

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
Record of Plans Sold
2/23/2024

Project Number: 240202
PID Number: 107408
Letting Date: 4/18/2024
Description: CUY - IR-IR 490-00.00 Major Rehab (PART 1 AND PART 2)
Type: MAJOR RECONSTRUCTION

Prime Contractors

- 1 KENMORE CONST CO INC
700 HOME AVE
AKRON, OH 44310
Phone: 330-762-9373
Fax: 330-762-2135
Email: rwentz@kenmorecompanies.com

- 2 SHELLY COMPANY
8920 CANYON FALLS BLVD STE 120
TWINSBURG, OH 44087
Phone: 330-425-7861
Fax: 330-405-4194
Email: michael.watson@shellyco.com

Subcontractors

- 3 BEAGLE HILL SERVICE LLC
9745 RAIDERS ROAD
FRAYZYSBURG, OH 43822
Phone: (740) 828-9852
Fax:
Email: joe@beaglehill.com

- 4 CIMOLAI-HY
7078 TUSCANY DRIVE
DUBLIN, OH 43016
Phone: 937-726-0398
Fax:
Email: peter.frantz@cimolaiusa.com

- 5 LAKE ERIE CONSTRUCTION COMPANY
25 S NORWALK RD
NORWALK, OH 44857
Phone: 419-668-3302
Fax: 419-668-3314
Email: sales@lec-co.com

Project Number: 240202

PID #: 107408

Contract ID: CUY107408

DBE Goal: 8.5%

Cuyahoga

IR-IR 490-00.00 Major Rehab (PART 1 AND PART 2)

E210(099)

MAJOR RECONSTRUCTION

Percentage of project Bidder must possess Work Types, and Perform Work: 50

THE 2023 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE BIDDING DOCUMENTS ON THIS PROJECT

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Director

April 18, 2024

Submitted by _____

Bidder Id _____

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PN 019 – 01/20/2016 - PREPARATION OF PROPOSAL**ELECTRONIC BIDDING REQUIREMENTS**

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare their bids electronically using Project Bids and submitted via Bid Express.

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

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

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

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

Addenda and/or amendments must be acknowledged in the Bid Acknowledgement section of the Project Bids (EBSX) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Project Bids (EBSX) submissions will result in the rejection of your bid.

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

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

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

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

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

PN 007 - 7/16/2021 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) TRUCKING; DBE MATERIALS AND SUPPLIES VENDORS (MSVs)

COUNTING DBE TRUCKING TOWARDS DBE CONTRACT GOALS

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

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, a DBE trucking firm on its DBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the DBE trucking firm is not performing a CUF or that the trucking services provided by the DBE trucking firm are not countable to the extent previously believed.

A DBE trucking firm performs a CUF *only when*:

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The DBE 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 DBE contract goal. The extent of the DBE 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 DBE trucking firm is not in and of itself an indicator that the DBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of DBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When a DBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the DBE 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-DBE 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 DBE trucking firm’s lease indicates that the DBE 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 DBE trucking firm’s consent, as long as the lease gives the DBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the DBE trucking firm’s name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.

DBE TRUCKING DISCLOSURE AFFIDAVITS

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

ODOT will monitor trucking with the following requirements for all ODOT-let projects:

1. Prime Contractors will be required to provide a master list of trucks for all anticipated DBE trucking firms to the CCO within seven (7) days of the Pre-Construction Meeting.

Note: If no DBE trucking is anticipated on a project, the Prime will complete the “No Anticipated DBE Trucking Affidavit” and submit it to the CCO within seven (7) days of the Pre-Construction Meeting. If DBE trucking/hauling does occur, the Prime must notify the CCO within seven (7) days of the DBE trucking activity. The Prime will then complete the monthly Affidavits as required below.

2. The CCO will email the Affidavit to the Prime, along with the Pre-Construction documentation. Prime Contractors will be required to complete the Affidavit disclosing the DBE trucking operations during the previous month. The Prime will return the Affidavit by the 10th day of each month (if the 10th day falls on a weekend, the deadline moves to the following Monday).

They will select one of the following options on the Affidavit:

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

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

- The DBE firm utilized DBE & Non-DBE trucking.

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

- No trucking was performed.

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

3. Trucking will continue to be monitored at project sites by construction field staff and the CCOs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow the DBE Trucking Disclosure Affidavit requirements may result in the issuance of sanctions as follows:

- 1st Level Occurrence: The Administrator for the Office of Civil Rights Compliance, under the Division of Opportunity, Diversity & Inclusion (ODI), will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the CCO within seven days of the activity);
- 2nd Level Occurrence: ODI may withhold an estimate in the amount due to the DBE trucking firm(s) that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the CCO within seven days of the activity);
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) 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 Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by ODOT.

COUNTING MATERIALS AND SUPPLIES PURCHASES FROM DBE MATERIALS AND SUPPLIES VENDORS (MSVS)

The DBE MSV Directory is available within the Ohio Unified DBE Directory at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx> (select MSV only).

The Apparent Low Bidder/Awarded Contractor may meet a Disadvantaged Business Enterprise (DBE) contract goal using DBE MSVs. The dollar amount of materials or supplies purchased from a DBE MSV will usually not be fully countable towards the DBE contract goal. When including a DBE MSV on its DBE 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 DBE contract goal.

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, a DBE MSV on its DBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the materials or supplies purchased from the DBE MSV are not countable to the extent previously believed.

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from DBE MSVs 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 DBE Affirmation Form (<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-affirmation>).

DBE MSV COUNTING SCENARIOS

- The purchase price of materials and supplies obtained from a DBE MSV may be *fully countable* only if the DBE MSV:
 - Manufactures the item(s), as indicated by the information provided by the DBE MSV (subject to verification by the Department). A manufacturer DBE MSV is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
 - Is certified in the correct (manufacturer) NAICS code(s) for the item(s); and
 - Is certified in the correct MSV descriptor(s) for the item(s), if its manufacturing facility is located in Ohio.

- The purchase price of materials and supplies obtained from a DBE MSV may be *countable at 60%* only if the DBE MSV:
 - Does not manufacture the item(s);
 - Owns, operates, or maintains a store, warehouse, or other establishment in which item(s) of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the DBE MSV (subject to verification by the Department) (See below for an exception to this requirement for items that are considered bulk items.);
 - Is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the item(s);
 - Is certified in the correct (wholesale or retail) NAICS code(s) for the item(s);
 - Is certified in the correct MSV descriptor(s) for the item(s), if its store/warehouse/other establishment is located in Ohio; and
 - Does not drop-ship the item(s).

- The purchase price of materials and supplies that are considered bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and are obtained from a DBE MSV may be *countable at 60%* only if the DBE MSV:

- Delivers the item(s) using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees, as indicated by the information provided by the DBE MSV (subject to verification by the Department);
 - Is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale of the item(s);
 - Is certified in the correct (wholesale or retail) NAICS code(s) for the item(s);
 - Is certified in the correct MSV descriptor(s) for the item(s), if located in Ohio;
 - Is certified in the correct trucking NAICS code(s); and
 - Does not drop-ship the item(s).
- The purchase price of materials and supplies obtained from a DBE MSV but not in accordance with any of the above scenarios is not countable, but the fees or commissions charged by the DBE MSV are countable if the DBE MSV:
 - Is certified in NAICS code 425120 Wholesale Trade Agents and Brokers; and
 - Convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.

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

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

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

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

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

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

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

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

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

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

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

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised October 23, 2023 and located [here](#)) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 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:

1 st Tier: Letter of Reprimand

2 nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

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

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

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

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

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

PN 020- 4/15/2022- NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY AND WORKFORCE DIVERSITY REQUIREMENTS ON ALL ODOT ADMINISTERED FEDERALLY FUNDED PROJECTS

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

Workforce Utilization Goals

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website. These goals are based on 2010 census data and represent the area, per craft, minority and female availability pool.

- **Census Availability Percentages for minority and female workers** by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CensusForAllCounties.xlsx>

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

- **Statewide utilization obligations/ goals for minority workers** by county (applicable to each project).
- **Statewide utilization obligation/ goal for female workers is 6.9%** and applies the same for each county.

Source: US Department of Labor's, Office of Federal Contract Compliance Programs, Technical Assistance Guide for Construction Contractors (pp. 126 – 127)
[Construction Contractors Technical Assistance Guide \(dol.gov\)](http://www.dol.gov/whd/technical-assistance-guide)

Ohio 064 Youngstown-Warren, OH:

SMSA (Standard Metropolitan Statistical Area) Counties:

9320 Youngstown - Warren, OH _____ 9.4
OH Mahoning; OH Trumbull.

Non-SMSA Counties _____ 6.7
OH Columbiana; PA Lawrence; PA Mercer.

065 Cleveland, OH:

SMSA Counties:

0080 Akron, OH _____ 7.8
OH Portage; OH Summit.

1320 Canton, OH _____ 6.1

OH Carroll; OH Stark.	
1680 Cleveland, OH _____	16.1
OH Cuyahoga; OH Geauga; OH Lake; OH Medina.	
4440 Lorain-Elyria, OH _____	9.3
OH Lorain.	
4800 Mansfield, OH _____	6.3
OH Richland.	
Non-SMSA Counties: _____	11.3
OH Ashland; OH Ashtabula; OH Coshocton; OH Crawford; OH Erie; OH Holmes; OH Huron; OH Tuscarawas; OH Wayne.	
066 Columbus, OH:	
SMSA Counties:	
1840 Columbus, OH _____	10.6
OH Delaware; OH Fairfield; Franklin; OH Madison; OH Pickaway.	
Non-SMSA Counties _____	7.3
OH Athens; OH Fayette; OH Guernsey; OH Hocking; OH Jackson; OH Knox; OH Licking; OH Marion; OH Meigs; OH Morgan; OH Morrow; OH Muskingum; OH Noble; OH Perry; OH Pike; OH Ross; OH Scioto; OH Union; OH Vinton.	
067 Cincinnati, OH:	
SMSA Counties:	
1640 Cincinnati, OH-KY-IN _____	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton; OH Warren.	
3200 Hamilton - Middletown, OH _____	5.0
OH Butler.	
Non-SMSA Counties _____	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
068 Dayton, OH:	
SMSA Counties:	
2000 Dayton, OH _____	11.5
OH Greene; ON Miami; OH Montgomery; OH Preble.	
7960 Springfield, OH _____	7.8
OH Champaign; OH Clark.	
Non-SMSA Counties _____	9.9
OH Darke; OH Logan; ON Shelby.	
069 Lima, OH:	
SMSA Counties:	
4320 Lima, OH _____	4.4
OH Allen; OH Auglaize; OH Putnam; OH Van Wert.	
Non-SMSA Counties _____	3.5
OH Hardin; OH Mercer.	
070 Toledo, OH:	
SMSA Counties:	
8400 Toledo, OH-MI _____	8.8
MI Monroe; OH Fulton; OH Lucas; OH Ottawa; OH Wood.	

Non-SMSA Counties _____ 7.3
MI Lenawee; OH Hancock; OH Henry; OH Sandusky; OH Seneca; OH Wyandot.

The New Hire Definition for the purposes of on-the-job training and workforce utilization is as follows:

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

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

Compliance: The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed.

Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions, the Contractor shall provide immediate written notification to ODOT when referral practices of the union(s) with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area.

[Federal Register :: Government Contractors, Affirmative Action Requirements \(2000\)](#)
[Federal Register :: RIN 1250-AA10 \(2020 updates\)](#)

Additional requirements for ODOT projects with state funding

The Ohio Department of Development (ODOD), Minority Business Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to [Ohio](#)

[Administrative Code \(OAC\) 123: Chapters 123:2-3-01 through 123:2-3-07.](#) Specifically, this unit's responsibilities includes the issuance of certificates of compliance under [ORC 9.47](#) and [153.08](#), conducting project site visits, and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, and maintain a working environment free of discrimination, harassment, and intimidation. The ODOD may perform contract compliance reviews on contractors involved with state or state assisted projects. Requirements for affirmative action obligations governing ODOD contract compliance reviews are those listed in OAC 123:2-3-02, for the Metropolitan Statistical Area in which a project is located.

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to the Ohio Department of Development covering the contractor's total workforce within the state of Ohio (private sector and public sector projects). The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the contract, as set forth in OAC 123:2-9-01.

I-29 monthly reports must be submitted via the Ohio Business Gateway portal: <https://ohio.gov/wps/portal/gov/site/business/resources/ohio-business-gateway> / [Ohio Business Gateway | Ohio.gov | Official Website of the State of Ohio](#)

Steps to Submit the I-29 Form:

1. Visit [Ohio Business Gateway](#)
2. Log in using username and password (OH|ID)
3. Ensure "Equal Opportunity Division" is among available service areas
4. Ensure "Input 29" is among available transactions
5. Select "Input 29" and complete the form
6. Click "File" button on the Summary page to see a confirmation page
7. Submit supporting documentation (if required) to: das-eod.bccu@das.ohio.gov

I-29 reports are used by ODOT to create monthly utilization work hour reports to monitor adherence to on-the-job training requirements and workforce diversity requirements. Prime Contractors and Subcontractors shall provide monthly utilization work hour reports for the contractor's or subcontractor's total workforce within the state of Ohio to the compliance officer of the contracting agency (ODOT). A contractor's or subcontractor's failure to submit a monthly utilization work hour report shall be a basis for invoking any of the sanctions set forth in rule 123:2-7-01 of the Ohio Administrative Code.

FEDERAL WORKFORCE DIVERSITY REQUIREMENTS

Affirmative Action and Equal Employment Opportunity requirements apply to federal transportation projects over \$10,000 (41 CFR 60-4 and Executive Order 11246). As a part of these requirements, there are workforce goals for female and minority workers. There is a statewide goal of 6.9% for female workers on all projects over \$10,000 and the goal for minority workers varies by county. (See availability and goal information in links on page 1). **All Prime Contractors are required to meet the workforce diversity goals by the end of a project.**

ODOT will monitor the progress toward meeting these goals throughout the life of the project. The totality of the project workforce hours (including the various trades utilized) must be met and complied with by the Prime and Subcontractors. ODOT will monitor compliance using the following process:

- 1) Present quarterly reports showing the percentage of female and minority workers hired by Prime Contractors and Subcontractors on projects. The reports will be generated using certified payroll receipts entered through the AASHTOWare Civil Rights & Labor (CRL) system. These reports will be referred to as “CRL reports”;
- 2) The CRL reports will be distributed by ODOT’s ODI Division or the Project Manager at project progress meetings on a quarterly basis;
- 3) If female and/or minority workforce goals are not being met, ODOT’s ODI Division will offer a list of organizations that focus on recruiting a diverse workforce. This list can be used as a resource for the Prime Contractors, Subcontractors, and/or Unions.

A Good Faith Efforts (GFE) check list will be provided to the Prime Contractor at the end of the project. (See copy below, pp. 6-9, or on line at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/eeo/01-gfe-checklist>

- 4) The Contractor must complete and return the GFE check list within 30 days of receipt to the Project Manager (PM). The PM will forward the check list to the ODI Outreach Manager (OM) for review. The OM will forward the check list to ODI Outreach Administrator (OA) who will forward it to the ODI Good Faith Efforts Review Committee for final approval.
- 5) The ODI Good Faith Efforts Review Committee will determine whether the good faith efforts checklist is acceptable within 10 days of receiving the checklist from the Prime Contractor or Project Manager and will inform the Contractor of the decision.
- 6) If the GFE checklist is not acceptable, the Prime Contractor will continue to make efforts to meet the female and minority workforce goals on future projects that ODOT monitors.

ODOT staff that will be involved in determining if GFE checklists are acceptable include:

ODOT Division of Opportunity, Diversity, & Inclusion (ODI) staff	2-4
ODOT District staff (Project Manager and/or Project Engineer)	1-2
ODOT Central Office staff (Office of Construction Administration, Alternative Delivery, & Local Programs)	3

- 7) Additionally, at the end of the project, if the workforce diversity goals are not met, ODOT will meet with the Contractor to discuss efforts that the Contractor can take to meet the diversity workforce goals on the next project over \$20M awarded to the Contractor that will be monitored by ODOT. These discussion efforts will be acknowledged by ODOT and made a part of the Contractor’s overall GFE documentation.
- 8) If the Contractor does not meet the female and minority workforce goals on the next project over \$20M that ODOT monitors, a letter will be sent to the CEO of the Prime and Sub Contractors informing them of their company’s lack of progress in meeting the project’s total workforce utilization

goals and inviting the CEO, or his/her representative(s), to talk with ODOT's leadership regarding any concerns. The minutes from this meeting will be kept on file as a part of the company's Good Faith Efforts.

Dispute Process

During the life of the project, if there is a disagreement by the Prime Contractor with the female and/or minority workforce percentages provided in a CRL report, the Prime Contractor can make a request, through the Project Manager, to meet with ODOT ODI staff to discuss discrepancies and obtain more information regarding the process ODOT uses to produce the CRL reports.

Good Faith Efforts Committee

The Good Faith Efforts (GFE) Committee shall be responsible for monitoring and approving the GFE Checklist and supporting documentation submitted by the Prime Contractor showing efforts made to meet the female and minority workforce goals on ODOT projects that are being monitored.

The Committee members shall be responsible for:

- 1) Working with the ODI staff to review and approve the GFE check lists submitted by the Prime Contractor and informing the Prime if the check list and documentation are approved or not.
- 2) Accessing/ Reviewing CRL reports from the SharePoint portal that shall be created by ODI staff.
- 3) Saving all GFE documentation on the Share Point portal created by the ODI Division.



PN 20: Workforce Diversity Requirements - Good Faith Efforts (GFE) Checklist*

****Please return this form and supporting documentation (when applicable) to the ODOT project manager within 30 days of receipt.***

- ❖ ODOT's Proposal Note 20 outlines the Affirmative Action and Equal Opportunity requirements for the federal and state funded transportation projects over \$10,000. As a part of these requirements, there are workforce goals for female and minority workers. ODOT is renewing its efforts to monitor these goals. There is a statewide goal of 6.9% for female workers on all projects over \$10,000 and the goal for minority workers varies by county. All Prime Contractors and Subcontractors are required to meet the goals by the end of project.
- ❖ Prime Contractors are required to complete and return this Good Faith Efforts (GFE) Checklist (including information for subcontractors when possible) as indicated above. When the GFE Checklist is received, the Project Manager and/or Regional Outreach Manager will inform the Prime Contractor(s) within 30 days if the GFE check list is approved by the GFE Review Committee and discuss additional steps that can be taken to meet the workforce diversity goals (if applicable).
- ❖ ODOT's ODI Division (Office of Outreach) will be responsible for monitoring progress toward meeting the workforce diversity goals.

[In the following sections- check all that apply, including Prime Contractor and/or Subcontractor(s)]

Outreach events:

In the past three months, the Prime Contractor(s) / Subcontractor(s) attended outreach/recruiting events to increase women, minorities, and disadvantaged persons in the workplace. [Please provide a copy of documentation of at least one of these outreach efforts with this form].

Outreach contacts:

Which agencies, professional/trade groups, job fairs, training classes, minority and women organizations, workforce development agencies were contacted by the Prime Contractor(s) and Subcontractor(s) in order to recruit minorities, women and disadvantaged persons in the workplace? Use additional paper if needed. Provide approximate dates and names of individuals contacted through this process.

Current employees:

- The Prime Contractor(s) / Subcontractor(s) have connected with current minority and female employees to gain referrals on other minority and female applicants.

Company recruitment efforts:

- The Prime Contractor(s) / Subcontractors maintain a database/ spreadsheet/ list of minority, female, and disadvantaged applicants who want to work at the company and applied for employment in the past. The database was utilized to contact those applicants when hiring/ employment opportunities arose. [Please provide a copy of the list with this form- without private or confidential information.]
- The aforementioned database/ list includes women and minorities referred by unions, community organizations, schools, workforce development agencies, and other recruitment sources.
- The Prime Contractor(s) / Subcontractors informed the aforementioned recruitment partners when employment opportunities arose.
- The Prime Contractor(s) / Subcontractors sought to include qualified minorities and women in any apprenticeship programs in which the contractor participates.
- The Prime Contractor(s) / Subcontractors have advertised in news media oriented towards women and minorities.
- The Prime Contractor(s) reached out to their subcontractor(s) to vet the subcontractors' ability to hire women and minority workers, before the project began or as the project progressed.

Request to union hall:

- If the Prime Contractor(s) / Subcontractors are unionized and did not meet the female or minority workforce goal, the union hall was informed of the short fall and a request was made to the union hall for female and minority workers.
- The Prime Contractor(s) / Subcontractors documented if an individual was sent to the union hiring hall for referral and was not referred back to the contractors by the union or was not hired by the contractors; and the reason why.

The criteria ODOT will use to determine if GFEs are sufficient include the following:

- The extent that women and minorities are available within a reasonable area of recruitment

- o The potential resources for effective recruitment
- o Geographic location of project
- o Type of work
- o Duration of the contract
- o Dollar value of the contract

Feel free to attach an additional document if more space is needed to note Good Faith Efforts that have been used or will be used:

Person completing this form (name, company, and title)

I certify that the information provided on this form and supporting documentation (when applicable) is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Company Name: _____

Position/Title: _____

Date: _____

**** Please note that this checklist is subject to revisions over time, as updates are needed****

For office use only: GFE Checklist approval/ denial by ODOT

Regional Outreach Manager Name _____	Project Manager Name _____
<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional documentation)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional documentation)

ODOT ODI Deputy Director Name _____ (if applicable)	ODOT ODI Administrator Name _____ (if applicable)
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<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)
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Committee Member, ODI Administrator Name _____ (if applicable)	Committee Member, Central Office Staff Name _____ (if applicable)
<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)

ODOT, Central Office Staff Name _____ (if applicable)	ODOT, Central Office Staff Name _____ (if applicable)
<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)

ODOT ODI Staff Name _____ (if applicable)	ODOT ODI Staff Name _____ (if applicable)
<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)

ODOT ODI Staff Name _____ (if applicable)	ODOT ODI Staff Name _____ (if applicable)
<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)	<input type="checkbox"/> Approve GFE Checklist <input type="checkbox"/> Do not approve (request additional information)

PN 029 – 01/20/2023– ON THE JOB TRAINING (OJT) PROVISIONS The primary objective of the OJT Program is to offer equal opportunity for the training and upgrading of minorities, women, and disadvantaged persons toward journey person status in the highway construction trades, and to establish a plentiful and well diverse pool of skilled workers for the highway construction industry.

The Contractor shall adhere to all requirements of the OJT Program as set forth in the most recent version of the ODOT On the Job Training Program Plan located here [OJT+Program+Plan+2020+Final+-+12.16.2020.pdf](#) (ohio.gov) and incorporated in its entirety herein by reference.

FHWA 1391 PROVISIONS: The FHWA annual Equal Employment Opportunity (EEO) Report is required for all federal-aid construction contracts (as required by Form FHWA-1273 and 23 CFR Part 230, Subpart C). The annual EEO Report collects employment data, specifically highlighting employment of racial/ethnic minorities and women, from all construction contractors with active federal-aid contracts valued at \$10,000 or more (except for those contracts awarded under [23 U.S.C. 117](#)), during the designated reporting period. Accurate reporting of data is imperative in order to maintain federal funding for future ODOT Federal-Aid Highway Construction projects.

Records and Reports: The contractor shall maintain 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. These records 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 nonminority 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 nonminority 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.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and sub-contractors to submit the provisions of FHWA-1391 by the dates provided by the administrating agency in their contract, or in their lower tier subcontracts, may result in the issuance of sanctions as follows:

1st Tier: Damages equivalent to the administrative fee's amount of (\$100/day) established in section 109.12 for each incident of non-compliance, beginning the 1st day after the deadline date established in the 2nd written request for submittal of the FHWA 1391 Report.

2nd Tier: If a pattern of occurring administrative fee's 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 the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify; and
- the Contractor's record of performance on other projects
- the number of times the Contractor has been previously sanctioned by ODOT.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, and/or trucking firm, you are contractually obligated to comply with the state administrating agency request for the submittal of the FHWA 1391 – Contractors Annual Equal Employment Opportunity (EEO) Report. It should reflect the total employment on all Federal-Aid Highway Projects in the State as of July 31st. The staffing figures to be reported should represent the project work force on board in all or any part of the last payroll period preceding the end of July. The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Table B should include only apprentices and on-the-job trainees as indicated.

All lower-tier Subcontractor (DBE and non-DBE), and trucking firm (DBE and non-DBE) sub agreements must include this EEO reporting obligation.

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

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

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

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

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

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

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

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

PN 031 – 07/21/2023 - PROMPT PAYMENT - ODOT-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT (the Department) and, by extension, its Prime Contractors and Subcontractors (including DBEs and non-DBEs and 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 Ohio Revised Code (ORC) 4113.61. ORC 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for contracts with U.S. Department of Transportation financial assistance (i.e., federally-funded contracts), Title 49, Part 26, Section 29 of the Code of Federal Regulations (CFR) (i.e., 49 CFR 26.29).

The Department monitors the payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for federally funded contracts, 49 CFR 26.29. To facilitate this monitoring, the Department requires Prime Contractors to report their remitted payments to specified Subcontractors, and Subcontractors to report their remitted payments to specified lower-tier Subcontractors, as follows.

- Prime Contractors must report remitted payments to subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firms (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) (collectively, Subcontractors).
- Subcontractors must report remitted payments to lower-tier subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only), and trucking firms (DBE/EDGE only) (collectively, "Lower-tier Subcontractors").

The Prime Contractor must report remitted payments to Subcontractors within 10 calendar days of each payment it receives from the Department. Each Subcontractor must report remitted payments to Lower-tier Subcontractors within 10 calendar days of receipt of each payment received from the Prime Contractor. Payers must report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Payment is defined as: issuing Electronic Funds Transfer (EFT) or putting a check in the mail to a subcontractor. The 10 calendar day requirement is met the date that the payment is issued to the subcontractor, not received.

All subcontractor payment reporting must take place within the Signet® application. Signet is a third-party service supported by the vendor for usage by the Prime Contractor and subcontractors. Signet is only a reporting tool; it does not process financial transactions. ODOT does not provide direct technical support for Signet.

All projects that have at least one Subcontractor are required to use Signet. Anyone needing access to Signet must submit a request to signet-support@infotechinc.com. Licensing and usage fees for the Signet service are incidental to the Project. The Signet vendor will charge a set fixed fee of \$1,000 per each Contract requiring Signet regardless of Contract value, Contract duration, or number of subcontractors. Prime Contractors are responsible for obtaining a Project-specific Signet license regardless of the number of Subcontractor payments made. The Prime Contractor shall be responsible for paying this fee to the Signet vendor. Helpful information on reporting Subcontractor payments in Signet may be found (as of the date of this Proposal Note) at <https://infotechinc.zendesk.com> (click Signet).

If a Prime does not anticipate having at least one subcontractor, they are not required to obtain a Signet license for that project. However, at any point in the life of the contract the Prime determines that there will be a Subcontractor, they have 10 days to notify the Department and obtain a Project-specific Signet license.

If any contractor or Subcontractor has not previously worked on an ODOT project and/or does not have a AASHTOWare Project™ - Civil Rights & Labor (CRL) account, that contractor or Subcontractor must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so contractors and Subcontractors MUST have accounts for both systems.

Prime Contractors and Subcontractors shall not record or verify payments in CRL for Projects requiring Signet.

The payer (whether Prime Contractor or Subcontractor) must report the following information:

- 1.) The name of the payee;
- 2.) The dollar amount of the payment to the payee;
- 3.) The date the payee was paid;
- 4.) The retainage or other amount withheld (if any), and the reason for the withholding (if other than for retainage).
- 5.) For DBEs, the purpose of the payment (e.g., subcontracting, trucking, supply (manufacturer), supply (regular dealer), supply (broker)).
- 6.) Anything else Signet asks for.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being commingled with a payment for work performed or materials supplied).

Subcontractors and Lower-tier Subcontractors must verify, in Signet, each payment reported by a payer within 10 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected or not.

The Prime Contractor must include the above prompt payment and reporting requirements in all Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firm (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) agreements that it enters into and further require that all such subcontractors include the same prompt payment and reporting obligation in their lower-tier Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only), and trucking firm (DBE/EDGE only) agreements. The project specific Signet license is applicable to all Project subcontracts and subcontractors.

Note: Payments made to non-DBE/EDGE suppliers and trucking firms need not be reported. However, as required in C&MS 107.21 and in accordance with ORC 4113.61, contractors are required to make payment to each subcontractor and supplier within 10 calendar days after receipt of payment from the Department for work performed or materials delivered or incorporated into the project—this requirement includes non-DBE/EDGE suppliers and trucking firms. If a contractor does not comply with this requirement, penalties in accordance with ORC 4113.61 may apply.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (DBE and non-DBE), suppliers (DBE only), and trucking firms (DBE only). The payment data reported must include any retainage (and/or other amounts) withheld and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 calendar days of the payment being reported. Your lower-tier Subcontractor (DBE and non-DBE), supplier (DBE only), and trucking firm (DBE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (DBE or non-DBE), supplier (except non-DBE) and/or trucking firm (except non-DBE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet system. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

Anyone needing access to Signet may submit a request to signet-support@infotechinc.com.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SUGGESTED SUB AGREEMENT LANGUAGE – NON-FEDERAL-AID CONTRACTS

Suggested language for the non-federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (EDGE and non-EDGE), suppliers (EDGE only), and trucking firms (EDGE only). The payment data reported must include any retainage (and/or other amounts withheld) and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 days of the payment being reported. Your lower-tier Subcontractor (EDGE and non-EDGE), supplier (EDGE only), and trucking firm (EDGE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (EDGE or non-EDGE), supplier (except non-EDGE) and/or trucking firm (except non-EDGE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet application. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PROMPT PAYMENT

Failure by the Prime Contractor to follow Prompt Payment requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Prompt Payment requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the subcontractor(s) that was not reported or paid (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Prompt Payment violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
- 3rd Level Occurrence: The Prime Contractor may be required to pay interest in the amount of 18% per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest (applies if a pattern of not paying subcontractor(s) 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 Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by ODOT.

RETURN OF RETAINAGE

Failure by the Prime Contractor to follow Return of Retainage requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Return of Retainage requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);
- 2nd Level Occurrence: The Department may withhold an estimate in the amount of retainage due to the subcontractor(s) (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);

- If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Return of Retainage violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
- Repeat Occurrences: Continued non-compliance is a material breach of contract and will be treated as such. 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 Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by ODOT.

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

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

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

PN 013 – 10/20/2023 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

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 division (A) of section 124.19 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.19>), with modifications as designated in the first two sentences of division (B)(4) of section 124.18 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.18>). (State holidays are generally the same as Federal holidays.)

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The Bidder further affirms it will not deviate from the Utilization Plan without ODOT's prior written consent. The DBE Utilization Plan shall be submitted with the Project Bids (EBS)/Bid Express Online Submission through the DBE List folder at the time of bid submission. Unless the bidder is a certified DBE firm, any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. Bidders shall download the `dbe.bin` file from <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/dbe-bids.bin>. This file contains the current list of certified DBEs and is updated regularly. The `dbe-bids.bin` file must be saved in the same directory as the Project Bids (EBS) file.

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

In the event the project is awarded on alternates which increases or decreases the total dollar amount of the bid, a revision to the DBE Utilization Plan and DBE Affirmation Form(s) shall be submitted and approved by the Office of Business & Economic Opportunity within five days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request for Consent to Terminate/Reduce a DBE Commitment form located at <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-termination> and submit for review and approval by the Office of Business & Economic Opportunity within five days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-affirmation>. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal as well as their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

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

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

DBE BIDDERS

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

JOINT VENTURES

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

GOOD FAITH EFFORTS (GFE's)

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

If the Apparent Low Bidder does not meet the goal at bid time, the Apparent Low Bidder shall submit its Good Faith Efforts (GFE's) documentation within five days of the bid opening. Submission of DBE affirmation(s) with additional participation sufficient to meet the DBE contract goal does not cure the Apparent Low Bidder's failure to meet the goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFE's within five days of the bid opening.

The Apparent Low Bidder shall demonstrate its GFE's by submitting the following information within five days after the bid opening:

- (1) All written quotes received from certified DBE firms;

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe/dbe-resources/gfe-contractors>.

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

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

ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief Legal Counsel will respond to the Apparent Low Bidder within five 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 goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

TERMINATION OR REPLACEMENT OF A DBE

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

<https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-termination>.

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

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

GOOD CAUSE

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

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

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

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven days, which may be extended for an additional seven 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.

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

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-affirmation>. The DBE Affirmation Form will be utilized as written confirmation from each DBE firm that it is participating in the contract in the type and amount of work on the project.

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected as non-responsive in accordance with ORC §5525.08:

- 1) Failure to submit a complete DBE Utilization Plan at the time of bid;
- 2) Failure to submit DBE Affirmation Form(s) and/or failure to submit Requests for Consent to Terminate/Reduce a DBE Commitment as required by this Proposal Note; or
- 3) Failure to meet the goal and/or failure to demonstrate GFEs to meet the goal as required by this Proposal Note.

POST-BID

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including the submission of adequate good faith efforts to meet the goal for a project, 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 DBE 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 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 DBE participation
 - annual DBE participation on projects without goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT

PN 090 – 01/15/2021 - 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 not perform any quantity of Work Type 55 or 56 unless they hold the required work type. 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	Herbicide Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members
27	Expansion & Contraction Joints, Joint sealers, Bearing Devices	55	Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

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

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

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

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

Branch of Construction Wage Determination
Wage and Hour Division

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor (both prime and sub) shall submit via the Department Civil Rights & Labor System (CRL), certified payrolls each week beginning three weeks after the start of work. The Department will not accept payrolls not uploaded via CRL (no handwritten payrolls). These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative will be done online through CRL. CRL Requirements with interactive training guides can be found at transportation.ohio.gov/CRL.

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

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

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

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

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

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

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

PN 133 – 10/20/2023 – PRODUCTS MADE IN THE UNITED STATES

The requirements of this note replace the domestic material requirements in 106.09 of the Construction & Material Specifications.

Furnish products that are made in the United States according to the applicable provisions of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, which includes the Build America, Buy America Act Pub. L. 117-58, §§ 70901-52.

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 begins with the initial melting and mixing and continues through the bending and coating stages. 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 are not required to be produced in the United States.

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; a manufactured product; 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.

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 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 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. Non-domestic product(s) incorporated into the Work does not relieve the 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.

PN 040 – 05/30/23 - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE PURPOSES

Executive Order 2022-02D “*State of Ohio’s Response to Russia’s Unjust War on the Country of Ukraine*” prohibits purchases from or investment in a Russian institution or company. This Order shall be read in conjunction with Executive Order 2019-12D “*Governing the Expenditure of Public Funds for Offshore Services*” which already largely prohibits the contracting and purchasing of services from overseas sources, including subcontractors.

The Ohio Department of Transportation will not enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside of the United States, unless a duly signed waiver from the Department of Administrative Services has been obtained. State Data includes all data and information provided by, created by, created for, or related to activities of the State and any information from, to, or related to all persons that conduct business activities within the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified, or deleted or disclosed without authorization.

Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The Department does not waive any other rights and remedies provided to the Department in the Contract.

Further, the Department will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of Executive Order 2022-02D. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must sign and complete the attached Affirmation and Disclosure Form and return the form with the executed contract. By signing the Disclosure and Affirmation Form, the Contractor is acknowledging that it understands and will meet the requirements of the above prohibitions. During the performance of this Contract, if the Contractor changes or adds to the location(s) disclosed on the

Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

(The remainder of this page is left intentionally blank.)

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address) (City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

Contractor affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

PN 034 – 07/21/2023 – SUPPLEMENTAL SPECIFICATION 832 COMPENSATION

All BMP listed in SS832 Appendix F are compensated per SS832, Appendix F dated July 21, 2023.

PN 107 - 10/19/2018 - CRITICAL PATH METHOD PROGRESS SCHEDULE FOR MULTI-SEASON PROJECTS**Section Table of Contents****A. General****B. Interim Schedule****C. Baseline Schedule**

1. Schedule Requirements
2. Submission Requirements

D. Float

1. Definition of Float
2. Ownership of Float
3. Negative Float

E. Monthly Update Schedule

1. Update Requirements
2. Early Completion Monthly Update Schedule
3. Late Completion Monthly Update Schedule

F. Revisions**G. Time Extensions for Delays in Accordance with C&MS 108.06.B and 108.06.D****H. Weather Days in Accordance with C&MS 108.06.C****I. Recovery Schedule****J. Basis of Payment**

A. General. The progress schedule required for this project is the critical path method schedule (CPM schedule). The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the schedule. The requirements of this note replace the progress schedule requirements in 108.03 of the Construction & Material Specifications. The contractor shall submit an interim schedule followed by a baseline schedule, or only a baseline schedule, depending on when the contractor starts work as described below.

B. Interim Schedule. If the Contractor starts work within 60 days of execution of the contract, they shall submit an interim schedule. The interim schedule should be in CPM schedule format. The interim schedule shall include detailed activities for the work to be accomplished during the first 90 days of the Contract, and summary activities for the balance of the work. Include in the interim schedule columns for Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID.

C. Baseline Schedule. The Contractor shall submit a baseline schedule within 60 days of the execution of the Contract. The baseline schedule will be in CPM schedule format and as described below. The Engineer will review the baseline schedule and will either “approve”, “approve as noted” or “reject” the schedule within 21 days of receipt. If the Engineer does not provide written notification regarding the disposition of the baseline schedule within 21 days, the submission will be considered approved.

For baseline schedules that are “approved as noted”, the Contractor shall make the necessary revisions and resubmit the revised schedule within 14 days. The Engineer will only reject baseline schedules that are not in compliance with contract requirements.

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

In the event the baseline schedule is not “approved” within 120 days of execution of the contract, all work shall cease on the project until the baseline schedule is “approved”.

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

1. Schedule Requirements. Submit an .xer or .xml file (to be determined by the Engineer) prepared in Primavera software manufactured by Oracle. The Department will “Import” or accept progress schedule files from the Contractor. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars; all Activity Codes shall be project level and not Global or EPS level Activity Codes; no Resources shall be assigned to activities, and no Project Codes shall be assigned.

Progress Schedule	1st Submission	2nd Submission	3rd Submission
Interim Schedule	YYPPPP01IS	YYPPPP02IS	YYPPPP03IS
Baseline Schedule	YYPPPP01B	YYPPPP02B	YYPPPP03B
Schedule Update #1	YYPPPP01SU01	YYPPPP02SU01	YYPPPP03SU01
Schedule Update #2	YYPPPP01SU02	YYPPPP02SU02	YYPPPP03SU02
Delay Analysis	YYPPPP01TIA01	YYPPPP02TIA01	YYPPPP03TIA01
Weather Delay Analysis	YYPPPP01WD01	YYPPPP02WD01	YYPPPP03WD01
Recovery Schedule	YYPPPP01RS01	YYPPPP02RS01	YYPPPP03RS01

YY – Project Year PPPP – Project Number

Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline 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 drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

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

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

a) Administrative Identifier Information:

- i. Project Number
- ii. County
- iii. Route Number
- iv. FHWA Number
- v. PID Number
- vi. Contract Signed Date
- vii. Completion Date
- viii. Contractor's Name
- ix. Contractor's Dated Signature
- x. ODOT's Dated Approval Signature

b) Project Activities:

- i. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Name. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain). Do not include commas in the narrative description.
- iii. Activity Original Duration. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity, unless

approved by the Engineer. Activity durations will be in whole days, do not include decimals in the durations. 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.

iv. Activity Relationships:

- All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
- Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
- Use of finish-to-finish relationship is required when both activities are already linked with a start-to-start relationship.
- Negative lags are not allowed with any relationship

c) Project Milestones:

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.
- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
- iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.
- iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The

Contractor may include additional milestones, but at a minimum contractual milestones.

- d) **Level of Effort Activities:**
Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.
 - e) **Constraints:**
Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.
 - f) **Calendars:**
Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Weather and seasonal conditions, as shown in CMS 108.06-1, shall be evenly dispersed into the CPM schedule calendars as non-work days and be included in the planning and scheduling of all work. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 160345 – 5 day workweek, 160345 – earthwork, 160345 – structures, 160345 – asphalt, 160345 – concrete cure, 160345 – environmental restriction, 160345 – 7 day week, etc.). Each calendar should indicate an 8 hour workday. No Global Calendars shall be incorporated into any progress schedule submission. Project Calendars cannot inherit holidays and exceptions from a Global Calendar.
 - g) **Activity Codes:**
The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but is not be used in lieu of Activity Codes. No Global Activity Codes shall be incorporated into any progress schedule submission.
 - h) **Schedule Options:**
The schedule may only be calculated using retained logic. Show open ends as non-critical. Total float shall be calculated as finish float. Ignore relationships to and from other projects.
2. **Submission Requirements.** Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:
- a) A pdf of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each

activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

- b) A pdf of the Six Week Look Ahead Schedule in CPM format. This schedule will have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.
- c) A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Primavera scheduling software application) which includes Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, number of Activities, number of Activities Not Started, number of Activities In Progress, number of Activities Completed, number of Activity Relationships, and number of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

D. Float. Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), lag logic restraints, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the project schedule or its updates.

1. Definitions of Float: Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.
2. Ownership of Float: Float available in the schedule, at any time shall not be considered for the exclusive use of either the Department or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party.

Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.

3. Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section F. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

E. Monthly Update Schedule. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section F.

1. Update Requirements. On the tenth day of the current month, during the life of the Project, submit an updated schedule and all required information with a data date of the first day of the current month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart and the updated schedule in electronic format in Section C.2. The Engineer shall "approve" or "reject" the schedule update within 7 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report on the critical path only. The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

Submit the following with each updated schedule:

- i. A pdf of the updated schedule in CPM format.
- ii. A pdf of the Six Week Look Ahead Schedule in CPM Format

- iii. Provide a written narrative that identifies any non-critical revisions or shifts in the critical path and submit reasons for the changes or shifts in the critical path.
 - iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.
 - v. A pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.
 - vi. Electronic files (formatted as described above)
2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date precedes the Contract Completion Date. If after incorporating necessary revisions in accordance with Section F, the Finish Date precedes the Contract Completion Date by at least the number of days shown Table A the Engineer will initiate a change order amending the Contract Completion Date to the Early Completion Date shown on the accepted Early Completion Monthly Update. 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 and the time between the Early Completion Date and the Contract Completion Date is used as Project Float.

Table A

<u>Original Project Duration</u>	<u># days prior to Contract Completion Date</u>
one year or less	30
one year to two years	60
two years or more	90

3. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date. In the event the Finish Date is more than 14 days

beyond the current contract completion date and a schedule revision is not warranted, the contractor must proceed in accordance with Section H.

F. Revisions. The Work may require and/or the Contractor may make revisions to the CPM schedule. Addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision.

1. Any revision which modifies the critical path or impacts an interim date or project completion date must be represented on a companion schedule submitted with the monthly update schedule. A fragnet shall be used to define the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions.
2. Any revision which does not modify the critical path or the interim date or project completion date can be submitted in a narrative form accompanying the monthly update schedule. The narrative shall include the reason for the revisions.

The Engineer shall “approve” or “reject” proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

G. Time Extensions for Delays in Accordance with C&MS 108.06.B and 108.06.D. The Work may require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit a pdf copy and an electronic copy of each analysis performed.

1. Determine project progress prior to circumstance(s) necessitating the time extension. The previous accepted monthly update, updated to the date of the circumstance alleging to have caused delay, shall be used to display the prior progress of the project. This schedule is referred to as the Un-impacted Schedule
2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.

4. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

H. Weather Days in Accordance with C&MS 108.06.C. The Contractor may request and/or the Engineer will determine an extension of the completion date due to weather days. Perform the following analysis to compute the duration of the time extension. Submit a pdf copy and an electronic copy of each analysis performed.

1. The previously accepted monthly update shall be used to display progress of the project and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.
2. Prepare a list of actual weather days believed to have delayed the project and the activities that were impacted.
3. Utilizing the calendar(s) of those impacted activities, remove any planned weather days. Insert the actual weather day(s) into the calendar(s) for the planned work as a non-work day. Run the schedule calculations and determine the finish date. This schedule is referred to as the Weather Schedule.
4. Compare the Weather Schedule finish date with the Non-weather Schedule finish date in order to determine the duration of any warranted time extension.

Submit the weather schedule with the request for time extension on a monthly basis. Include a narrative report describing the effects of weather days to interim and contract completion dates.

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

J. Basis of Payment. The Department will make partial payments according to C&MS 109.09 and as modified by the following schedule:

1. The Department will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.

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

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

Item	Unit	Description
108E10000	Lump Sum	CPM Progress Schedule

PN 109 – 10/21/2022 DISPUTE RESOLUTION ADVISOR PROCESS

The Department's Dispute Resolution Advisor Process is based upon the partnering approach to construction administration and must be followed by the Contractor in order to resolve disputes on the project.

Purpose

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

DRA Membership

The DRA is one person, selected jointly by the Department and the Contractor. This person must meet the "Requirements of the DRA" set forth below.

Requirements of a DRA

The DRA shall have at least ten years of experience with the type of construction involved on this project, construction contract administration principles, and dispute resolution training.

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

A person proposed as the DRA shall submit a resume covering his/her applicable education and experience to the party nominating him/her. The resume shall include a list of all projects on which he/she serves as a DRA and any Dispute Resolution Boards (DRB) on which he/she currently serves along with meeting frequencies. A disclosure statement shall be submitted and include, but not limited by, any of the following categories of relationships or prior involvement in this project:

- A.** Any direct or indirect ownership or financial interest in the Contractor, consultant or consulting firm on the project or subcontractor or supplier on the project.
- B.** Current employment by the Department, the Contractor, a consultant or consulting firm on the project, or any subcontractor or supplier on the project.

- C. Within the one year period immediately prior to award of the contract: employment by the Department or the Contractor, consultant or consulting firm on the project or subcontractor or supplier on the project.
- D. A close personal relationship with any key individual in any firm involved in the contract.
- E. A prior involvement in the project of a nature, which might be construed as compromising his/her ability to act impartially in carrying out the duties of the DRA.
- F. A contract as a consultant to the Department or the Contractor or any subcontractor or supplier on the project.

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

If a person submits a disclosure statement which fails to provide accurate and complete disclosure of a relationship described in A through F above the Department may disqualify that person from serving as a DRA or on a DRB on future Department projects.

Service as a member of a DRB, as a DRA on another project or as an arbitrator or mediator shall not be construed as employment and therefore will not preclude a person from service as the DRA for this project.

DRA Establishment

Every attempt shall be made by the Department and the Contractor to complete the selection of the DRA and execute the "Dispute Resolution Advisor Three-Party Agreement" prior to the date of the preconstruction conference. At a minimum, the following timeframes for selecting the DRA must be followed.

Within twenty-one (21) calendar days of the signing of the contract, both the Department and the Contractor shall put forward the names of two (2) people to consider for appointment as the DRA for the Project along with the resumes and disclosure statements of those persons. Using the resumes of each of the four proposed candidates the Department and the Contractor shall choose one person as the DRA for this project within twenty-one (21) calendar days.

Immediately after the DRA is determined the Department, Contractor and DRA shall execute the "Dispute Resolution Advisor Three Party Agreement" as provided at the end of this proposal note. The execution of this agreement will not modify the requirements, terms or conditions of the contract.

DRA Member Termination

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

Service of the DRA may be terminated at any time with not less than thirty (30) calendar days' notice by agreement of the Department and the Contractor or resignation of the DRA.

DRA Replacement

In the event that the DRA position becomes vacant a replacement will be appointed in the same manner as the original DRA. The selection of a replacement DRA shall be completed within thirty (30) days of the creation of the vacancy. A new "Dispute Resolution Advisor Three Party Agreement" shall be executed.

DRA Operation and Duties

The DRA, with input from the Department and the Contractor, will establish the Operating Procedures for Dispute Resolution. The DRA may elect to adopt the "Dispute Resolution Advisor (DRA) Operating Procedures for Dispute Resolution" which can be found on ODOT's Disputes and Claims. These procedures may be tailored to each individual project.

The Department and the Contractor shall mutually agree on the appropriateness of holding in-person update status meetings or Dispute hearings or holding such meetings virtually.

The DRA will keep current on the progress of this project by: 1) quarterly visits of the project, either In-person or virtually, 2) keeping current files and 3) joint meetings with Department and Contractor personnel. The frequency of project visits and meetings and content of members' files shall be as agreed upon among the Department, the Contractor, and the DRA.

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

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

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

The DRA will serve for the life of this project only and will not review disputes or claims on any other project unless as otherwise agreed upon by the Department and the Contractor. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the "Dispute Resolution Advisor Three Party Agreement" shall remain active and in full force and effect until the project is otherwise administratively closed by the Department following final payment so that the DRA may continue to serve until all unresolved disputes and claims are resolved.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between the Department's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution Advisor Process.

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 Contractor will not be reviewed by the Department or the DRA.

Disputes and claims by subcontractors and suppliers against the Department but not supported by the Contractor will not be reviewed by the Department or the DRA.

Process

Whenever an issue is elevated to a dispute, the parties shall exhaust the Dispute Resolution Board Process as set forth below prior to filing an action in the Ohio Court of Claims. The following procedures do not compromise the Contractor's right to seek relief in the Ohio Court of Claims.

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

Continuation of Work.

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

Step 1 (On-Site Determination).

The Engineer will meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor's Written Early Notice set forth in 108.02.F.2. Jointly review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. If the Engineer has considered all information previously offered by the Contractor when considering the Written Early Notice, a written decision at that time shall be considered a Step 1 decision if the Engineer's response clearly states it is in response to the Written Early Notice. If not, the Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

Step 2 (District Dispute Resolution Committee).

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

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

- a) Identify the dispute on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
- b) Clearly identify each item for which additional compensation and time extension requested.
- c) Provide a narrative of the disputed work or project circumstance at issue. Include the dates of the disputed work and the date of early notice.
- d) Reference the applicable provisions of the plans, specifications, proposal, or other contract documents in dispute. Include copies of the cited provisions in the Dispute Documentation.
- e) Include the dollar amount of additional compensation and length of contract time extension being requested.
- f) Include supporting documents for the requested compensation stated above.
- g) Provide a detailed schedule analysis for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comport with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
- h) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation, the Engineer will provide the Contractor with all documentation intended to be relied upon at the DDRC meeting to rebut the Contractor's dispute.

After allowing at least fourteen (14) calendar days for the Contractor to review the Engineer's dispute documentation, the DDRC will meet with Contractor personnel authorized to resolve the dispute. The DDRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting.

The Department's and Contractor's personnel shall not contact the DRA until a decision has been issued by the DDRC.

Step 3 (Appeal to DRA).

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

The dispute becomes a claim when the DRA receives the *Notice of Intent to Appeal to the DRA*. The DRA will not consider a claim until the DDRC has properly reviewed the dispute and issued a decision.

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

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

Certify the claim in writing and under oath using the following certification:

I, (Name and Title of an Officer of the Contractor) certify that this claim is made in good faith, that all supporting data is accurate and complete to the best of my knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (Contractor Company name) believes the Department is liable.

(The Contractor)

By: _____
(Name and Title)

Date of Execution: _____

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the DRA receives the certified claim documentation is the date of the Department's Receipt of the Certified Claim for the purpose of the calculation of interest as defined in CMS 108.02.G.4.

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

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

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

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

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

Upon completion of the hearing and consideration of any additional information submitted upon request, the DRA will render its written recommendation within fourteen (14) calendar days of the hearing.

The recommendation shall be a well-reasoned decision which, at a minimum, shall include:

1. The claim number; the project number; county, route and section number; Contractor name; subcontractor's or supplier's name if involved in the dispute; and the commonly referenced name of the dispute on the cover sheet or the first page of the decision.
2. Sufficient description of the project and the claim to enable understanding by a third party who has no knowledge of the claim or familiarity with the project.
3. The value of the claim as determined by the Contractor, if applicable.
4. The value of the claim as determined by the Department, if applicable.
5. Finding of fact and a conclusion that provides clear direction to the parties.

The DRA must submit an electronic copy of the recommendation to the Contractor, DCE and Deputy Director of the Division of Construction Management.

Within three (3) days of receipt of the recommendation, either party may request a meeting with the DRA to hear the DRA's explanation of the recommendation. Within seven (7) days of this request, the DRA shall conduct this meeting with both the Department and the Contractor.

Within twenty-one (21) calendar days of receipt of the recommendation, the Contractor must indicate its intentions in writing to the Department and the Chair in regard to the recommendation. Simultaneously, the Director or designee will determine the Department's intentions in regard to the recommendation. This

determination will be issued in writing to the Contractor and the DRA within twenty-one (21) calendar days of receipt of the recommendation.

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

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

Interest on Claims.

The Department will pay interest in accordance with ORC Section 5703.47 on any amount found due on a claim which is not paid within 30 days of the Claims Coordinator's Receipt of the Certified Claim. However, interest will not be paid on the amount of any agreed settlement unless specifically itemized and included in the total settlement prior to agreement.

Binding Arbitration (Optional).

In lieu of the DRA hearing the Contractor may request that the claim proceed through binding arbitration. The Department may agree to binding arbitration as defined by ORC 5525.23 in the manner in which this method is practiced by the Department and allowed by law. At its discretion, the Department may decline the Contractor's request.

ODOT's Dispute Resolution Coordinator will coordinate the agreement of the parties to the binding arbitration method and the selection of a neutral third party or technical expert. The fees of the neutral third party or technical expert will be shared equally. The Dispute Resolution Coordinator will obtain a written agreement, signed by both parties, that establishes the binding arbitration process. Subject to the requirements of ORC 5525.23, the neutral third party or technical expert will assume complete control of the claim upon execution of the binding arbitration agreement.

Advisory Recommendation Process (Optional)

1. Objective

To more fully allow the DRA to act in an advisory capacity to assist the Department and the Contractor in resolving selected disputes, the Advisory Recommendation Process may be used to provide the parties with a preliminary assessment of the merits of each party's position in the dispute based upon the information presented pursuant to this process. The process is meant to be expedient, shall be primarily oral, and will not prejudice a future formal DRA hearing of the dispute.

The Advisory Recommendation Process is not to be substituted for the good faith negotiation efforts. Rather, the Advisory Recommendation Process should be utilized when negotiations have reached a temporary impasse.

2. Identification of Disputes

A dispute may be identified as a candidate for an Advisory Recommendation by the Department, the Contractor, the DRA, or any combination of the above.

3. Concurrence of Both Department and Contractor

Both the Department and the Contractor must concur that the dispute is appropriate for the Advisory Recommendation Process; else, the dispute must proceed through the Dispute Advisory Board process as set forth in Proposal Note 109.

4. Pre-meeting Submittals to the DRA

The DRA will decide the nature of the submissions that it wishes the parties to make, on a case-by-case basis. At a minimum, the DRA will require submission of brief position papers (1 to 2 pages) to all parties. Include copies of relevant specification sections, plans, notes, drawings, and other pertinent Contract and /or Project related documentation. The submission will be made at least fifteen (15) days prior to the next quarterly meeting unless the parties agree to alter the time frames.

5. Scheduling of Advisory Recommendation Meetings

In most cases, the dispute will be scheduled for presentation to the DRA at the DRA's next regularly scheduled meeting. If the parties agree and the schedules permit, a dispute may be heard during the period between the regularly scheduled meetings, in which case, a meeting will be scheduled at a time and location convenient to the parties and the DRA.

6. Conduct of Meetings

The Contractor will make its presentation first, followed by the Department. Each party will be allowed sufficient time to make a thorough oral presentation, make rebuttals, provide the DRA with relevant documentation and respond to the DRA's queries and requests.

Either that same day or the next, the DRA will orally share and discuss with the parties its assessment and recommendations with respect to the dispute. The Advisory Recommendation shall not be binding on either party or on the DRA and does not require either party to accept or reject it. The recommendation does not prejudice the opportunity for a Step 3 hearing if the dispute is not resolved. If the dispute is presented to the DRA formally at a later date, pursuant to the Proposal Note 109 process, the DRA will focus anew upon the facts of the dispute as presented at that time, without reference to the Advisory Recommendation meeting.

7. Resolution

The Advisory Recommendation of the DRA will be used by the parties at any time after Step 1 of the Dispute Resolution Advisory Process. If the parties remain unable to resolve the dispute following the Advisory Recommendation Process, the dispute may proceed in accordance with the next level of Proposal Note 109 process and the requirements of the DRA approved *Operating Procedures*.

Basis of Payment

The Department will furnish the following item with an amount in the Proposal:

Item	Unit	Description
Special	Each	Department's Share of the Dispute Resolution Advisor

The fixed amount shown in the Proposal is included in the Total Bid Amount. This fixed amount is one hundred percent of the Department's estimate of the total cost of all quarterly meetings plus fifty percent of all costs anticipated for Appeals to the DRA and Advisory Recommendations.

The Department shall bear one hundred percent of all costs associated with the quarterly meetings. The Contractor and the Department shall bear fifty percent of all costs associated with the Appeals to the DRA and Advisory Recommendations.

The payments due will be deducted from the item. If the Department's costs of the DRA exceed the fixed amount, the Department will continue to pay its share of the actual invoice costs of the DRA. The Department will not pay a percent mark-up on these costs. The Department will make partial payments according to C&MS 109.09. This item is exempt from the non-performance table found in C&MS 104.02.

DISPUTE RESOLUTION ADVISOR THREE-PARTY AGREEMENT

THIS THREE-PARTY AGREEMENT, hereinafter called "AGREEMENT", made and entered into as of the day and year of the last signature affixed below, between the Ohio Department of Transportation, hereinafter called the "DEPARTMENT"; and _____, hereinafter called the "CONTRACTOR"; and the Dispute Resolution Advisor, _____ hereinafter called the "DRA", for the construction of Project #####, County-Route-Section, PID #####, hereinafter called the "PROJECT,":

WITNESSETH, that:

WHEREAS, the contract for the Project provides for the establishment and operation of the **DRA** to assist in resolving disputes and claims; and

WHEREAS, the **DRA** was selected jointly by the **CONTRACTOR** and the **DEPARTMENT**:

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

I. DESCRIPTION OF WORK

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

II. SCOPE OF WORK

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

A. Operating Procedures for Dispute Resolution

Upon execution of the **AGREEMENT**, the **DRA** shall establish Operating Procedures that will govern the conduct of its business based on ODOT's Dispute Resolution Advisor (DRA) Guidelines. The **DRA** may elect to adopt the "Dispute Resolution Advisor Operating Procedures for Dispute Resolution", or a modified version thereof. At a minimum, these procedures will establish both the requirements and timeframes for submissions of documentation by both the **CONTRACTOR** and **DEPARTMENT**, documentation exchange between the **CONTRACTOR** and **DEPARTMENT**, and the hearing procedures.

The **DRA** will keep current on the progress of this project with: 1) regularly scheduled visits to the project, 2) keeping current files, and 3) joint meetings with **DEPARTMENT** and **CONTRACTOR** personnel. The

frequency of project visits and meetings, as well as the content of the DRA's files shall be as agreed upon among the **DEPARTMENT**, **CONTRACTOR**, and the **DRA**.

Upon receipt by the **DRA** of a written *Notice of Intent to Appeal to the DRA* of a dispute, from either the **CONTRACTOR** or the **DEPARTMENT**, the **DRA** shall convene to review and consider the appeal. The time and location of **DRA** meetings shall be determined by the **DRA** with reasonable notice to the **DEPARTMENT** and **CONTRACTOR**. Both the **DEPARTMENT** and **CONTRACTOR** shall be given the opportunity to present their evidence at these meetings. It is expressly understood that the **DRA** is to perform its responsibilities impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any written appeal presented by the **DEPARTMENT** or the **CONTRACTOR**, and that the recommendations concerning any such appeal are advisory. The **DRA** recommendations, resulting from their consideration of a dispute or claim, shall be furnished to the **DEPARTMENT** and to the **CONTRACTOR** in accordance with the process set forth in the Dispute Resolution Advisory Process Proposal Note 109. The recommendations shall be based on the pertinent contract provisions and the facts and circumstances involved in the dispute.

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

B. **DRA** Member Replacement

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

C. Virtual and In-Person Meetings

The **DEPARTMENT's** Engineer and the **CONTRACTOR** shall mutually agree on the appropriateness of holding In-Person update status meetings or Dispute hearings or holding such meetings virtually.

III. **DEPARTMENT RESPONSIBILITIES**

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

A. Contract Related Documents

The **DEPARTMENT** shall furnish the **DRA** one copy of the contract for project (180002), change orders, written instructions issued by the **DEPARTMENT** to the **CONTRACTOR**, or other documents pertinent to the performance and therefore, necessary for the **DRA** to perform his/her responsibilities.

B. Coordination and Services

The **DEPARTMENT's** Engineer for the (180002) project will, in cooperation with the **CONTRACTOR**, coordinate the operations of the **DRA**. The **DEPARTMENT**, through the Engineer, will arrange or provide conference facilities at or near the contract site and provide secretarial and copying services.

C. Dispute Resolution Documents

1. The **DEPARTMENT** shall cooperate with the **CONTRACTOR** to jointly create a Common Support Document Appendix for each claim that is to be heard by the **DRA**. This Appendix shall include all reference documents (applicable plans sheets, specification references, sketches or drawings, etc.) common to both the **DEPARTMENT'S** and the **CONTRACTOR'S** dispute resolution submittal.

2. The **DEPARTMENT** shall furnish the **DRA** one copy of all pertinent documents not included in the Common Support Document Appendix, which are or may become necessary for the **DRA** to

perform his/her responsibilities. Pertinent documents are any documents substantiating or justifying the **DEPARTMENT'S** position. A copy of such pertinent documents must also be furnished to the **CONTRACTOR**.

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

IV. CONTRACTOR RESPONSIBILITIES

The **CONTRACTOR** shall furnish the following items:

A. Contract Related Documents

The **CONTRACTOR** shall furnish the **DRA** a copy of the progress schedule and updates and any other **CONTRACTOR**-generated documents pertinent to the performance and therefore, necessary for the **DRA** to perform his/her responsibilities.

B. Dispute Resolution Documents

1. The **CONTRACTOR** shall cooperate with the **DEPARTMENT** to jointly create a Common Support Document Appendix for each claim that is heard by the **DRA**. This Appendix shall include all reference documents (applicable plans sheets, specifications, sketches or drawings, etc.) common to both the **CONTRACTOR'S** and the **DEPARTMENT'S** dispute resolution submittal. The **DEPARTMENT** will be responsible for producing 3 copies of this document for the first claim (one copy for the **DRA**, the **DEPARTMENT** and the **CONTRACTOR**). The **CONTRACTOR** will be responsible for producing 3 copies of this document for the second claim. The responsibility will continue to alternate with subsequent claims, if necessary.

2. The **CONTRACTOR** shall furnish the **DRA** one copy of all pertinent documents not included in the Common Support Document Appendix, which are or may become necessary for the **DRA** to perform his/her responsibilities. Pertinent documents are any documents which are used in the performance of the work or in justifying or substantiating the **CONTRACTOR's** position. A copy of such pertinent documents must also be furnished to the **DEPARTMENT**.

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

V. DURATION OF THE DRA

The **DRA** will serve for the life of the Project unless otherwise agreed upon by the **DEPARTMENT** and the **CONTRACTOR**. If, after the **DEPARTMENT** has made final acceptance of the project, there are unresolved disputes and claims remaining, the **AGREEMENT** shall remain active and in full force and effect until the project is otherwise administratively closed by the **DEPARTMENT** following final payment so that the **DRA** may continue to serve until all unresolved disputes and claims are resolved.

VI. COMPENSATION

A. Compensation Allowed

1. **IN-PERSON MEETINGS**
 - A. Member's Fees

The **DRA** shall be compensated at an agreed rate of \$2,200.00 per day upon which there is a regularly scheduled **DRA** Meeting.

B. Travel Time

The **DRA** shall be compensated at the rate of \$125.00 per hour for the time spent en route to and from an on-site **DRA** meeting.

C. Transportation Costs

The **DRA** shall be reimbursed for reasonable travel expenses incurred in accordance with the Ohio Office of Budget and Management Travel Policy as published on the State of Ohio website.

2. ON-LINE/VIRTUAL MEETINGS

A. Member's Fees

i. Meeting

For regularly scheduled **DRA** meetings that are conducted via virtual meeting platforms, i.e., Skype, Microsoft Teams, Zoom, etc., the **DRA** shall be compensated at an hourly rate of \$225.00 per hour for time spent logged in and participating in the meeting.

ii. Preparation

Time spent by the **DRA** preparing for a virtual meeting, including document review, equipment set-up, agenda preparation, and other activities necessary to meaningfully participate in the remote meeting, will be compensated at an agreed rate of \$225.00 per hour and shall include all incidentals.

B. Travel Time

No travel expenses or transportation costs are eligible for reimbursement when virtual meetings are held in-lieu of in-person meetings.

C. Maximum Compensation

Total compensation for virtual meetings shall not exceed \$1,125.00 per meeting for the **DRA**.

3. REVIEW AND RESEARCH AWAY FROM THE PROJECT

No additional compensation will be made for the time spent on review and research activities by the **DRA**, unless an estimate of that time is specifically agreed upon in advance and in writing by the **DEPARTMENT** and the **CONTRACTOR**. Such time that has been agreed to will be compensated at an agreed rate of \$225.00 per hour. The agreed rate shall include all incidentals.

B. Payment

1. SUBMISSION FOR COMPENSATION

The **DRA** shall submit to the **CONTRACTOR**, quarterly, their billable time and travel expenses, and all required supporting documentation.

2. MEMBER COMPENSATION

After review and verification by the **CONTRACTOR** and **DEPARTMENT** of the **DRA's** submission for compensation, the **CONTRACTOR** shall pay the **DRA's** fees.

C. CONTRACTOR Reimbursement

1. The **DEPARTMENT** will reimburse the **CONTRACTOR** for the **DEPARTMENT'S** share of actual invoice costs of the **DRA** under EACH Item Special – Department's Share of Dispute Resolution Advisor. The **DEPARTMENT** will not pay a percent mark-up on these costs. The **DEPARTMENT** will make partial payments according to C&MS 109.09.

VII. ASSIGNMENT OF TASKS OF WORK

The **DRA** shall not assign any of the work of this **AGREEMENT**. However, if upon submission of a Claim to the **DRA**, the **DRA** believes that assistance with a technical issue is necessary in order to render a recommendation, the **DRA** may seek the advice and input of outside experts. The source and nature of any outside information will be shared with all parties within the recommendation.

VIII. CONFLICTS OF INTEREST

The **DRA** agrees that he/she does not have any direct or indirect ownership or financial interest in the **CONTRACTOR**, any consultant or consulting firm on the project, any subcontractor or supplier on the project. The **DRA** agrees he/she is not currently employed by the **DEPARTMENT**, the **CONTRACTOR**, or any consultants or consulting firms on the project. Service as a member of any Dispute Resolution Boards, elsewhere as a **DRA** or as an arbitrator or mediator shall not be construed to be employment. The **DRA**, the **DEPARTMENT**, and the **CONTRACTOR** agree that during the life of the contract, no unilateral discussion will be had or agreement will be made between the **DRA** and any party to this **AGREEMENT** for employment after the contract is completed.

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

IX. TERMINATION OF AGREEMENT

The parties to this **AGREEMENT** mutually agree that this **AGREEMENT** may be terminated at any time upon not less than a thirty (30) calendar day written notice to the other parties. In the event the **AGREEMENT** is terminated Section 108.02.G of ODOT's Construction and Material Specifications (C&MS), Dispute Resolution and Administrative Claims Process that was in affect at the time of the bidding of this project will immediately become effective. All disputes in Step 1 or Step 2 of this PN108 Note will continue as in Step 1 or Step 2 as described by Section 108.02.G of ODOT's C&MS. Any claims in Step 3, to be heard by the **DRA**, will instead be heard by the Director's Claims Board.

The **DRA** may withdraw by providing 30 days' notice. The **DRA** may be terminated for cause only by mutual agreement of the **DEPARTMENT** and the **CONTRACTOR**.

X. LEGAL RELATIONS

The parties hereto mutually understand and agree that the **DRA** in the performance of duties of the **DRA**, is acting in the capacity of an independent agent and not as an employee of either the **DEPARTMENT** or the **CONTRACTOR** and accordingly, no party to this **AGREEMENT** shall bear a greater responsibility for damages or personal injury than is normally provided by Federal and Ohio Law.

The parties expressly agree that the **DRA** is acting in a capacity intended to facilitate resolution of disputes. The **DEPARTMENT** and the **CONTRACTOR** further agree that neither of them will seek nor require the testimony or production of documents and/or records from the **DRA** in any administrative, judicial or other proceeding.

XI. FEDERAL REVIEW

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

XII. ELECTRONIC SIGNATURE

The Parties' acceptance and execution of this AGREEMENT may be made by electronic acknowledgement, and all agree that electronic acknowledgment of this AGREEMENT shall be considered the equivalent of written signatures.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year of the last signature affixed below.

DRA	For the OHIO DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
CONTRACTOR	ODOT CHIEF LEGAL, APPROVED AS TO FORM
By: _____	By: _____

PN 110 - 10/15/2011 - ESCROW BID DOCUMENTS

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

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

Escrow Documents consist of one copy of all documents generated in preparation of the Proposal. This includes handwritten notes, records of phone conversations and phone quotes, letters, faxes, e-mails both printed and electronically archived, formal quotations, calculations, work sheets, conceptual progress schedules, marked up plan sheets, and any other paper or electronic record of how the Work was originally bid. These documents will be held in escrow for the duration of the Contract. These documents can be scanned in a format acceptable to the Department and submitted on a CD(s) or be submitted on paper, or a combination of the two types.

2. Submittal. The low bidder and the second low bidder shall submit their Bid Documents for purposes of escrow by 4:00 p.m. in the Office of Contracts at 1980 West Broad Street, Columbus, Ohio the next business day after the bid opening. The Escrow Documents shall be submitted in a sealed container containing only the Escrow Documents. Clearly mark the container with the Contractor's and subcontractors' name, date of submittal, project name and number, and the words "Escrow Documents."

Submittal shall be in accordance with this note. Failure of the low bidder or the second low bidder to submit their Bid Documents for purposes of escrow in a timely manner as defined above will result in a

determination by the Department that the bid submitted by that particular bidder is non-responsive and ineligible for award.

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

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

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

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

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

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

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

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

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

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

7. Examination. The Department, the Contractor, and when necessary, the applicable subcontractors will examine the Escrow Documents, at any time deemed necessary by either the

Department or the Contractor, to assist in the negotiation of the settlement of disputes and claims; ensure that subcontractors are present if and when they are presenting a claim through the Contractor or when information is needed. The Contractor, applicable subcontractors, and the Department will be present to review the Escrowed Documents.

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

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

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

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

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

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

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

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

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

ARTICLE I - Contract Escrow Bid Documentation

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

ARTICLE II - Acknowledgment

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

ARTICLE III - Deposit of Bid Documents

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

ARTICLE IV - Release from Escrow

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

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

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

ARTICLE V - Indemnity

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

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

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

with any responsibility or liability in connection with the observance or non-observance, by any person, of the provisions of any other such instrument or agreement.

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

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

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

ARTICLE VI - Notices

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

Department:

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

Contractor:

Escrow Agent:

ARTICLE VII - Duties of Escrow Agent

The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and the Escrow Agent shall act only in accordance with this Escrow Agreement. Notwithstanding specific

provisions hereunder, the Escrow Agent shall at all times act upon and in accordance with the joint written instructions of the Department and Contractor.

ARTICLE VIII - Laws

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

ARTICLE IX - Assignment

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

ARTICLE X - Survival of Contract

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

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

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

The Contractor:

By: _____

(Title)

(Witness)

(Date)

The Ohio Department of Transportation:

By: _____

(Title)

(Witness)

(Date)

_____ **(Escrow Agent):**

By: _____

(Title)

(Witness)

(Date)

EXHIBIT A - ESCROW RELEASE for Contract Bid Documents

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

Bid Documentation

Contractor: _____

(Address)

Contract Project Number: _____
Date of Submittal: _____

(Evidence by Agreement dated _____),

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

Acknowledgment of Receipt:

Acknowledgment of Release:

(Escrow Agent)

The Contractor shall be assessed Disincentives as designated in the Lane Value Contract Table for each unit of time the described Critical Lane/Ramp is restricted from full use by the traveling public within the restricted time period. The Lane Value Contract Table is located in the Plan General Notes. The Disincentives will be assessed for all restrictions of the critical work.

Critical work is shown in the Lane Value Contract Table.

Critical work is defined as having the designated sections open to unrestricted traffic as shown in the table, or the entire project if not otherwise listed.

Unrestricted traffic is defined as all traffic lanes being available for use with specified striping and safety features in place.

PN 150 - 04/21/2023 - DIGITAL DATA FOR MATERIAL TICKETING UTILIZING E-TICKETING PORTAL

Description:

This work consists of providing digital data for transfer for asphalt material weight ticket information. Provide material ticket information in a digital format directly recorded from the material loading source as described below.

This note in no way supersedes any other commercial regulations or any other legal requirements regulating the transportation of commercial materials. This does not preclude or dismiss any requirement for paper tickets required by other rules and regulations.

Requirements:

Send digital ticket information to the Department's Digital Ticketing Portal as the individual material loads are generated and shipped to the Project. The digital material ticket shall contain information as required per the applicable material specification for weight measurement and other material characteristics.

The Department will reject any load that does not have a corresponding e-Ticket unless the cause is beyond the Contractor's control, as determined by the Engineer. In such circumstances, paper tickets may be permitted.

Setup, Calibration, and Data Integration:

Suppliers shall cooperate with the Department and the Department's e-Ticketing vendor to establish digital information transfer from the supplier's ticketing system to the Department's e-Ticketing portal. No earlier than 14 days after project execution, but not later than 30 days prior to initiating Work, identify in writing the material source load read-out weighing system the supplier utilizes.

The material supplier shall cooperate with the Ohio Department of Transportation's (ODOT's) e-Ticketing Portal vendor in the creation of an Application Programming Interface (API) to integrate material source load read-out data with the Department's e-Ticketing Portal. The Department's e-Ticketing portal vendor shall be responsible for leading the API creation. Upon API creation, utilize the API to provide digital material source load read-out data from the material source load read-out weighing system to the Department's e-Ticketing Portal.

Conduct a test of each supplier's integration with the Department's e-Ticketing Portal prior to shipping material to the Project. Complete test at least 14 days prior to shipping material unless otherwise approved by the Engineer. The test must involve at least four test e-Tickets from each supplier approved for used on the project for materials to be used on the Project. The test e-Tickets must accurately reflect the proper nomenclature and accuracy defined; all other categories shall be marked "TEST". After the Engineer confirms the test e-Tickets have been entered into the Department's e-

Ticket Portal, void the test eTickets with the reason "Setup Testing". If any load read-out weighing system changes are intended by the supplier after the creation of the supplier specific API, coordinate with the ODOT to ensure API compatibility.

Ensure continued internet connectivity during the API usage to maintain connection the Department's e-Ticketing Portal During material production and delivery to the Project. Ensure delivery of eTicket prior to the material arriving on the Project, but not prior to the loading of material at the source.

Upon successful testing of the data integration, physical material tickets are not required for the Department, but may be necessary for truck drivers per Ohio Revised Code Section [5577.043](#).

Payment:

For initial setup of the API Integration, the material vendors shall assume approximately 16 person hours and shall be considered incidental to the cost of the material. For extreme situations involving excessive establishment of the API and digital information transfer, notify the Engineer per CMS 108.02.F.

The cost associated with creating and maintaining an API and providing digital ticketing data is incidental to the cost of the item utilizing the material being placed.

PN 151 - 07/21/2023 - RAILROAD FLAGGING SERVICE

Flagging for work on Railroad Right of Way shall be coordinated, obtained and paid for by the Contractor. Flagging shall be provided by the Contractor whenever required by the Norfolk Southern Special Provisions for the protection of Railway Interest. Norfolk Southern shall approve the Flagging Service Provider and their Staff

Norfolk Southern has the sole authority to determine the need for protection services to protect its operations in general. The requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's Right of Way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

The total dollars in the Estimated Quantities is based upon an estimate of total flagging dollars needed to complete the planned Work.

Only the following certified flagging providers are acceptable by Norfolk Southern:

Railroad Consultants

Steve Lloyd (VP Business Development)
(615) 542-8901

RailPros

1320 Greenway Dr., Suite 490
Irving, TX 75038
(877) 315-0513
<http://www.railpros.com/services-category/field-services/>

Payment for certified flagging providers will be made per item 900E00100 Each – RAILROAD FLAGGING SERVICES based upon the invoices received from the flagging service for the dollars used, including a five percent markup for Contractor overhead for administering the contract with the flagging service.

In the event the project is delayed due to railroad flagger availability, the contractor will provide documentation supporting their efforts to schedule a flagger from the flagging service.

PN 420 – 1/20/2023 - SURFACE SMOOTHNESS REQUIREMENTS FOR PAVEMENTS

DESCRIPTION: The surface tolerance specification requirements are modified to use the International Roughness Index (IRI) as follows for all pavements of constant width with at least 1 centerline mile (1.6 km) of continuous paving. Short breaks in paving such as bridge decks, intersections, etc. are not considered breaks in continuous paving. Also included is pavement for ramps, including acceleration lanes and deceleration lanes, where the total length is greater than 0.5 miles (0.8 km); and all interstate-to-interstate ramps including acceleration lanes and deceleration lanes, regardless of total length.

For roads with less than 1 centerline mile (1.6 km) of paving; ramps, acceleration lanes, and deceleration lanes not included above; and sections of undivided highways, as defined in this note, within corporation limits with posted speed limits less than 40 miles per hour, smoothness measurement and corrective action for all areas of localized roughness with an IRI in excess of 250 inches per mile (3.95 m/km) in 25 feet (7.6 m) is required. For these same areas, no corrective action for 0.1-mile (0.16 km) sections having an MRI (lot roughness) greater than 90 inches per mile (1.42 m/km) is required and no pay adjustments will be made.

Do not include pavement for turn lanes including center turn lanes, shoulders, crossovers, approach slabs, and bridge decks in IRI measurements, corrective actions, and pay adjustments.

Areas not part of this specification are subject to the requirements of the original item(s) specified.

If the pavement surface is Rubberized Open Graded Asphalt Friction Course (Supplemental Specification 803), this specification applies to the surface of the course immediately below and references to the number of courses placed do not include the SS803 course.

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

SMOOTHNESS MEASUREMENT: Measure the pavement surface smoothness in both wheel paths. Wheel paths are located parallel to the centerline or baseline of the roadway or ramp and approximately 3.0 feet (1.0 m) from the centerline of the lane or ramp, measured transversely in both directions. Ensure the path of the profiler is parallel to the lane centerline at all times. Measure the entire length of pavement, event marking the profile runs such that profile data can later be identified when the profile sensor(s) is within 1.0 foot (0.3 m) of any existing pavement not constructed on the project, pressure relief joint, approach slab, or other non-pavement features (i.e., manholes, valve boxes, unusual geometry, catchbasins, etc.). It is the operator's responsibility to note such locations in the collected inertial profiles. Profiles provided without named event markings will not be reviewed and will be returned for correction.

Non-pavement and pre-existing conditions will be considered on a project-by-project basis and approved by the Engineer for exclusion from IRI calculations.

Remove any objects such as dirt, debris, curing covers, etc., prior to performing the surface smoothness measurements. Replace any curing covers after the measurements are taken. Repair any membrane curing damaged during the measurements.

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

IRI and MRI CALCULATION: Develop an IRI according to ASTM E 1926 for each 0.1-mile (0.16 km) section.

Non-pavement features and pre-existing conditions approved by the Engineer that influence the IRI measurements in a wheelpath should be sectioned out of profiles using the Leave-Out function in ProVAL for the corrective action and pay adjustment. Use 5-feet before and after length when using the Leave Out function. Do not perform corrective diamond grinding within 1.5 feet of a non-pavement feature installed directly in a wheel path.

Submit the summary report from ProVAL conforming to Supplement 1110 and electronic copies of all longitudinal pavement profiles in ProVAL compatible format to the Engineer. The Engineer will submit one copy of the summary report and one electronic copy of the profiles to the Office of Technical Services.

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

MANDATORY CORRECTIVE ACTION: Perform corrective action for the applicable surface type as required. Provide a list of all mandatory corrective action locations, with station, lane, proposed corrections, proposed maximum grinding depths, and proposed final IRIs and MRIs for each location to the Engineer for approval as a Corrective Action Plan. The Corrective Action Plan is limited to grinding, pavement removal and replacement or a combination of the two. Submit the Corrective Action Plan at least 7 days prior to planning any corrective action. Corrective Action Plans that do not meet allowable IRI and MRI values at post-correction will not be approved. Do not perform any corrective actions without approval of the Engineer.

Corrective action required to meet the maximum allowable IRI and MRI values that are performed after the contract completion date will be a Punch List item in accordance with C&MS 109.12.B. Corrective action will not be assessed liquidated damages in C&MS 108.07 or contract disincentives. If corrective action on the Punch List is not completed within a reasonable time, as determined by the Final Inspector, it will be subject to an assessment of fifty percent of liquidated damages in accordance with C&MS 109.12.B.

Upon completion of the corrective action, re-measure surface smoothness according to this specification. Replace pavement markings and raised pavement markers according to the plans. All costs for corrective action will be the responsibility of the contractor.

Asphalt Concrete Surface: Classify asphalt pavement areas into one of the following types based on the work performed as part of the Project.

Type A: Asphalt pavement specified as at least two uniform courses with the total thickness placed greater than or equal to 3 inches (75 mm).

Type B: Asphalt pavement specified as either: a) at least one uniform course with the total thickness placed less than 3 inches (75 mm) and including Item 254 or SS897 planing prior to resurfacing, or b) at least two uniform courses with the total thickness less than 3 inches (75 mm) without including Item 254 or SS897 planing prior to resurfacing.

Type C: Asphalt pavement specified as a single uniform course not meeting the criteria of Type B. The uniform course may be placed on a non-uniform leveling course.

TABLE 420-1 ASPHALT CONCRETE PAVEMENT CLASS CRITERIA				
Pavement Class	Divided Highways*		Undivided Highways*	
	Corrective Action	Pay Adjustment Schedule (Table 420-3)	Corrective Action	Pay Adjustment Schedule (Table 420-3)
Type A [\geq 3in. + 2-course]	[1],[5]	A	[2],[5]	A
Type B [$<$ 3in. + Milling] or [$<$ 3in. + 2-course]	[1],[5]	A	[3],[5]	A
Type C [$<$ 3in. + 1-course]	[2],[5]	A	[4]	B

* Divided highways have physical separation such as a grass median, raised concrete median, guardrail, or barrier between the two directions of travel. Highways with continuous two way left turn lanes are considered undivided. Undivided highways with short sections, less than 1000 feet (300 m), of physical separation are considered undivided for the entire length.

Corrective Action:

- [1] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).
- [2] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 200 inches per mile (3.16 m/km) in 25 feet (7.6 m).
- [3] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 225 inches per mile (3.55 m/km) in 25 feet (7.6 m).
- [4] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 250 inches per mile (3.95 m/km) in 25 feet (7.6 m).
- [5] Correct any 0.1-mile (0.16 km) sections having an MRI greater than 90 inches per mile (1.42 m/km).

Perform corrective action as required in Table 420-1. Do not propose diamond grinding corrections in excess of one-third the contract Item surface course thickness. When removal is required for corrective action, remove the entire asphalt course(s) affected, for the full lane width, for a minimum length of 30 feet, and replace per the original contract item(s). Apply Item 407 Tack Coat prior to placing any asphalt concrete. Do not diamond grind more than 5 percent by longitudinal length of the lane-miles (lane-km) eligible for a pay adjustment. Feather ground areas to provide a smooth surface.

Re-measure each 0.1-mile (0.16 km) section where corrective action was performed to ensure compliance with Table 420-1.

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

Portland Cement Concrete Surface: Classify pavement areas into one of the following types based on the work performed as part of the Project.

Type A: Concrete pavement with the total specified thickness greater than or equal to 8 inches (200 mm).

Type B: Concrete pavement with the total specified thickness greater than 6 inches (150 mm) and less than 8 inches (200 mm).

Type C: Concrete pavement with the total specified thickness less than or equal to 6 inches (150 mm).

TABLE 420-2 PORTLAND CEMENT CONCRETE PAVEMENT CLASS CRITERIA				
Pavement Class	Divided Highways*		Undivided Highways*	
	Corrective Action	Pay Adjustment Schedule (Table 420-3)	Corrective Action	Pay Adjustment Schedule (Table 420-3)
Type A [\geq 8in.]	[1],[5]	A	[1],[5]	A
Type B [$>$ 6 in. & $<$ 8in.]	[1],[5]	A	[2],[5]	A
Type C [\leq 6 in.]	[2],[5]	A	[3]	B

* Divided highways have physical separation such as a grass median, raised concrete median, guardrail, or barrier between the two directions of travel. Highways with continuous two way left turn lanes are considered undivided. Undivided highways with short sections, less than 1000 feet (300 m), of physical separation are considered undivided for the entire length.

Corrective action:

- [1] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).
- [2] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 200 inches per mile (3.16 m/km) in 25 feet (7.6 m).
- [3] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 225 inches per mile (3.55 m/km) in 25 feet (7.6 m).
- [5] Correct any 0.1-mile (0.16 km) sections having an MRI greater than 90 inches per mile (1.42 m/km).

Perform corrective action as required in Table 420-2 by diamond grinding or removing and replacement per the original contract items. Feather ground areas to provide a smooth surface.

Re-measure each 0.1-mile (0.16 km) section where corrective action was performed to ensure compliance with Table 420-2.

Complete all corrective action prior to determination of pavement thickness. If corrective action is required, the surface texture after diamond grinding is acceptable and no additional texturing is required.

Asphalt and Portland Cement Concrete Surfaces: If corrective action is required, develop a Corrective Action Plan as specified in the Mandatory Corrective Action section of this Specification. Upon completion of the corrective action, re-measure surface smoothness according to this specification. In the

event the Contractor was not able to correct the surface smoothness to meet the Specification, deductions will be made according to *Post-Correction Pay Adjustment* procedures below.

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

PAY ADJUSTMENTS: A lump sum pay adjustment will be made according to the following schedule and calculations for each lane for each 0.1-mile (0.16 km) section. Payment will be based on a 12 foot (3.7 m) lane width, regardless of lane width. Pay adjustments are based on the weighted average bid unit cost per square yard for the section multiplied by the pay factor as determined in Table 420-3. Pavement thickness is the total thickness of asphalt concrete, Portland cement concrete, or both placed as part of the contract and does not include any SS803 course, free draining base, aggregate base, stabilized subgrade, etc.

TABLE 420-3 PAY SCHEDULE			
SCHEDULE A		SCHEDULE B	
MRI	PAY ADJUSTMENT	MRI	PAY ADJUSTMENT
Inches per mile per 0.1 mile section (m/km per 0.16 km section)	Percentage of Unit Cost (PUC) (%)	Inches per mile per 0.1 mile section (m/km per 0.16 km section)	Percentage of Unit Cost (PUC) (%)
35 (0.55) or less	4	45 (0.71) or less	4
Over 35 to 50 (0.55 to 0.79)	$\frac{4}{(50 - IRI) * (15)}$	Over 45 to 60 (0.71 to 0.95)	$\frac{4}{(60 - IRI) * (15)}$
Over 50 to 70 (0.79 to 1.10)	0	Over 60 (0.95)	0
Over 70 to 90 (1.10 to 1.42)	$\frac{6}{-(IRI - 70) * (20)}$		
Over 90 (1.42)	(1)		

(1) Corrective action required

Asphalt Pavements:

$$WUC = \frac{(t_1 \times u_1) + (t_2 \times u_2) + (t_3 \times u_3) \dots}{36}$$

Where: *WUC* = weighted unit cost (\$/SY). *t* = lift thickness (in.).
u = bid unit cost (\$/CY).

Concrete Pavements:

$$WUC = \text{bid unit cost } (\$/SY)$$

Pay Adjustment (PA):

$$PA = WUC \times 704 \times PUC$$

Where: WUC = weighted unit cost (\$/SY).

PUC = percentage of unit cost from Table 420-3, expressed as a decimal.

Pay adjustments will be based on the measured IRI of each wheelpath and averaged as MRI, after any mandatory corrective action, however no incentive will be paid for any 0.1-mile (0.16 km) section where mandatory corrective action was performed regardless of the resulting IRI/MRI. No pay adjustments will be made for sections less than 0.1 miles (0.16 km) long, however corrections for localized roughness are required.

At the Contractor's option, corrective action may be performed on any section with an MRI greater than 70 inches per mile (1.10 m/km) to reduce or eliminate the negative pay adjustment, however no incentive will be paid regardless of the resulting MRI. As an option the Department may allow corrective action, in the form of diamond grinding, Item 254, or SS897 pavement planing, to improve the profile on any course prior to the surface course. If the final course is Item 803 do not perform corrective action on the Item 803. Only diamond grinding may be performed on the course immediately below Item 803.

POST-CORRECTION PAY ADJUSTMENT

Lot Roughness: Any uncorrected 0.1 mile (0.16 km) section at post-correction, subject to Schedule A, with an MRI of 90.1 or greater will require a negative pay adjustment according to the following table. Remove and replace any uncorrected 0.1 mile (0.16 km) section with an MRI greater than 95.

MRI at post-correction	% Pay Adjustment
90.1	20
91	35
92	51
93	67
94	84
95	91
>95	Remove and replace

Localized Roughness: Any section of uncorrected localized roughness up to 10% over the specified IRI threshold and subject to Schedule A or B, will require a negative pay adjustment based on the localized roughness analysis using the weighted average bid unit cost per square yard for the section being assessed. The following formula will be used to determine the negative pay adjustment per violation.

$$\text{Negative Pay Adjustment, per wheel path} = \text{Length of Violation} \times \text{IRI above Threshold} \times \text{WUC}$$

The minimum negative pay adjustment will be \$500.00 per wheel path per violation. Negative pay adjustments for uncorrected localized violations are cumulative for each wheel path.

Remove and replace locations with uncorrected localized roughness greater than 10% of the specified IRI. Replace the entire lane width per violation.

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

PN 520 - 07/15/2022 - FUEL PRICE ADJUSTMENT

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

The Department determines adjustments under the provisions of this Proposal Note, and presumes that the Contractor/(DBT) has relied on these provisions when determining unit bid prices. The monthly application range for percent change (Mbp/Cbp) will not exceed 100% for a Fuel Price Adjustment increase or 75% for a Fuel Price Adjustment decrease as outlined in Section B, Calculation of Fuel Price Adjustment.

A. Price Adjustment Criteria: These requirements provide for a price adjustment, positive or negative, to payments due the Contractor/(DBT) for fluctuations in the cost of fuel consumed in the performance of certain items of work. The total price adjustment must be more than \$400. These price adjustment provisions apply only to those items in the contract as grouped by category and identified in Table A-1. All adjustments will be made based on fuel consumption indicated by Table A-1, and no changes will be made for actual consumption rates.

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

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 10,000 c.y. (7,645.66 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)	840	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Pavement Planing	Apply to quantity based upon Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 s.y. (103.35 s.m.)	254	Gallons per cubic yard (Gallons per cubic meter)	0.90 0.69
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 424, 441, 442, 443, 446, 448, 614, 615, 803, 806, 826, 851, 857,	Gallons per cubic yard (Gallons per cubic meter)	1.70 (2.22)

		860, 880		
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884,	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

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

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

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

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

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

Cost increases in excess of 200% of the Contract Base Price (Cbp) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is greater than 2.00, the Fpa shall be calculated using a Cbp/Mbp ratio of 2.00.

Cost decreases in excess of 75% of the Contract Base Price (CBP) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.75, the Fpa shall be calculated using a Cbp/Mbp ratio of 0.75.

For a Price Increase:

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

For a Price Decrease:

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

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

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

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

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

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

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

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

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

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

A. Eligibility

If the Department's asphalt binder index has increased or decreased in excess of 10 percent, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$400.

B. Price Adjustment Criteria and Conditions:

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

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

The Department will use the selling price for PG64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month to calculate the BI and PI. The calculated asphalt binder BI will be posted by the Department as the index for the following month. The calculated asphalt binder PI will be posted by the Department as the index for the current month.

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

C. Price Adjustment Calculations

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

For a price increase:

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

For a price decrease:

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

Where:

PA = Price Adjustment

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

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

C = BI x percent virgin asphalt binder / 100

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

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

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established by OMM or, if an OMM conversion factor is not established, according to the Department's Construction and Material Specifications Item 440.07.

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

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

D. Extra Work/Force Account:

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

UTILITY NOTE
Cuyahoga County – CUY-490-0.00
PID #107408
Date: 11/21/23

- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Proposed R/W & Construction Centerline*.
- All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and (District Utilities Coordinator or Design Consultant). ODOT shall not be held responsible for delay claims resulting from agreements made between the utility companies and the State's Highway Contractor without ODOT's prior consent to the agreement.
- The State's Highway Contractor shall notify ODOT's Project Engineer, **in writing**, within **24 hours** of any project related contact with a utility company.
- Company work time frames **DO NOT** include Ohio Revised Code 48-hour One Call requirements.
- Utility relocation work is based on the sequence of construction in the highway plan. Any changes made to the sequence of construction, after the project is sold, may impact the utility relocation completion dates.
- It **should not** be assumed a Company's work, in all locations, can be performed concurrently, unless otherwise noted. The number of working days for a Company to perform their relocation work may not be consecutive.
- Non-compliance in meeting established target dates could cause ODOT to incur project delays and/or additional costs. In this regard, 5515.02 ORC gives the Department the authority to ensure project clearance and recover costs.
- For further responsibilities of the State's Highway Contractor and Utility Companies, see the *Department of Transportation Construction and Material Specifications*, sections 105.07 & 107.16.
- The Companies shall comply with the following requirements, regarding restoration of areas within the project limits, where their facilities have been relocated due to proposed project work:
 - All excavations shall be backfilled with suitable material and compacted to ODOT specifications.
 - Mounding of dirt over trenches will not be permitted. Preliminary cleanup will be required while working and unsuitable material hauled away.
 - Trenches are not to remain open overnight, other than what is needed to start the next day's work. Those trenches shall be covered with a steel plate and designated with safety cones or barrels.
 - All disturbed right of way shall be restored to its original condition or better, and seeded and mulched as per Item 659, ODOT specifications. ***Excavations must be restored within 7 days of original date of disturbance.***
 - All trenched driveway approaches shall be backfilled with granular material and compacted to ODOT specifications. Driveway surfaces shall be replaced in kind. Consult with (District Utilities Coordinator or Design Consultant) on how to handle disturbed sidewalks.
- The following aerial relocation work is complex and must be performed in a certain order. One company's time schedule will depend on the other companies performing their work. The aerial relocation work will be performed in the following descending order.
- The State's Highway Contractor may need to coordinate his underground work with a/all Utility Companies within the project limits.

*****NOTE*****All aerial and underground relocation work shall be completed as stated herein.

Air Products & Chemicals, Inc

Mr. Jim Jones

216-781-2817

jonesje@airproducts.com

Air Products has no facilities within project limits. No conflicts.

AT&T

Mr. James Janis

216-534-7285

pj8191@att.com

AT&T has no facilities within the project limits. No conflicts.

AT&T Transmission

Mr. William Taggart

614-868-2511 (office)

614-370-5414 (mobile)

wt2462@att.com

ATT Transmission has no facilities within the project limits. No conflicts.

Buckeye Pipeline

Mr. Chris McPike

484-951-7317

cmcpike@buckeye.com

Buckeye's pipeline is under the railroad bridge. No utility impact during the project. No conflicts.

City of Cleveland, Traffic

Mr. Andrew Cross

216-664-3197

across@city.cleveland.oh.us

Cleveland Traffic has no facilities within the project limits. No conflicts.

Charter Communications

Mr. Rick Palencar

216-555-5032

Rick.palencar@charter.com

Charter/Spectrum is clear of the area. No conflicts.

City of Cleveland Water

Ms. Donika Mecaj

216-563-7850 x37850

Donika_mecaj@clevelandwater.com

The only water work involved is a hydrant relocation on W. 7th Street. Hydrant to be relocated from approximately 13+48, 9.5' Lt to 13+48, 20.5' Lt (plan Sheet 550).

Cleveland Public Power

Mr. Beau Steinmetz

216-664-3922 ext.173

bsteinmetz@cphp.org

Cleveland Public Power has no facilities within the project limits.

Cleveland Water Pollution Control

Mr. Alan Schiely

216-664-3638

aschiely@clevelandwpc.com

Cleveland Water Pollution Control has no conflicts with the proposed work.

Crown Castle

Mr. Jon Tarnowski

585-445-5813

585-465-1261 cell

Jon.tarnowski@crowncastle.com

Crown Castle has no facilities within the project limits. No conflicts.

Dominion Energy of Ohio-Cleveland

Mr. K. Aaron Conant

k.aaron.conant@dominionenergy.com

Dominion Energy has facilities within the project limits, but no conflicts.

Energy Transfer/Sunoco Pipeline

Mr. John Ruskay

610-670-3286

John.ruskay@energytransfer.com

The company's facilities are not within the project limits. No conflicts.

Everstream Solutions

Gio Reillo

216-905-0780

greillo@everstream.net

The company has no facilities within the project limits.

O: 2021089\107408\400-Engineering\Utilities\Correspondence

Illuminating Company (First Energy)

Mr. John Zassick

jmzassick@firstenergycorp.com

440-546-8706

The Illuminating Company has no facilities in conflict on this project.

Mastec Utility Services

Mr. Michial Klein

Michial.klein@mastec.com

No conflict of facilities within the project limits.

Mastec is covered through Verizon/MCI for this project.

MCI

Mr. Allan Guest

330-622-5967

Allan.guest@verizon.com

MCI/Verizon has no facilities within project limits. No conflicts.

Northeast Ohio Regional Sewer District

Mr. Robert Stoerkel

216-881-6600 ext.6802

stoerkelr@neorsd.org

Northeast Ohio Regional Sewer District has no conflicts with the facilities.

ODOT Central ITS

Cen.its.lab@dot.ohio.gov

Mr. Paul Beck

614-387-0695

Paul.beck@dot.ohio.gov

No comments received on Stage 2 submittal.

ODOT D12 Electric

Mr. Curtis Wills

216-581-2100

Curtis.wills@dot.ohio.gov

No comments received from Stage 2 plan submittal.

No comments received from Stage 3 plan submittal.

O: 2021089\107408\400-Engineering\Utilities\Correspondence

ODOT D12 Traffic

Mr. Curtis Wills

216-581-2100

Curtis.wills@dot.ohio.gov

No comments received from Stage 2 plan submittal.

No comments received from Stage 3 plan submittal.

Windstream Ohio

Mr. Leon Taylor

Leon.taylor@windstream.com

Windstream has no facilities within the project limits. No conflicts.

Zayo Communications

Mr. Dave Galuska

234-281-0025

Dave.galuska@zayo.com

Zayo has no facilities within the project limits. No conflicts.

Utility Note prepared by

Dave Gasper

GPD Group

330-564-2363

dgasper@gpdgroup.com

UTILITY NOTE
CUY 490-1.00
PID 25622
December 6, 2023

- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Construction Centerline*.
- If there are any discrepancies between field markings and what the highway plan indicates, please contact Steven Sasala, ODOT District 12 Utilities Coordinator 330-329-9063 prior to any subsurface work being initiated. If applicable, test hole data sheets will be provided to ODOT's Project Engineer and the State's Roadway Contractor at the Pre-Construction Meeting.
- All changes to relocation work as described in the Utility Note must be approved by the ODOT Project Engineer and District Utilities Coordinator. ODOT shall not be held responsible for delay claims resulting from agreements made between the utility companies and the State's Highway Contractor without ODOT's prior consent to the agreement.
- The State's Highway Contractor shall notify ODOT's Project Engineer, **in writing**, within **24 hours** of any project related contact with a utility company.
- Company work time frames **DO NOT** include Ohio Revised Code 48 hour One Call requirements.
- Utility relocation work is based on the sequence of construction in the highway plan. Any changes made to the sequence of construction, after the project is sold, may impact the utility relocation completion dates.
- It **should not** be assumed a Company's work, in all locations, can be performed concurrently, unless otherwise noted. The number of working days for a Company to perform their relocation work may not be consecutive.
- Non-compliance in meeting established target dates could cause ODOT to incur project delays and/or additional costs. In this regard, 5515.02 ORC gives the Department the authority to ensure project clearance and recover costs.
- For further responsibilities of the State's Highway Contractor and Utility Companies, see the ***Department of Transportation Construction and Material Specifications***, sections 105.07 & 107.16.
- The Companies shall comply with the following requirements, in regards to restoration of areas within the project limits, where their facilities have been relocated due to proposed project work:
 - All excavations shall be backfilled with suitable material and compacted to ODOT specifications.
 - Mounding of dirt over trenches will not be permitted. Preliminary cleanup will be required while working and unsuitable material hauled away.
 - Trenches are not to remain open overnight, other than what is needed to start the next day's work. Those trenches shall be covered with a steel plate and designated with safety cones or barrels.
 - All disturbed right of way shall be restored to its original condition or better, and seeded and mulched as per Item 659, ODOT specifications.

- All trenched driveway approaches shall be backfilled with granular material and compacted to ODOT specifications. Driveway surfaces shall be replaced in kind.
- The State's Highway Contractor may need to coordinate his underground work with a/all Utility Companies within the project limits.

Disposition of utilities and relocations will be provided at a later date.

Utility Note prepared by Steven Sasala, PE

**CUYAHOGA COUNTY
CUY-490-Major Bridge; PID 107408
CSX TRANSPORTATION INC.**

**CSX Great Lakes Zone, Willow Ind. Track (2 locations)
MP BJB-72.42 & MP BJB-72.68
OP# OH 1515**

SPECIAL CLAUSES IN THE PROPOSAL

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

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

The number of trains operating through the improvement is estimated to be:

0 Passenger trains per day @ ___ miles per hour.

6 Freight trains per week @ 25 miles per hour.

7. Railroad Insurance Requirements

Contractor shall procure and maintain in the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as additional insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a) The Railroad Protective Liability Insurance must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - b) CSX Transportation must be the named Insured on the Railroad Protective Liability Insurance Policy.
 - c) Name and Address of the Contractor and Agency must appear on the Declarations page.
 - d) Description of operations and location must appear on the Declarations, and must match the project description.
 - e) Authorized endorsements must include the Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.
 - f) Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion – IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index Form CL/IL 240
 - g) Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any other endorsement that is not named in 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A.M. Best rated A- and Class VII or better.
6. The CSX OP number (found at the top of pg. SC-1) **must** appear on each Declarations page and/or Certificate of Insurance. Otherwise, approval from CSX could be delayed or denied.
7. Such additional or different insurance as CSXT may require.

8. Additional Insurance Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL. 32202

OR

insurancedocuments@csx.com

with an email copy of all insurance documentation to the following:

Larry J. Shaw, PE | Senior Project Manager-Rail Division
Alfred Benesch & Company (General Engineering Consultant for CSX)
Phone: 317-417-1902
Email: lshaw@benesch.com

2. Contractor may not begin work on the Project until it has received CSXT's written approval of the required insurance.

9. General Insurance Requirements

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

10. To indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, the State or the Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about CSXT's property.

The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above.

11. The Railroad company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract.

Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating.

The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

Such protection will be required when men or equipment are working within clearances limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits.

The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company. Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the Contractor with the railroad and the cost for its use, including protection or railroad traffic, shall be borne by the Contractor.

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

Mr. David C. Clark
Director Construction Engineering
CSX Transportation, Inc.
Email: David_Clark@csx.com

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

Railroad protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

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

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

12. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
13. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.

14. Methods and procedures for performing work on property of **CSX Transportation, Inc.** must be approved by:

Mr. David C. Clark
Director Construction Engineering
CSX Transportation, Inc.
Email: David_Clark@csx.com

14. The Contractor will be required to follow all terms and conditions of the attached CSX Transportation ***Construction Submission Criteria*** and ***CSXT Special Provisions***.

15. Prior to starting work on CSX Right-of-Way, CSX requires the Contractor to complete the CSX '***Schedule P*** form (located at the end of the '***CSX Special Provisions***' document) and email the completed form to:

Larry J. Shaw, PE | Senior Project Manager-Rail Division
Alfred Benesch & Company (General Engineering Consultant for CSX)
Phone: 317-417-1902
Email: lshaw@benesch.com

with a copy to:

nicole_henning@csx.com

End of Special Clauses

CSX TRANSPORTATION

CONSTRUCTION
SUBMISSION CRITERIA

INTRODUCTION

SECTION I: Definitions

SECTION II: Construction Submissions

SECTION III: Hoisting Operations

SECTION IV: Demolition Procedure

SECTION V: Erection Procedure

SECTION VI: Temporary Excavation and Shoring

SECTION VII: Track Monitoring

INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSX property (ROW). Work plans shall be submitted for review to the designated CSX Engineering Representative for all work which presents the potential to affect CSX property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSX operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSX Standards and Special Provisions, CSX Insurance Requirements, CSX Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSX standards are subject to change without notice, and future revisions will be made available at the CSX website: www.csx.com.

I. DEFINITIONS

1. Agency – The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)
2. AREMA – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
3. Construction Submission – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
4. Controlled Demolition – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSX employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSX's ability to access its property at all times.
5. Contractor – The Agency's representative retained to perform the project work.
6. Engineer – CSX Engineering Representative or a GEC authorized to act on the behalf of CSX.
7. Flagman – A qualified CSX employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
8. GEC – General Engineering Consultant who has been authorized to act on the behalf of CSX.
9. Horizontal Clearance – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
10. Professional Engineer – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
11. Potential to Foul – Work having the possibility of impacting CSX property or operations; defined as one or more of the following:
 - a. Any activity where access onto CSX property is required.

b. Any activity where work is being performed on CSX ROW.

c. Any excavation work adjacent to CSX tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSX property limits.

d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.

e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.

f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.

g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSX.

12. ROW – Right of Way; Refers to CSX Right-of-Way as well as all CSX property and facilities. This includes all aerial space within the property limits, and any underground facilities.

13. Submission Review Period - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.

14. Theoretical Railroad Live Load Influence Zone – A 1 horizontal to 1 vertical theoretical slope line starting at bottom corner of tie.

15. TOR – Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.

16. Track Structure – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.

17. Vertical Clearance – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.

B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.

C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.

D. All construction plans shall include a map of the work site, depicting the CSX tracks, the CSX right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.

E. Please note that CSX will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSX.

F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.

G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.

H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

I. Blasting will not be permitted to demolish a structure over or within CSX's right-of-way. When blasting off of CSX property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.

J. Blasting is not permitted adjacent to CSX right-of-way without written approval from the Chief Engineer, CSX.

K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
3. No blasting shall be done without the presence of an authorized representative of CSX. Advance notice to the Engineer is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.

4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSX property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

5. The Agency or Contractor may not store explosives on CSX property.

6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:

1. A plan view drawing shall depict the work site, the CSX track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.

1. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.

2. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.

3. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).

4. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.

5. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.

6. For built-up rigging devices, the contractor shall submit the following:

i. Details of the device, calling out material types, sizes, connections and other properties.

ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.

iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.

8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.
9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.

B. Existing Condition of structure being demolished:

1. The Contractor shall submit as-built plans for the structure(s) being demolished
2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.

C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:

1. All cranes and equipment, calling out the operating radii.
2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track
3. Proposed locations for stockpiling material or locations for truck loading
4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
5. Note that no crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.

D. Demolition submittal shall also include the following information:

1. All hoisting details, as dictated by Section III of this document.
2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.
3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its contractor.

E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.

G. A minimum quantity of twenty five (25) tons of CSX approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.

H. The use of acetylene gas is prohibited for use on or over CSX property. Torch cutting shall be performed utilizing other materials such as propane.

I. CSX's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

J. Demolition Debris Shield

1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSX.
2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
 - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.

iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.

iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.

v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").

vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.

vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.

K. Vertical Demolition Debris Shield

1. This type of shield may be required for substructure removals in close proximity to CSX track and other facilities, as determined by the Engineer.

2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.

B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:

1. All proposed locations of all cranes and equipment, calling out the operating radii.
2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
3. All proposed locations for stockpiling material or locations for truck loading.
4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.

C. No crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.

D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:

1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum

vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.

E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.

1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.

3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.

F. Erection procedure submissions shall also include the following information:

1. All hoisting details, as dictated by Section III of this document.

2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.

3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.

4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its Contractor.

5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSX. Shoring shall be provided in accordance with the AREMA, except as noted below.

B. Shoring may not be required if all of the following conditions are satisfied:

1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.

2. The track structure is situated on level ground, or in a cut section, and on stable soil.

3. The excavation does not adversely impact the stability of a CSX facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSX property with potential to foul.

4. Shoring is not required by any governing federal, state, local or other construction code.

C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSX track structure without shoring will not be permitted.

D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSX property or within the Theoretical Railroad Live Load Influence Zone.

E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.

F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.

G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.

H. All shoring systems on, or adjacent to CSX right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.

I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:

1. Within 18'-0" of the nearest track centerline
2. Within the live load influence zone
3. Within slopes supporting the track structure
4. As otherwise deemed necessary by the Engineer.

J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

K. The following design considerations shall be considered when preparing the shoring design package:

1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20.
2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.

4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:

- i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
- ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline

L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:

1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
2. Full design calculations for the shoring system shall be furnished.
3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

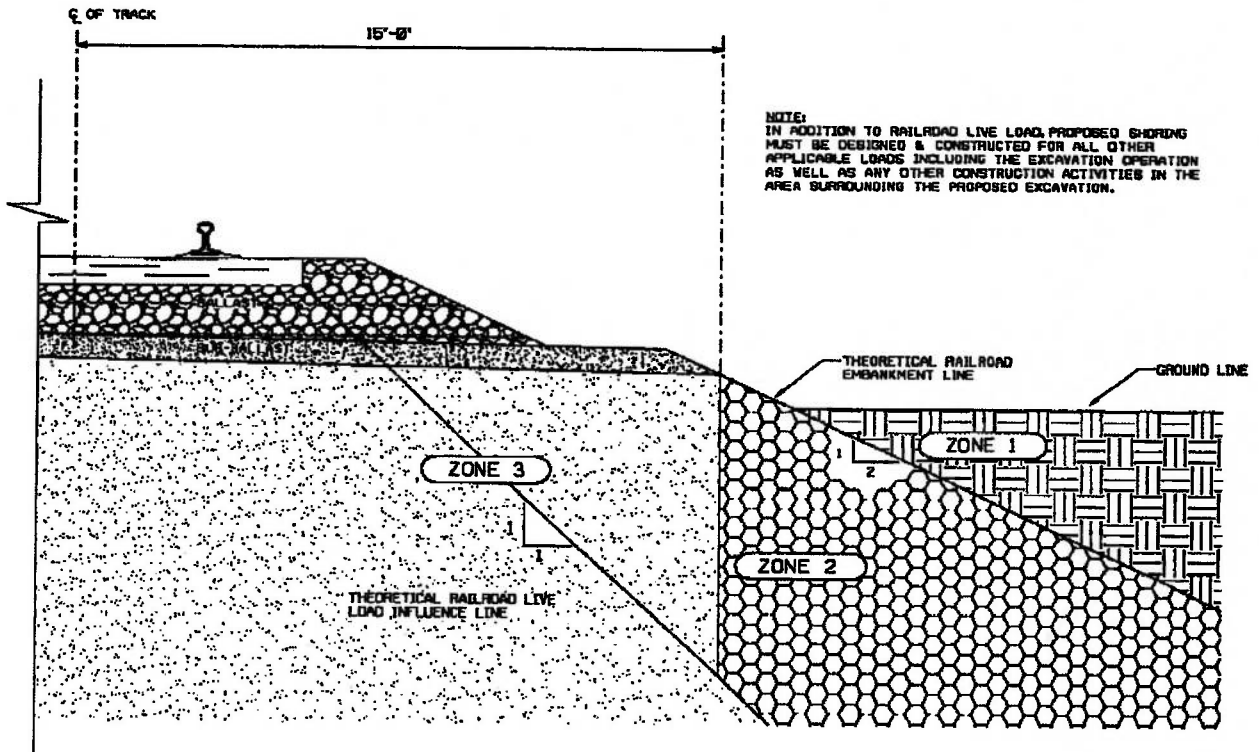
A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSX track and roadbed.

B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSX reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.

C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.

D. If any movement has occurred as determined by the Engineer, CSX will be immediately notified. CSX, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSX or performed by CSX including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



NORMAL REQUIREMENTS FOR SHORING ADJACENT TO TRACK



ZONE 1 - EXCAVATIONS ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE - DO NOT NORMALLY REQUIRE SHORING TO PROTECT RAILROAD ROADBED. SHORING MAY BE REQUIRED FOR OTHER REASONS.



ZONE 2 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHORING, BUT THE SHORING MAY NORMALLY BE PULLED AFTER THE EXCAVATION HAS BEEN BACKFILLED.



ZONE 3 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 WILL NORMALLY REQUIRE THE SHORING TO BE LEFT IN PLACE AND CUT-OFF 3' BELOW BASE OF RAIL. SHORING MUST BE DESIGNED FOR COOPER E88 LIVE LOAD

End of CSX Construction Submission Criteria

CSX TRANSPORTATION

CSX SPECIAL PROVISIONS

Published by CSX
2000 South Tower
Date Issued May 2000

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSX" shall mean CSX Transportation, Inc., its successors and assigns.

"CSX Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSX and Agency dated as of ____, 20__ amended from time to time.

"Agency" shall mean the _____, _____

"Agency Representative" shall mean the authorized representative of _____, _____

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSX ENGINEER

The CSX Representative shall have final authority in all matters affecting the safe maintenance of CSX operations and CSX property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSX operations and CSX property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSX OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSX operations, including, but not limited to: train, signal, telephone and telegraphic services, or damage to CSX's property, or to poles, wires, and other facilities of tenants on CSX's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSX Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSX Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSX's property, Agency or its Contractor shall make such provision. If the CSX Representative determines that such provision is insufficient, CSX may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

C. Should work activities be required within CSX property or right-of-way, the Contractor shall request CSX to locate any buried utilities or facilities (air lines, wells, etc.). A written request shall be delivered to the CSX Representative at least five (5) days in advance. The traditional "One Call" utility locate services are not responsible for locating any CSX underground utilities or facilities.

III. INSURANCE

The Contractor shall not be permitted to work on, or have potential to foul, CSX property or right-of-way until CSX has acknowledged written acceptance of the insurance coverages for the proposed project.

IV. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on CSX Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSX in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSX at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on CSX property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization, through the Notice to Proceed, from the CSX Representative to begin Work on CSX property. Once authorization is given, Agency or Contractor shall provide a detailed schedule to include means and methods for review, comment and/or approval prior to commencement of work. CSX will in turn provide direction regarding specific conditions with which it must comply.
- C. Obtain from CSX the names, addresses and telephone numbers of CSX's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

V. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSX property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSX or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSX or Agency, but must be approved by both CSX and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSX.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSX for such changes to be accomplished at the Agency or Contractor's expense.

VI. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSX property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSX and shall execute a license agreement or right of entry satisfactory to CSX, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
 1. Temporary construction haul roads across CSX tracks will require a separate application and payment to CSX Property Services. Agreement extensions require additional payment. Actual cost is variable and project specific. Additional information can be found at this URL: <https://www.csx.com/index.cfm/customers/value-added-services/property-real-estate/permitting-utility-installations-and-rights-of-entry/>
- B. Agency and Contractor shall not cross CSX's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VII. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSX for accomplishing stage construction involving work by CSX. In arranging its schedule, Agency or Contractor shall ascertain, from CSX, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. Agency or Contractor may not charge any costs or submit any claims against CSX for hindrance or delay caused by railroad traffic; work done by CSX or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSX does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSX for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VIII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSX's property or where they may potentially interfere with CSX's operations, unless Agency or Contractor has received CSX Representative's prior written permission. Agency and Contractor understand and agree that CSX will not be liable for any damage to such materials and equipment from any cause and that CSX may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

IX. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSX property shall be subject to CSX's inspection and approval.
- 2. Construction work on CSX property shall be in accord with CSX's Construction Submission Criteria, latest edition and CSX's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSX Safe Way manual, which Agency and Contractor shall be required to obtain from CSX, and in accord with any other instructions furnished by CSX or CSX's Representative. Failure to comply with the terms of the agreement and CSX rules can result in mandatory railroad worker protective training for the Agency, Contractor and its subcontractors.

B. Blasting

- 1. Agency or Contractor shall obtain CSX Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSX property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized representative of CSX. At least thirty (30) days' advance notice to CSX Representative is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSX's property resulting from the blasting, as directed by CSX Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSX property.

2. CSX Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

X. ENVIRONMENTAL

- A. Should soil excavation within CSX property be anticipated and said soils cannot remain on CSX property during and after construction, then CSX Environmental must be contacted at least thirty (30) days in advance of the work in order to schedule sampling, classification and disposition of material. Excavated material is prohibited from being removed from CSX property, or rights-of-way, without expressed written direction from CSX. Should final disposition require disposal of excavated material, CSX shall have sole discretion of means and location of said disposal. The project sponsor or Agency will bear all costs associated with sampling, staging and subsequent disposal if deemed necessary. Contractor will be required to obtain all disposal tickets / documentation and provide the information to the CSX Representative. CSX will not bear any costs associated with this work.
- B. Any waste materials generated by the Project, including but not limited to washing with cleaning solvents, blasting, scraping, brushing and painting operations, shall be the responsibility of the Agency or its Contractor and shall be contained, collected and properly disposed of by the Agency or its Contractor. Agency and its Contractor agree to fully comply with all federal, state, and local environmental laws, regulations, statutes and ordinances at all times.

XI. MAINTENANCE OF DITCHES ADJACENT TO CSX TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. In addition, Agency or Contractor shall maintain all CSX property or right-of-way impacted by project operations including but not limited to; access or haul roads, staging areas, parking lots in a manner that provides CSX free and clear access to facilities, materials while providing acceptable driving surfaces free of drainage impacts or reduced CSX capacity. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

XII. TRACK PROTECTION / INSPECTION SERVICE

- A. CSX has sole authority to determine the need for track protection required to protect its operations and property. In general, track protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSX, or over tracks.
- B. Agency shall reimburse CSX directly for all costs of track protection that is required on account of construction within CSX property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of thirty (30) days' advance notice to CSX Representative for anticipated need for track protection. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSX to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service and CSX shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSX shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSX Representative, such inspection may be necessary. Agency shall reimburse CSX for the costs incurred by CSX for such inspection service. Inspection service shall not relieve Agency or Contractor from liability.
- E. CSX shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSX and its employees, or if the tax rates on labor are changed, bills will be rendered by CSX and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require track protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XIII. UTILITY FACILITIES ON CSX PROPERTY

Agency shall arrange, upon approval from CSX, to have any utility facilities on or over CSX Property changed as may be necessary to provide clearances for the proposed trackage.

XIV. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove and dispose from CSX's Property any temporary construction work, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSX Property in neat condition, satisfactory to the CSX Representative.

XV. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSX may require Agency and/or Contractor to vacate CSX Property; and (b) CSX may withhold monies due Agency and/or Contractor; (c) CSX may require Agency to withhold monies due Contractor; and (d) CSX may cure such failure and the Agency shall reimburse CSX for the cost of curing such failure.

End of CSX Special Provisions

ESTIMATE SUBJECT TO REVISION AFTER: 11/6/2024 DOT NO.: 973804A, 9768201
 CITY: Cleveland COUNTY: Cuyahoga STATE: OH
 DESCRIPTION: Bridge Rehabilitation - I-490 over CSX.
 ZONE: Great Lakes SUB-DIV: Cleveland (Willow IT) MILE POST: BJB-72.42 / 72.68
 AGENCY PROJECT NUMBER: CUY-490-Major Bridge; PID 107408

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$10,000
	Subtotal	\$10,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$69,300
	Subtotal	\$69,300

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @	
50	Labor (Foreman/Inspector)	112	Days @ \$ 504.00
70	Additive (Transportation Department)		
50	Additive 160.00% (Engineering Department)		
	Subtotal		\$146,765

SIGNAL & COMMUNICATIONS WORK:

TRACK WORK:

	PROJECT SUBTOTAL:	\$226,065
900	CONTINGENCIES: 10.00%	\$22,606

PROJECT TOTAL:	*****	\$248,671
CURRENT AUTHORIZED BUDGET:	*****	\$0
TOTAL SUPPLEMENT REQUESTED:	*****	\$248,671

DIVISION OF COST:

Agency	100.00%	\$248,671
Railroad	0.00%	\$0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch	Approved by: BWA	CSXT Public Project Group
DATE: 11/07/23	REVISED: 01/00/00	DATE: 11/07/23

Cleveland, Cuyahoga County, Ohio
CUY-490-Major Bridge, PID 107408
CSX Transportation, Inc.
CSXT Milepost: BJB-72.42 & MP BJB-72.68
CSXT OP# OH1515

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement No. 35306 dated March 14, 2023, revised October 11, 2023 (accepted December 12, 2023 by CSXT), between the Ohio Department of Transportation and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including the Special Clauses In The Proposal.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

CUYAHOGA COUNTY
CUY-490-Major Bridge, PID 107408
Keystone Division, Cleveland Belt Line
MP CB-0.61, AARDOT #941944N
NS File No. _____

SPECIAL CLAUSES IN THE PROPOSAL

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

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with a public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio, and further to carry insurance of the kinds and amounts as delineated on pgs. 16-20 in the Norfolk Southern's 'Special Provisions for Protection of Railway Interest' (attached).

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

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

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

Minimum number of contractor protective services days needed: 90

Number of contractor protective services personnel needed: 1

- Norfolk Southern accepts electronic submissions of insurance policies at:

NSRisk3@nscorp.com

Required documentation and other requirements are outlined in the attached Norfolk Southern ‘Special Provisions for Protection of Railway Interest’ under subsection 14 - Insurance. Contractors should email their insurance documentation to Norfolk Southern a min. of 30 days prior to their anticipated start date.

- Allow a min. of **30 days** from the day that Norfolk Southern receives your submission until approval or denial is received back from NS - Resubmission of missing or revised information may take an additional 30 days for NS to review and approve.
- Including the NS file number (at the top of pg. SC-1) on the cover page of the insurance transmittal will aid in quickly identifying the project for which the submission has been made. However, do not include milepost data or DOT #'s in the actual policy.
- **No work can begin on NS ROW until the Contractor’s insurance has been submitted and approved in writing by NS.**
- **The Contractor will not be paid for RR insurance coverage until evidence of insurance acceptance by Norfolk Southern is provided to the ODOT District Area Engineer or his/her designee.**

(a) General Insurance Requirements

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

7. The State’s contractor shall comply with the Norfolk Southern “Special Provisions for Protection of Railway Interest”(attached). The provision, contained in the Norfolk Southern “Special Provisions for Protection of Railway Interest”, of such contractor protective services and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

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

E.W. Chambers
Senior Engineer Public Improvements
Norfolk Southern Corporation
650 West Peachtree Street, NW., Box 45
Atlanta, GA 30308
Telephone: (470-463-6307)
eldridge.chambers@nscorp.com

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

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

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

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

8. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipelines other than shown on the plans for the project.
9. If at any time the contractor desires a temporary crossing (or the drawings show a temporary crossing is necessary) of the railroad's tracks, he shall make a request for a temporary crossing from the railroad.

Contractor shall complete and execute railroad's regular form of private grade crossing agreement covering the crossing desired, paying any fees directly to the railroad necessary for construction, maintenance, removal, protection and other costs associated with the temporary crossing – See attached NS 'Private Road Crossing Application' (at the end of the attached Norfolk Southern 'Special Provisions for the Protection of Railway Interests'), or go to:

<http://www.nscorp.com/content/nscorp/en/real-estate/norfolk-southern-services/private-crossings.html>

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

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

E.W. Chambers
Senior Engineer Public Improvements
Norfolk Southern Corporation
650 West Peachtree Street, NW., Box 45
Atlanta, GA 30308
Telephone: (470-463-6307)
eldridge.chambers@nscorp.com

AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER

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

NOTICE OF STARTING WORK

- A. The Contractor shall not commence any work on Railroad right of way until he has complied with the following conditions:
 1. Give the Railroad Engineer at least ten working day advance written notice, with copy to the Engineer, of the date he proposes to begin work on railroad right of way. Said notice shall be sent to Mr. D.A. Becker, Chief Engineer, Design & Construction, Norfolk Southern Corporation, 650 West Peachtree Street, N.W. Box 45, Atlanta, Georgia 30308 – Attn. EW Chambers
 2. Obtained written authorization from the Railroad Engineer to begin work on Railroad right of way.
 3. Obtained written approval from the Railroad of the Railroad Protective Liability Policy of Insurance.
- B. The Railroad Engineer's written authorization to proceed shall include the names, addresses, and telephone numbers of the railroad's local representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility shall be specified.

CONTRACTOR PROTECTIVE SERVICES

A. WHEN REQUIRED

Under the terms of the Agreement between the Department and the Railroad, the Railroad has the sole authority to determine the need for contractor protective services. In general, the requirements of such contractor protective services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right of way and is across, over, adjacent to, or under a track, or when such work has the likelihood to disturb the railroad track structure, roadbed or the track surface and alignment of any track to such an extent that the movement of trains must be controlled.

The Contractor will be required to coordinate, obtain and directly pay for Contractor Protective Services through one of the following Norfolk Southern-certified 3rd party companies:

Railroad Consultants

Steve Lloyd (VP Business Development)
(615) 542-8901

Railpros

D.J. Ezell (Director of Operations RWIC)
(682) 540-4033

In most cases, only one certified railroad Contractor Protective Services personnel is needed – However, more than one Contractor Protective Services personnel may be necessary if sight distances warrant such added protection if previously determined by the Railroad or if the contractor works within distances that violate instructions given by the Railroad's local representative, or performs work that has not been scheduled with the Railroad's local representative, additional Contractor Protective Services personnel may be required full time until the project has been completed.

B: SCHEDULING AND NOTIFICATION

The Contractor shall furnish to the Railroad's local representative and the Engineer a schedule for all work required to complete the portion of the project within the Railroad right of way and arrange for a job site meeting between the Contractor, Engineer, the Railroad's local representative, and the Contractor Protective Services personnel

Work may not be start until such field meeting has been conducted and the Railroad's local representative approves of the scheduled start date, approval of and duration of Contractor Protective Services personnel

The Contractor shall give the Railroad's local representative, copy to the Engineer, at least 10 working days of advance written notice of work to be performed within railroad right of way.

Such notices shall include sufficient details of the proposed work to enable the Railroad's local representative to determine if Contractor Protective Services will be required. No work shall be undertaken until Contractor Protective Services are present at the job site.

C. SUSPENSION OF WORK

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

D. CONTRACTOR RIGHT-OF-ENTRY

Before the Contractor starts any work on Norfolk Southern property, the Contractor is required to complete and submit the attached NS Right-of-Entry (ROE) Application (at the end of the following NS 'Special Provisions' section). Contractor is to allow 10-14 days from the time the application is submitted until the ROE is received back approved by NS. No fee is required to be submitted by the Contractor.

Email the completed ROE Application to:

E.W. Chambers
Senior Engineer Public Improvements
Norfolk Southern Corporation
650 West Peachtree Street, NW., Box 45
Atlanta, GA 30308
Telephone: (470-463-6307)
eldridge.chambers@nscorp.com

End of Special Clauses

SC-6

Rev.012723

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

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

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

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, herein after referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as "Railroad Representative”.

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

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services. These terms and conditions are subject to change without referred to as “Contractor Protective Services”

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice as the sold discretion of the Railroad. The Contractor must request the latest version of these provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system- wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 4. Obtained Contractor Protective Services as required by Section 8 herein.
 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 7. Obtained written authorization from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Construction Checklist – Direct Hire have been completed
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project -related utility work that is to occur on, over, or under Railroad's right-of-way must be coordinated with the North Southern Pipe and Wire Program. The Contractor must receive approval from the North Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK

- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.
 3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative.

The reference to an “observer” is defined as a person who has the authority to deny access to Contractor’s workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor’s workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

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

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for NS and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending upon on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad’s property that has the potential to affect the Railroad’s train operations or disturb the Railroad’s Property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor’s Engineer prior to the submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shopdrawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunction

B. Ballast Protection

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

C. Excavation:

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

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall be permitted within the Theoretical Railroad Embankment (Zones 1, 2 or 3) as shown on NS Typical Drawing No. 4 – Shoring requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E - Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

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

E. Pipe, Culvert, & Tunnel Installations

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

F. Demolition Procedures

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

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw cutting). No impact equipment (track mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

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

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing verticalclearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity ofthe demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directedby the Railroad Engineer.

4. Vertical Demolition Debris Shield

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

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom length, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- K. Storage of Materials and Equipment:
1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
 2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

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

7. DAMAGES:

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

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad 's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Prime Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction – Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed temporary private crossing agreement between the Contractor and the Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

11. COOPERATION AND DELAYS:

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

12. TRAINMAN'S WALKWAYS:

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

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

- A. The Contractor and/or the Sponsor’s personnel authorized to perform work on Railroad’s property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor’s personnel must be familiar with Norfolk Southern’s standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vest are required.
- C. No person is allowed to perform construction activities which may impact the Railroad’s property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services
- F. All welders and cutting torches working within 25’ of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15’ of centerline of track without specific permission from Railroad Representative from the Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25’ of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Railroad Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

1. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CLL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 20 11/85.

2. Automobile Liability Insurance with a current ISO occurrence from policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles leased used in connection the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 14.A (excluding any Workers’ Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days’ prior written notice to the insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurances required in 15.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.

- 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional insured endorsement to provide coverage for up stream parties.
 - 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of this project:
- 1. Railroad Protective Liability Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

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

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) RPL Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

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

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to the Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer.

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor’s Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor’s Insurance in Section 15.A (i.e. the Contractor’s commercial general, automobile, and workers’ compensation liability insurance, etc.) The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also include that the Workers’ Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance

15. FAILURE TO COMPLY:

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

16. PAYMENT FOR COST OF COMPLIANCE:

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



17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor's Project No.: _____

End of Norfolk Southern
Special Provisions for Protection of Railway Interests

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR'S CONTRACTOR
NS File: _____
NS Billing Number _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or
about Company's premises and/or facilities in the vicinity of Company milepost _____

(the "Premises") for the sole purpose of _____

, on behalf of _____
(the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the
"Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt
and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby
agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to
subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized
representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively
"Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment,
machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located
on the Premises, only to the extent specifically designated and approved in writing by authorized
representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that
Principal shall be liable and fully responsible for all actions of Licensees while on the
Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b)
be subject to Company's removal from the Premises, in Company's sole discretion, due to
negligence, misconduct, unsafe actions, breach of this agreement or the failure to act
respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire
to minimize risk and maintain its property with maximum security and minimum distractions or
disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company
personnel as to reasonably avoid accidents, damage or harm to persons or property and
delays or interference with the operations of any Company's facilities and in accordance with
Company's "Special Provisions for Protection of Railway Interest", attached and incorporated
herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative,
advance notification of the presence of Licensees on Designated Property in accordance with
Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and
against any and all claims, demands, losses, suits, judgments, costs, expenses (including
without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death
of any person, including without limitation the Licensees, and damage to or loss of any
property, including without limitation that belonging to or in the custody of Licensees

(the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including but not limited to, material, labor, construction submittal review, supervisory and protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises.
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available

under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

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

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

Print Name: D.A. Becker _____

Title: Chief Engineer Design & Construction _____

Date _____, 20____

Private Road Crossing Application

Application Fee: \$500.00 (non-refundable)

Instructions:

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

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

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

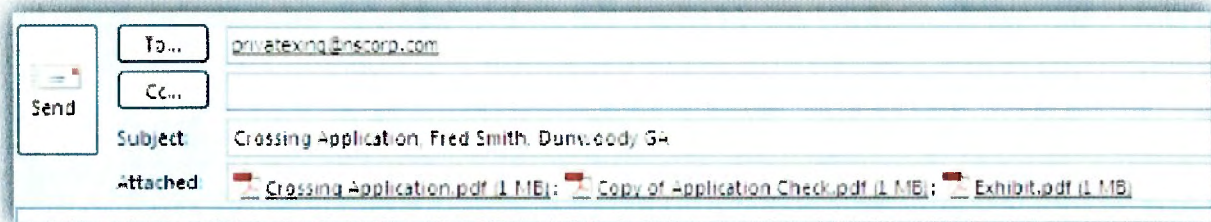
Norfolk Southern Corporation
Real Estate Department
Attn: Private Crossing Application
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309

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

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

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

Example of Email format:



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

Insurance:

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

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

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

Norfolk Southern Railway Company



PRIVATE ROAD CROSSING APPLICATION FORM

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

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

Mailing Address

Billing Address

Street _____

Street _____

City _____

City _____

State _____ Zip _____

State _____ Zip _____

Name of Contact _____

Billing Contact _____

Title _____

Title _____

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

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

E-Mail Address _____

E-Mail Address _____

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

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

CROSSING INFORMATION:

Location of Crossing:

Nearest Town _____ County _____ State _____

Railroad Milepost Reference _____ ft

- North, South, East, West checkboxes

Nearest Street _____ Lat/Long (if known) _____

Crossing:

- to be constructed, already exists DOT No.

If already existing: Are other parties presently using the crossing Yes No

If yes, specify: _____

Are there any agreements covering the crossing Yes No Do not know

If yes, identify and attach copies: _____

Do improvements have to be made at the crossing? Yes No

If yes, explain: _____

Crossing to be: Temporary Permanent

If temporary, when is it to expire? _____

For what purpose is the crossing to be used? _____

Type of Crossing: Commercial Residential Farm

Norfolk Southern Railway Company

PRIVATE ROAD CROSSING APPLICATION FORM FOR

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

Crossing to be used by: Pedestrians Vehicles Both

If crossing is to be used by vehicles:

List type of vehicles: _____

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

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

Will the crossing be open to the public? Yes No

Will the crossing involve an: Overpass Yes No

Underpass Yes No

Parallel Roadway Yes No

List any additional provisions or conditions not mentioned above: _____

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

Signed: _____ **Date** _____

For Railroad use only

Milepost: _____

Division: _____

DOT/AAR: _____

Date Received _____

Date Forwarded _____

Project Number: 240202

To the Director of the Ohio Department of Transportation: The undersigned, having full knowledge of the site, plans and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date Set for Completion: **9/30/2026**

Unit Price Contract

Project Number: 240202

Section 0001 ROADWAY (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E11000	CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E23000	PAVEMENT REMOVED (WT: NR)	NR	SY	148,926.000
0003		202E30000	WALK REMOVED (WT: NR)	NR	SF	1,225.000
0004		202E30600	CONCRETE MEDIAN REMOVED (WT: NR)	NR	SY	9.000
0005		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	8,788.000
0006		202E30800	TRAFFIC ISLAND REMOVED (WT: NR)	NR	SY	140.000
0007		202E32000	CURB REMOVED (WT: NR)	NR	FT	17,482.000
0008		202E35100	PIPE REMOVED, 24" AND UNDER (WT: NR)	NR	FT	7,908.000
0009		202E35200	PIPE REMOVED, OVER 24" (WT: NR)	NR	FT	257.000
0010		202E38000	GUARDRAIL REMOVED (WT: NR)	NR	FT	13,152.000
0011		202E47800	IMPACT ATTENUATOR REMOVED (WT: NR)	NR	EACH	2.000
0012		202E58000	MANHOLE REMOVED (WT: NR)	NR	EACH	13.000
0013		202E58100	CATCH BASIN REMOVED (WT: NR)	NR	EACH	28.000
0014		202E58200	INLET REMOVED (WT: NR)	NR	EACH	61.000
0015		202E70110	SPECIAL - PIPE CLEANOUT, 24" AND UNDER (WT: NR)	NR	FT	163.000
0016		202E70120	SPECIAL - PIPE CLEANOUT, 27" TO 48" (WT: NR)	NR	FT	798.000
0017		202E75000	FENCE REMOVED (WT: NR)	NR	FT	10,034.000
0018		203E10000	EXCAVATION (WT: 04)	04	CY	70,241.000
0019		203E20000	EMBANKMENT (WT: 04)	04	CY	3,009.000
0020		203E35120	GRANULAR MATERIAL, TYPE C (WT: 06)	06	CY	750.000
0021		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	527.000
0022		204E21000	GRANULAR EMBANKMENT (WT: 06)	06	CY	125.000
0023		204E45000	PROOF ROLLING (WT: NR)	NR	HOUR	81.000
0024		206E10500	CEMENT (WT: NR)	NR	TON	4,411.000
0025		206E11000	CURING COAT (WT: 07)	07	SY	145,861.000
0026		206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP (WT: 07)	07	SY	145,861.000
0027		209E15001	RESHAPING UNDER GUARDRAIL, AS PER PLAN (WT: 06)	06	STA	145.000
0028		606E15050	GUARDRAIL, TYPE MGS (WT: 36)	36	FT	12,078.000
0029		606E15150	GUARDRAIL, TYPE MGS HALF POST SPACING (WT: 36)	36	FT	125.000
0030		606E26050	ANCHOR ASSEMBLY, MGS TYPE B (WT: 36)	36	EACH	2.000
0031		606E26150	ANCHOR ASSEMBLY, MGS TYPE E (MASH 2016) (WT: 36)	36	EACH	23.000
0032		606E26550	ANCHOR ASSEMBLY, MGS TYPE T (WT: 36)	36	EACH	16.000

Project Number: 240202

0033	606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1 (WT: 36)	36	EACH	26.000
0034	606E35102	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2 (WT: 36)	36	EACH	11.000
0035	606E60050	IMPACT ATTENUATOR, TYPE 3 (BIDIRECTIONAL) (72" WIDTH) (WT: 36)	36	EACH	1.000
0036	607E23000	FENCE, TYPE CLT (WT: 37)	37	FT	11,119.000
0037	607E70000	FENCELINE SEEDING AND MULCHING (WT: 46)	46	FT	11,119.000
0038	608E10000	4" CONCRETE WALK (WT: 38)	38	SF	1,152.000
0039	608E52000	CURB RAMP (WT: 38)	38	SF	687.000
0040	622E10100	CONCRETE BARRIER, SINGLE SLOPE, TYPE B1 (WT: 38)	38	FT	720.000
0041	622E10120	CONCRETE BARRIER, SINGLE SLOPE, TYPE C (WT: 38)	38	FT	640.000
0042	622E10121	CONCRETE BARRIER, SINGLE SLOPE, TYPE C, AS PER PLAN (WT: 38)	38	FT	31.000
0043	622E10140	CONCRETE BARRIER, SINGLE SLOPE, TYPE C1 (WT: 38)	38	FT	4,973.000
0044	622E10141	CONCRETE BARRIER, SINGLE SLOPE, TYPE C1, AS PER PLAN (WT: 38)	38	FT	30.000
0045	622E10160	CONCRETE BARRIER, SINGLE SLOPE, TYPE D (WT: 38)	38	FT	712.000
0046	622E10161	CONCRETE BARRIER, SINGLE SLOPE, TYPE D, AS PER PLAN (WT: 38)	38	FT	78.000
0047	622E10200	BARRIER TRANSITION (WT: 38)	38	EACH	27.000
0048	622E24840	CONCRETE BARRIER END SECTION, TYPE B (WT: 38)	38	EACH	3.000
0049	622E24850	CONCRETE BARRIER END SECTION, TYPE B1 (WT: 38)	38	EACH	1.000
0050	622E25000	CONCRETE BARRIER END SECTION, TYPE D (WT: 38)	38	EACH	14.000
0051	622E25001	CONCRETE BARRIER END SECTION, TYPE D, AS PER PLAN (WT: 38)	38	EACH	2.000
0052	622E25006	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE B1 (WT: 38)	38	EACH	2.000
0053	622E25009	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE C, AS PER PLAN (WT: 38)	38	EACH	1.000
0054	622E25014	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE C1 (WT: 38)	38	EACH	61.000
0055	622E25015	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE C1, AS PER PLAN (WT: 38)	38	EACH	3.000
0056	622E25050	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE D (WT: 38)	38	EACH	5.000
0057	622E25051	CONCRETE BARRIER, END ANCHORAGE, REINFORCED, TYPE D, AS PER PLAN (WT: 38)	38	EACH	1.000
0058	622E90000	BARRIER, MISC.: CONCRETE BARRIER, TYPE B50, AS PER PLAN (WT: 38)	38	FT	5.000
0059	623E38500	MONUMENT ASSEMBLY, TYPE C (WT: NR)	NR	EACH	30.000
0060	690E98400	SPECIAL - SURVEY CONTROL VERIFICATION (WT: NR)	NR	LS	1.000

Section 0002 EROSION CONTROL (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0061		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	1,457.000
0062		601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT (WT: 35)	35	SY	26.000

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0063	601E21060	TIED CONCRETE BLOCK MAT WITH TYPE 2 UNDERLAYMENT (WT: 35)	35	SY	20.000
0064	601E37501	PAVED GUTTER, TYPE 1-2, AS PER PLAN (WT: 38)	38	FT	169.000
0065	601E38501	PAVED GUTTER, TYPE 3, AS PER PLAN (WT: 38)	38	FT	562.000
0066	659E00100	SOIL ANALYSIS TEST (WT: NR)	NR	EACH	2.000
0067	659E00300	TOPSOIL (WT: 46)	46	CY	8,895.000
0068	659E00530	SEEDING AND MULCHING, CLASS 3B (WT: 46)	46	SY	3,490.000
0069	659E10000	SEEDING AND MULCHING (WT: 46)	46	SY	63,346.000
0070	659E14000	REPAIR SEEDING AND MULCHING (WT: 46)	46	SY	3,342.000
0071	659E15000	INTER-SEEDING (WT: 46)	46	SY	3,342.000
0072	659E20000	COMMERCIAL FERTILIZER (WT: 46)	46	TON	9.330
0073	659E31000	LIME (WT: 46)	46	ACRE	13.810
0074	659E35000	WATER (WT: 46)	46	MGAL	370.000
0075	659E40000	MOWING (WT: 46)	46	MSF	150.000
0076	670E00700	DITCH EROSION PROTECTION (WT: 46)	46	SY	10,282.000
0077	832E15000	STORM WATER POLLUTION PREVENTION PLAN (WT: NR)	NR	LS	1.000
0078	832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS (WT: NR)	NR	LS	1.000
0079	832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE (WT: NR)	NR	LS	1.000
0080	832E30000	EROSION CONTROL (WT: 08)	08	EACH	375,000.000

Section 0003 DRAINAGE (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0081		503E11101	COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN (WT: 35)	35	LS	1.000
0082		605E11110	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC (WT: 35)	35	FT	25,975.000
0083		605E13410	6" UNCLASSIFIED PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC (WT: 35)	35	FT	811.000
0084		605E14020	6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC (WT: 35)	35	FT	44,722.000
0085		611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS (WT: 35)	35	FT	2,694.000
0086		611E00900	6" CONDUIT, TYPE B (WT: 35)	35	FT	2,746.000
0087		611E01100	6" CONDUIT, TYPE C (WT: 35)	35	FT	200.000
0088		611E01400	6" CONDUIT, TYPE E (WT: 35)	35	FT	200.000
0089		611E01500	6" CONDUIT, TYPE F (WT: 35)	35	FT	240.000
0090		611E04400	12" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	51.000
0091		611E05900	15" CONDUIT, TYPE B (WT: 35)	35	FT	7,380.000
0092		611E05900	15" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	27.000
0093		611E05901	15" CONDUIT, TYPE B, AS PER PLAN (WT: 35)	35	FT	9.000
0094		611E06100	15" CONDUIT, TYPE C (WT: 35)	35	FT	314.000

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0095	611E06700	15" CONDUIT, TYPE F, 707.05 TYPE C OR 707.21 (WT: 35)	35	FT	145.000
0096	611E07400	18" CONDUIT, TYPE B (WT: 35)	35	FT	1,983.000
0097	611E07400	18" CONDUIT, TYPE B, 706.02, CLASS 3 (WT: 35)	35	FT	11.000
0098	611E07600	18" CONDUIT, TYPE C (WT: 35)	35	FT	73.000
0099	611E07600	18" CONDUIT, TYPE C, 706.02 (WT: 35)	35	FT	8.000
0100	611E08900	21" CONDUIT, TYPE B (WT: 35)	35	FT	633.000
0101	611E09100	21" CONDUIT, TYPE C, 706.02, CLASS 3 (WT: 35)	35	FT	12.000
0102	611E10400	24" CONDUIT, TYPE B (WT: 35)	35	FT	834.000
0103	611E10600	24" CONDUIT, TYPE C, 706.02 (WT: 35)	35	FT	10.000
0104	611E11900	27" CONDUIT, TYPE B (WT: 35)	35	FT	100.000
0105	611E11901	27" CONDUIT, TYPE B, AS PER PLAN (WT: 35)	35	FT	12.000
0106	611E13400	30" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	10.000
0107	611E13400	30" CONDUIT, TYPE B, 706.02, CLASS 5 W/ LSM (WT: 35)	35	FT	54.000
0108	611E13600	30" CONDUIT, TYPE C, 706.02, CLASS 4 (WT: 35)	35	FT	10.000
0109	611E19600	42" CONDUIT, TYPE C (WT: 35)	35	FT	55.000
0110	611E20900	48" CONDUIT, TYPE B, 706.02 (WT: 35)	35	FT	16.000
0111	611E98150	CATCH BASIN, NO. 3 (WT: 35)	35	EACH	4.000
0112	611E98151	CATCH BASIN, NO. 3, AS PER PLAN (WT: 35)	35	EACH	1.000
0113	611E98180	CATCH BASIN, NO. 3A (WT: 35)	35	EACH	28.000
0114	611E98181	CATCH BASIN, NO. 3A, AS PER PLAN "A" (WT: 35)	35	EACH	7.000
0115	611E98181	CATCH BASIN, NO. 3A, AS PER PLAN "B" (WT: 35)	35	EACH	1.000
0116	611E98181	CATCH BASIN, NO. 3A, AS PER PLAN "C" (WT: 35)	35	EACH	1.000
0117	611E98231	CATCH BASIN, NO. 4, AS PER PLAN (WT: 35)	35	EACH	1.000
0118	611E98300	CATCH BASIN, NO. 5 (WT: 35)	35	EACH	16.000
0119	611E98301	CATCH BASIN, NO. 5, AS PER PLAN (WT: 35)	35	EACH	1.000
0120	611E98470	CATCH BASIN, NO. 2-2B (WT: 35)	35	EACH	4.000
0121	611E98471	CATCH BASIN, NO. 2-2B, AS PER PLAN "A" (WT: 35)	35	EACH	1.000
0122	611E98471	CATCH BASIN, NO. 2-2B, AS PER PLAN "B" (WT: 35)	35	EACH	1.000
0123	611E98630	CATCH BASIN ADJUSTED TO GRADE (WT: 35)	35	EACH	7.000
0124	611E98634	CATCH BASIN RECONSTRUCTED TO GRADE (WT: 35)	35	EACH	5.000
0125	611E98860	INLET, NO. 2-A-10 (WT: 35)	35	EACH	34.000
0126	611E98861	INLET, NO. 2-A-10, AS PER PLAN (WT: 35)	35	EACH	5.000
0127	611E99110	INLET, NO. 3 FOR SINGLE SLOPE BARRIER, TYPE C1 (WT: 35)	35	EACH	20.000
0128	611E99111	INLET, NO. 3 FOR SINGLE SLOPE BARRIER, TYPE C1, AS PER PLAN "A" (WT: 35)	35	EACH	1.000
0129	611E99111	INLET, NO. 3 FOR SINGLE SLOPE BARRIER, TYPE C1, AS PER PLAN "B" (WT: 35)	35	EACH	3.000

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0130		611E99115	INLET, NO. 3 FOR SINGLE SLOPE BARRIER, TYPE D, AS PER PLAN (WT: 35)	35	EACH	1.000
0131		611E99500	INLET, MISC.: INLET, NO. 6 FOR SINGLE SLOPE BARRIER, TYPE C1 (WT: 35)	35	EACH	3.000
0132		611E99500	INLET, MISC.: INLET, NO. 8 FOR SINGLE SLOPE BARRIER, TYPE B1 (WT: 35)	35	EACH	2.000
0133		611E99500	INLET, MISC.: INLET, NO. 8 FOR SINGLE SLOPE BARRIER, TYPE C (WT: 35)	35	EACH	5.000
0134		611E99500	INLET, MISC.:INLET, NO. 6 FOR SINGLE SLOPE BARRIER, TYPE C1, AS PER PLAN "A" (WT: 35)	35	EACH	2.000
0135		611E99500	INLET, MISC.:INLET, NO. 6 FOR SINGLE SLOPE BARRIER, TYPE C1, AS PER PLAN "B" (WT: 35)	35	EACH	1.000
0136		611E99574	MANHOLE, NO. 3 (WT: 35)	35	EACH	14.000
0137		611E99575	MANHOLE, NO. 3, AS PER PLAN (WT: 35)	35	EACH	1.000
0138		611E99654	MANHOLE ADJUSTED TO GRADE (WT: 35)	35	EACH	11.000
0139		611E99660	MANHOLE RECONSTRUCTED TO GRADE (WT: 35)	35	EACH	2.000
0140		611E99661	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN "A" (WT: 35)	35	EACH	6.000
0141		611E99661	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN "B" (WT: 35)	35	EACH	4.000
0142		611E99710	PRECAST REINFORCED CONCRETE OUTLET (WT: 35)	35	EACH	13.000
0143		611E99820	SPECIAL - MISCELLANEOUS METAL (WT: 35)	35	LB	1,000.000

Section 0004 PAVEMENT (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0144		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (1.5") (WT: 13)	13	SY	4,938.000
0145		302E56000	ASPHALT CONCRETE BASE, PG64-22, (449) (WT: 10)	10	CY	25,848.000
0146		304E20000	AGGREGATE BASE (WT: 09)	09	CY	24,314.000
0147		407E20000	NON-TRACKING TACK COAT (WT: 10)	10	GAL	15,133.000
0148		408E10001	PRIME COAT, AS PER PLAN (WT: 10)	10	GAL	1,356.000
0149		441E70801	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (449), (UNDER GUARDRAIL), AS PER PLAN (WT: 10)	10	CY	679.000
0150		442E00100	ANTI-SEGREGATION EQUIPMENT (WT: 10)	10	CY	11,871.000
0151		442E10080	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (446) (WT: 10)	10	CY	6,433.000
0152		442E10301	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (447), AS PER PLAN, PG76-22M (WT: 10)	10	CY	5,548.000
0153		452E14022	10.5" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA (WT: 12)	12	SY	8,366.000
0154		609E24510	CURB, TYPE 4-C (WT: 38)	38	FT	16,185.000
0155		609E26000	CURB, TYPE 6 (WT: 38)	38	FT	2,384.000
0156		609E50000	4" CONCRETE TRAFFIC ISLAND (WT: 38)	38	SY	218.000
0157		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	206.000

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0158		617E20000	SHOULDER PREPARATION (WT: 06)	06	SY	3,745.000
0159		617E25000	WATER (WT: NR)	NR	MGAL	11.000
0160		618E40601	RUMBLE STRIPS, SHOULDER (ASPHALT CONCRETE), AS PER PLAN (WT: NR)	NR	MILE	5.580

Section 0005 WATER WORK (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0161		638E10480	FIRE HYDRANT REMOVED (WT: 35)	35	EACH	1.000
0162		638E20750	SPECIAL - 6" FIRE HYDRANT (CLEVELAND) (WT: 35)	35	EACH	1.000
0163		638E20762	SPECIAL - FIRE HYDRANT SERVICE LINE EXTENDED AND ADJUSTED TO GRADE (CLEVELAND) (WT: 35)	35	EACH	1.000
0164		638E98100	WATER WORK, MISC.:CLEVELAND WATER DEPARTMENT AS-BUILT DRAWINGS (WT: 35)	35	LS	1.000
0165		638E98100	WATER WORK, MISC.:CLEVELAND WATER DEPARTMENT FEES AND CHARGES (WT: 35)	35	LS	1.000

Section 0006 LIGHTING (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0166		625E00450	CONNECTION, FUSED PULL APART (WT: 43)	43	EACH	34.000
0167		625E00460	CONNECTION, UNFUSED PULL APART (WT: 43)	43	EACH	26.000
0168		625E00480	CONNECTION, UNFUSED PERMANENT (WT: 43)	43	EACH	111.000
0169		625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT10B40 (WT: 43)	43	EACH	6.000
0170		625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT12B40 (WT: 43)	43	EACH	2.000
0171		625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT15B40 (WT: 43)	43	EACH	4.000
0172		625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT18B40 (WT: 43)	43	EACH	2.000
0173		625E10494	LIGHT POLE, LOW MAST, DESIGN ALM50 (WT: 43)	43	EACH	11.000
0174		625E10495	LIGHT POLE, LOW MAST, AS PER PLAN, DESIGN ATLM20 (WT: 43)	43	EACH	4.000
0175		625E10614	LIGHT POLE ANCHOR BOLTS ON STRUCTURE (WT: 43)	43	EACH	8.000
0176		625E12200	LIGHT TOWER, BBB100 (WT: 43)	43	EACH	6.000
0177		625E14000	LIGHT POLE FOUNDATION, 24" X 6' DEEP (WT: 43)	43	EACH	4.000
0178		625E14100	LIGHT POLE FOUNDATION, 24" X 8' DEEP (WT: 43)	43	EACH	14.000
0179		625E14306	MEDIAN LIGHT POLE FOUNDATION, 10' DEEP (WT: 43)	43	EACH	11.000
0180		625E15700	LIGHT TOWER FOUNDATION, MISC.: MEDIAN LIGHT TOWER FOUNDATION, 36" X 30' DEEP (WT: 43)	43	EACH	6.000
0181		625E23200	NO. 4 AWG 2400 VOLT DISTRIBUTION CABLE (WT: 43)	43	FT	20,694.000
0182		625E23300	NO. 2 AWG 2400 VOLT DISTRIBUTION CABLE (WT: 43)	43	FT	1,240.000
0183		625E23400	NO. 10 AWG POLE AND BRACKET CABLE (WT: 43)	43	FT	2,640.000

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0184	625E24100	1-1/2" DUCT CABLE WITH TWO NO. 4 AWG 2400 VOLT CABLES (WT: 43)	43	FT	6,166.000
0185	625E24300	1-1/2" DUCT CABLE WITH TWO NO. 2 AWG 2400 VOLT CABLES (WT: 43)	43	FT	4,568.000
0186	625E24320	1-1/2" DUCT CABLE WITH THREE NO. 4 AWG 2400 VOLT CABLES (WT: 43)	43	FT	1,118.000
0187	625E25400	CONDUIT, 2", 725.04 (WT: 43)	43	FT	440.000
0188	625E25408	CONDUIT, 2", 725.051 (WT: 43)	43	FT	177.000
0189	625E25500	CONDUIT, 3", 725.04 (WT: 43)	43	FT	1,339.000
0190	625E25910	CONDUIT CLEANED AND CABLES REMOVED (WT: 43)	43	FT	542.000
0191	625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN, IES-III-M, 6,000-10,000 LUMENS (WT: 43)	43	EACH	4.000
0192	625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN, IES-II-M, 12,000-13,000 LUMENS (WT: 43)	43	EACH	14.000
0193	625E26263	LUMINAIRE, HIGH MAST, SOLID STATE (LED), AS PER PLAN, IES-V-M, LED, 61,000-73,000 LUMENS (WT: 43)	43	EACH	18.000
0194	625E26273	LUMINAIRE, LOW MAST, SOLID STATE (LED), AS PER PLAN, IES-V-M, LED, 40,000-55,000 LUMENS (WT: 43)	43	EACH	11.000
0195	625E29000	TRENCH (WT: 43)	43	FT	12,084.000
0196	625E29011	TRENCH, 30" DEEP, AS PER PLAN (WT: 43)	43	FT	505.000
0197	625E29930	MEDIAN JUNCTION BOX (WT: 43)	43	EACH	9.000
0198	625E30700	PULL BOX, 725.08, 18" (WT: 43)	43	EACH	32.000
0199	625E30706	PULL BOX, 725.08, 24" (WT: 43)	43	EACH	9.000
0200	625E31510	PULL BOX REMOVED (WT: 43)	43	EACH	30.000
0201	625E32000	GROUND ROD (WT: 43)	43	EACH	41.000
0202	625E34001	POWER SERVICE, AS PER PLAN (WT: 43)	43	EACH	2.000
0203	625E36010	UNDERGROUND WARNING/MARKING TAPE (WT: NR)	NR	FT	12,589.000
0204	625E39520	PULL BOX CLEANED (WT: 43)	43	EACH	3.000
0205	625E40000	SPECIAL - MAINTAIN EXISTING LIGHTING (WT: 43)	43	LS	1.000
0206	625E40010	SPECIAL - REPLACEMENT OF EXISTING LIGHTING UNIT (WT: 43)	43	EACH	5.000
0207	625E75350	LIGHT TOWER REMOVED (WT: NR)	NR	EACH	4.000
0208	625E75400	LIGHT POLE REMOVED (WT: NR)	NR	EACH	43.000
0209	625E75500	LIGHT POLE FOUNDATION REMOVED (WT: NR)	NR	EACH	29.000
0210	625E75506	LUMINAIRE REMOVED (WT: NR)	NR	EACH	65.000
0211	625E75510	POWER SERVICE REMOVED (WT: NR)	NR	EACH	2.000
0212	625E75801	DISCONNECT CIRCUIT, AS PER PLAN (WT: NR)	NR	EACH	12.000
0213	625E76000	ARC FLASH CALCULATIONS AND LABEL (CC-'ES') (WT: NR)	NR	EACH	1.000
0214	625E76000	ARC FLASH CALCULATIONS AND LABEL (CC-'SC') (WT: NR)	NR	EACH	1.000

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Section 0007 TRAFFIC SURVEILLANCE (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0215		625E25100	CONDUIT, 1", 725.04 (WT: 43)	43	FT	1,264.000
0216		625E25600	CONDUIT, 4", 725.04 (WT: 43)	43	FT	112.000
0217		625E25902	CONDUIT, JACKED OR DRILLED, 725.04, 4" (WT: 43)	43	FT	245.000
0218		625E29002	TRENCH, 24" DEEP (WT: 43)	43	FT	97.000
0219		625E29010	TRENCH, 30" DEEP (WT: 43)	43	FT	249.000
0220		625E29931	MEDIAN JUNCTION BOX, AS PER PLAN (WT: 43)	43	EACH	18.000
0221		625E30706	PULL BOX, 725.08, 24" (WT: 43)	43	EACH	2.000
0222		625E30710	PULL BOX, 725.08, 32" (WT: 43)	43	EACH	8.000
0223		625E30711	PULL BOX, 725.08, 32", AS PER PLAN (WT: 43)	43	EACH	2.000
0224		625E31510	PULL BOX REMOVED (WT: 43)	43	EACH	3.000
0225		625E36010	UNDERGROUND WARNING/MARKING TAPE (WT: NR)	NR	FT	346.000
0226		633E67201	CONTROLLER WORK PAD, AS PER PLAN (WT: 44)	44	EACH	2.000
0227		809E24000	CONDUIT, MULTICELL, JACKED OR DRILLED, 2" (WT: 55)	55	FT	818.000
0228		809E24000	CONDUIT, MULTICELL, JACKED OR DRILLED, 4" (WT: 55)	55	FT	542.000
0229		809E24500	CONDUIT, 4", MULTICELL, HDPE WITH 4 ? 1? INNERDUCTS (WT: 55)	55	FT	498.000
0230		809E24510	CONDUIT, 2", MULTICELL, WITH 4 ? 10/8MM INNERDUCTS (WT: 55)	55	FT	520.000

Section 0008 TRAFFIC CONTROL (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0231		620E00500	DELINEATOR, POST GROUND MOUNTED (WT: NR)	NR	EACH	198.000
0232		620E31200	REMOVAL OF DELINEATOR (WT: NR)	NR	EACH	11.000
0233		621E00100	RPM (WT: 41)	41	EACH	735.000
0234		621E00300	RPM REFLECTOR (WT: 41)	41	EACH	477.000
0235		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	733.000
0236		625E14000	LIGHT POLE FOUNDATION, 24" X 6' DEEP (WT: 43)	43	EACH	3.000
0237		625E14306	MEDIAN LIGHT POLE FOUNDATION, 10' DEEP (WT: 43)	43	EACH	1.000
0238		625E32000	GROUND ROD (WT: 43)	43	EACH	36.000
0239		626E00102	BARRIER REFLECTOR, TYPE 1, BIDIRECTIONAL (WT: NR)	NR	EACH	230.000
0240		626E00102	BARRIER REFLECTOR, TYPE 1, ONE WAY (WT: NR)	NR	EACH	92.000
0241		626E00110	BARRIER REFLECTOR, TYPE 2, BIDIRECTIONAL (WT: NR)	NR	EACH	48.000
0242		626E00110	BARRIER REFLECTOR, TYPE 2, ONE WAY (WT: NR)	NR	EACH	139.000
0243		630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST (WT: 42)	42	FT	253.000

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0244	630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST (WT: 42)	42	FT	1,562.000
0245	630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST (WT: 42)	42	FT	246.500
0246	630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7 (WT: 42)	42	FT	191.000
0247	630E07000	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, W8X18 (WT: 42)	42	FT	50.700
0248	630E07600	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, W10X12 (WT: 42)	42	FT	85.200
0249	630E08004	ONE WAY SUPPORT, NO. 3 POST (WT: 42)	42	FT	132.000
0250	630E08600	SIGN POST REFLECTOR (WT: 42)	42	EACH	50.000
0251	630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION (WT: 42)	42	EACH	18.000
0252	630E72330	OVERHEAD SIGN SUPPORT, TYPE TC-12.31, DESIGN 10 (WT: 42)	42	EACH	2.000
0253	630E72340	OVERHEAD SIGN SUPPORT, TYPE TC-12.31, DESIGN 12 (WT: 42)	42	EACH	1.000
0254	630E72410	OVERHEAD SIGN SUPPORT, TYPE TC-15.116, DESIGN 1 (WT: 42)	42	EACH	1.000
0255	630E72420	OVERHEAD SIGN SUPPORT, TYPE TC-15.116, DESIGN 2 (WT: 42)	42	EACH	4.000
0256	630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED (WT: 42)	42	EACH	6.000
0257	630E79611	SIGN SUPPORT ASSEMBLY, BARRIER MOUNTED, AS PER PLAN (WT: 42)	42	EACH	9.000
0258	630E80100	SIGN, FLAT SHEET (WT: 42)	42	SF	1,242.300
0259	630E80200	SIGN, GROUND MOUNTED EXTRUSHEET (WT: 42)	42	SF	348.000
0260	630E80224	SIGN, OVERHEAD EXTRUSHEET (WT: 42)	42	SF	2,571.300
0261	630E81000	MAINLINE REFERENCE MARKER (WT: 42)	42	EACH	16.000
0262	630E81010	RAMP REFERENCE MARKER (WT: 42)	42	EACH	5.000
0263	630E84010	CONCRETE BARRIER MEDIAN OVERHEAD SIGN SUPPORT FOUNDATION, TYPE TC-21.50 (WT: 42)	42	EACH	4.000
0264	630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION (WT: 42)	42	EACH	18.000
0265	630E84510	RIGID OVERHEAD SIGN SUPPORT FOUNDATION (WT: 42)	42	EACH	9.000
0266	630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	111.000
0267	630E85400	REMOVAL OF GROUND MOUNTED MAJOR SIGN AND DISPOSAL (WT: NR)	NR	EACH	12.000
0268	630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	134.000
0269	630E86102	REMOVAL OF GROUND MOUNTED STRUCTURAL BEAM SUPPORT AND DISPOSAL (WT: NR)	NR	EACH	16.000
0270	630E87400	REMOVAL OF OVERHEAD MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	23.000
0271	630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL (WT: NR)	NR	EACH	9.000
0272	630E89706	REMOVAL OF OVERHEAD SIGN SUPPORT AND DISPOSAL, TYPE TC-12.30 (WT: NR)	NR	EACH	2.000
0273	630E89802	REMOVAL OF OVERHEAD SIGN SUPPORT AND DISPOSAL, TYPE TC-7.65 (WT: NR)	NR	EACH	5.000
0274	630E97700	SIGNING, MISC.: SOLAR POWERED LED ENHANCED (R5-1A, 42" X 30") (WT: 42)	42	EACH	2.000
0275	631E85302	DISCONNECT SWITCH WITH ENCLOSURE, 30 AMP (WT: 43)	43	EACH	5.000

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0276	631E92001	SIGN FLASHER ASSEMBLY, AS PER PLAN (WT: 43)	43	EACH	5.000
0277	631E94490	REMOVAL, MISC.: OVERHEAD SIGN FLASHER ASSEMBLY (WT: NR)	NR	EACH	1.000
0278	631E94490	REMOVAL, MISC.: SIGN FLASHER ASSEMBLY (WT: NR)	NR	EACH	4.000
0279	646E10010	EDGE LINE, 6" (WT: 45)	45	MILE	0.040
0280	646E10200	CENTER LINE (WT: 45)	45	MILE	0.110
0281	646E10310	CHANNELIZING LINE, 12" (WT: 45)	45	FT	259.000
0282	646E10400	STOP LINE (WT: 45)	45	FT	70.000
0283	646E10510	CROSSWALK LINE, 12" (WT: 45)	45	FT	301.000
0284	646E10600	TRANSVERSE/DIAGONAL LINE (WT: 45)	45	FT	90.000
0285	646E10620	CHEVRON MARKING (WT: 45)	45	FT	775.000
0286	646E20300	LANE ARROW (WT: 45)	45	EACH	24.000
0287	646E20320	WRONG WAY ARROW (WT: 45)	45	EACH	3.000
0288	646E20350	LANE REDUCTION ARROW (WT: 45)	45	EACH	1.000
0289	807E12010	WET REFLECTIVE EPOXY PAVEMENT MARKING, EDGE LINE, 6" (WT: 45)	45	MILE	14.530
0290	807E12110	WET REFLECTIVE EPOXY PAVEMENT MARKING, LANE LINE, 6" (WT: 45)	45	MILE	10.790
0291	807E12310	WET REFLECTIVE EPOXY PAVEMENT MARKING, CHANNELIZING LINE, 12" (WT: 45)	45	FT	15,609.000
0292	807E12410	WET REFLECTIVE EPOXY PAVEMENT MARKING, DOTTED LINE, 6" (WT: 45)	45	FT	3,115.000
0293	807E12430	WET REFLECTIVE EPOXY PAVEMENT MARKING, DOTTED LINE, 12" (WT: 45)	45	FT	5,754.000
0294	850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT) (WT: 45)	45	MILE	18.170
0295	850E10110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT) (WT: 45)	45	FT	56.000
0296	850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT) (WT: 45)	45	FT	13,459.000
0297	850E20010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (CONCRETE) (WT: 45)	45	MILE	7.230
0298	850E20110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (CONCRETE) (WT: 45)	45	FT	3,059.000
0299	850E20130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (CONCRETE) (WT: 45)	45	FT	7,905.000

Section 0009 MAINTENANCE OF TRAFFIC (PART 1)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0300		202E30700	CONCRETE BARRIER REMOVED (WT: NR)	NR	FT	471.000
0301		411E10000	STABILIZED CRUSHED AGGREGATE (WT: NR)	NR	CY	281.000
0302		606E15050	GUARDRAIL, TYPE MGS (WT: 36)	36	FT	2,823.000
0303		606E26150	ANCHOR ASSEMBLY, MGS TYPE E (MASH 2016) (WT: 36)	36	EACH	3.000
0304		606E26550	ANCHOR ASSEMBLY, MGS TYPE T (WT: 36)	36	EACH	3.000
0305		609E24510	CURB, TYPE 4-C (WT: 38)	38	FT	3,369.000
0306		611E04401	12" CONDUIT, TYPE B, AS PER PLAN (WT: 35)	35	FT	452.000

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0307	611E97010	SLOTTED DRAIN, TYPE 2,12" (WT: 35)	35	FT	1,150.000
0308	614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	600.000
0309	614E11630	INCREASED BARRIER DELINEATION (WT: 39)	39	FT	1,453.000
0310	614E12380	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL) (WT: 39)	39	EACH	53.000
0311	614E12420	DETOUR SIGNING (WT: 39)	39	LS	1.000
0312	614E12484	WORK ZONE INCREASED PENALTIES SIGN (WT: 39)	39	EACH	14.000
0313	614E12500	REPLACEMENT SIGN (WT: 39)	39	EACH	50.000
0314	614E12756	WORK ZONE CROSSOVER LIGHTING SYSTEM (WT: 39)	39	EACH	2.000
0315	614E12800	WORK ZONE RAISED PAVEMENT MARKER (WT: 39)	39	EACH	3,372.000
0316	614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN (WT: 39)	39	EACH	2,970.000
0317	614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC (WT: 39)	39	CY	446.000
0318	614E13310	BARRIER REFLECTOR, TYPE 1, ONE-WAY (WT: NR)	NR	EACH	3,541.000
0319	614E13312	BARRIER REFLECTOR, TYPE 2, ONE-WAY (WT: NR)	NR	EACH	161.000
0320	614E13350	OBJECT MARKER, ONE WAY (WT: NR)	NR	EACH	3,702.000
0321	614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	40.000
0322	614E20010	WORK ZONE LANE LINE, CLASS I, 6" (WT: 39)	39	MILE	7.170
0323	614E20056	WORK ZONE LANE LINE, CLASS I, 6", 807 PAINT (WT: 39)	39	MILE	15.530
0324	614E21000	WORK ZONE CENTER LINE, CLASS I (WT: 39)	39	MILE	0.230
0325	614E22000	WORK ZONE EDGE LINE, CLASS I, 4" (WT: 39)	39	MILE	0.500
0326	614E22010	WORK ZONE EDGE LINE, CLASS I, 6" (WT: 39)	39	MILE	21.750
0327	614E22056	WORK ZONE EDGE LINE, CLASS I, 6", 807 PAINT (WT: 39)	39	MILE	64.130
0328	614E23010	WORK ZONE CHANNELIZING LINE, CLASS I, 12" (WT: 39)	39	FT	23,895.000
0329	614E23110	WORK ZONE CHANNELIZING LINE, CLASS I, 12", 807 PAINT (WT: 39)	39	FT	60,755.000
0330	614E24000	WORK ZONE DOTTED LINE, CLASS I (WT: 39)	39	FT	4,820.000
0331	614E24102	WORK ZONE DOTTED LINE, CLASS I, 6", 807 PAINT (WT: 39)	39	FT	20,794.000
0332	614E26000	WORK ZONE STOP LINE, CLASS I (WT: 39)	39	FT	69.000
0333	614E27010	WORK ZONE CROSSWALK LINE, CLASS I, 12" (WT: 39)	39	FT	318.000
0334	614E28000	WORK ZONE GORE MARKING, CLASS II (WT: 39)	39	FT	3,255.000
0335	614E30000	WORK ZONE ARROW, CLASS I (WT: 39)	39	EACH	20.000
0336	615E10001	ROADS FOR MAINTAINING TRAFFIC, AS PER PLAN (WT: 06)	06	LS	1.000
0337	615E20000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A (WT: 10)	10	SY	13,468.000
0338	616E10000	WATER (WT: NR)	NR	MGAL	300.000
0339	622E41011	PORTABLE BARRIER, 50", AS PER PLAN (WT: 39)	39	FT	17,890.000
0340	622E41060	DUAL PORTABLE BARRIER TRANSITION/TERMINATION (WT: 39)	39	EACH	16.000

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0341		622E41101	PORTABLE BARRIER, UNANCHORED, AS PER PLAN (WT: 39)	39	FT	96,670.000
0342		622E41111	PORTABLE BARRIER, ANCHORED, AS PER PLAN (WT: 39)	39	FT	11,100.000
0343		630E75000	SIGN ATTACHMENT ASSEMBLY (WT: 42)	42	EACH	14.000
0344		630E80224	SIGN, OVERHEAD EXTRUSHEET (WT: 42)	42	SF	824.300
0345		808E18700	DIGITAL SPEED LIMIT (DSL) SIGN ASSEMBLY (WT: 39)	39	SNMT	42.000

Section 0010 ROADWAY (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0346		203E10000	EXCAVATION (WT: 04)	04	CY	177.000
0347		209E60200	LINEAR GRADING (WT: 06)	06	STA	2.000

Section 0011 EROSION CONTROL (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0348		832E30000	EROSION CONTROL (WT: 08)	08	EACH	1,000.000

Section 0012 PAVEMENT (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0349		204E10000	SUBGRADE COMPACTION (WT: 06)	06	SY	1,062.000
0350		304E20000	AGGREGATE BASE (WT: 09)	09	CY	177.000

Section 0013 STRUCTURE OVER 20 FOOT SPAN (CUY-490-0100) (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0351		202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN (WT: 19)	19	LS	1.000
0352		202E22900	APPROACH SLAB REMOVED (WT: NR)	NR	SY	1,341.000
0353		202E32800	CONCRETE SLOPE PROTECTION REMOVED (WT: NR)	NR	SY	50.000
0354		503E11100	COFFERDAMS AND EXCAVATION BRACING (WT: 21)	21	LS	1.000
0355		503E21100	UNCLASSIFIED EXCAVATION (WT: 21)	21	CY	8.000
0356		509E10000	EPOXY COATED STEEL REINFORCEMENT (WT: 23)	23	LB	15,248.000
0357		509E20001	CONCRETE REINFORCEMENT, REPLACEMENT OF EXISTING CONCRETE REINFORCEMENT, AS PER PLAN (WT: 23)	23	LB	2,000.000
0358		510E10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT (WT: 21)	21	EACH	1,054.000
0359		511E34444	CLASS QC2 CONCRETE, BRIDGE DECK (WT: 21)	21	CY	33.000
0360		511E34448	CLASS QC2 CONCRETE, BRIDGE DECK (PARAPET) (WT: 21)	21	CY	4.000
0361		511E45710	CLASS QC1 CONCRETE, ABUTMENT (WT: 21)	21	CY	55.000

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0362	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) (WT: 57)	57	SY	21,722.000
0363	512E10600	CONCRETE REPAIR BY EPOXY INJECTION (WT: 29)	29	FT	2,723.000
0364	512E74000	REMOVAL OF EXISTING COATINGS FROM CONCRETE SURFACES (WT: NR)	NR	SY	13,102.000
0365	513E10200	STRUCTURAL STEEL MEMBERS, LEVEL UF (WT: 24)	24	LB	15,800.000
0366	513E95020	STRUCTURAL STEEL, MISC.: INSPECTION SAFETY CABLE SYSTEM REPAIR (WT: 24)	24	LS	1.000
0367	513E95030	STRUCTURAL STEEL, MISC.: FINGER JOINT EXPANSION PLATE REPAIR (WT: 24)	24	EACH	1.000
0368	513E95030	STRUCTURAL STEEL, MISC.: FINGER JOINT SINGLE FINGER REPAIR (WT: 24)	24	EACH	3.000
0369	513E95030	STRUCTURAL STEEL, MISC.: REPLACE LOOSE OR MISSING BOLT (WT: 24)	24	EACH	125.000
0370	514E00050	SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL (WT: 26)	26	SF	41,800.000
0371	514E00056	FIELD PAINTING OF EXISTING STRUCTURAL STEEL, PRIME COAT (WT: 26)	26	SF	41,800.000
0372	514E00060	FIELD PAINTING STRUCTURAL STEEL, INTERMEDIATE COAT (WT: 26)	26	SF	43,800.000
0373	514E00066	FIELD PAINTING STRUCTURAL STEEL, FINISH COAT (WT: 26)	26	SF	43,800.000
0374	514E00504	GRINDING FINIS, TEARS, SLIVERS ON EXISTING STRUCTURAL STEEL (WT: 26)	26	MNHR	40.000
0375	514E10000	FINAL INSPECTION REPAIR (WT: 26)	26	EACH	27.000
0376	516E11210	STRUCTURAL EXPANSION JOINT INCLUDING ELASTOMERIC STRIP SEAL (WT: 27)	27	FT	508.000
0377	516E11211	STRUCTURAL EXPANSION JOINT INCLUDING ELASTOMERIC STRIP SEAL, AS PER PLAN (WT: 27)	27	FT	34.000
0378	516E46701	RESET BEARING, AS PER PLAN (WT: 21)	21	EACH	3.000
0379	516E47001	JACKING AND TEMPORARY SUPPORT OF SUPERSTRUCTURE, AS PER PLAN (WT: 21)	21	LS	1.000
0380	518E62100	STRUCTURE DRAINAGE, MISC.: 10" GALVANIZED STEEL PIPE, INCLUDING SPECIALS (WT: 35)	35	FT	2,970.000
0381	518E62100	STRUCTURE DRAINAGE, MISC.: DRAINAGE TROUGH SYSTEM, EXPANSION JOINT 1 (WT: 35)	35	FT	173.000
0382	518E62100	STRUCTURE DRAINAGE, MISC.: DRAINAGE TROUGH SYSTEM, EXPANSION JOINT 2 (WT: 35)	35	FT	135.000
0383	518E62100	STRUCTURE DRAINAGE, MISC.: DRAINAGE TROUGH SYSTEM, EXPANSION JOINT 3 (WT: 35)	35	FT	135.000
0384	518E62100	STRUCTURE DRAINAGE, MISC.: DRAINAGE TROUGH SYSTEM, EXPANSION JOINT 4 (WT: 35)	35	FT	143.000
0385	518E62100	STRUCTURE DRAINAGE, MISC.: DRAINAGE TROUGH SYSTEM, EXPANSION JOINT 5 (WT: 35)	35	FT	144.000
0386	518E62200	STRUCTURE DRAINAGE, MISC.: SCUPPER CLEANOUT (WT: NR)	NR	EACH	35.000
0387	518E62200	STRUCTURE DRAINAGE, MISC.: SCUPPER GRATE REPLACEMENT (WT: NR)	NR	EACH	1.000

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0388		518E63300	STRUCTURE DRAINAGE, MISC.: BRIDGE DRAINAGE SYSTEM CLEANING (WT: NR)	NR	LS	1.000
0389		526E15001	REINFORCED CONCRETE APPROACH SLABS (T=13"), AS PER PLAN (WT: 29)	29	SY	1,140.000
0390		526E90010	TYPE A INSTALLATION (WT: 29)	29	FT	513.000
0391		601E21000	CONCRETE SLOPE PROTECTION (WT: 35)	35	SY	50.000
0392		844E10001	CONCRETE PATCHING WITH GALVANIC ANODE PROTECTION, AS PER PLAN (WT: 29)	29	SF	724.000
0393		848E10000	MICRO SILICA MODIFIED CONCRETE OVERLAY USING HYDRODEMOLITION (1.25" THICK) (WT: 29)	29	SY	50,320.000
0394		848E20000	SURFACE PREPARATION USING HYDRODEMOLITION (WT: 30)	30	SY	50,320.000
0395		848E30000	MICRO SILICA MODIFIED CONCRETE OVERLAY (VARIABLE THICKNESS), MATERIAL ONLY (WT: 29)	29	CY	350.000
0396		848E50000	HAND CHIPPING (WT: 29)	29	SY	2,516.000
0397		848E50100	TEST SLAB (WT: 29)	29	LS	1.000
0398		848E50200	FULL-DEPTH REPAIR (WT: 29)	29	CY	228.000
0399		848E50320	EXISTING CONCRETE OVERLAY REMOVED (1.25" THICK) (WT: 29)	29	SY	50,320.000

Section 0014 LIGHTING (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0400		625E98200	LIGHTING, MISC.: BRIDGE-MOUNTED MARINE NAVIGATION LIGHTING SYSTEM (LED), AS PER PLAN (WT: 43)	43	LS	1.000

Section 0015 MAINTENANCE OF TRAFFIC (PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0401		900E00100	RAILROAD FLAGGING SERVICES (WT: NR)	NR	EACH	121,500.000

Section 0016 INCIDENTALS (PART 1 AND PART 2)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0402		100E00300	PREMIUM ON RAILROADS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE (WT: NR)	NR	LS	1.000
0403		100E51200	DEPARTMENT'S SHARE OF THE DISPUTE RESOLUTION ADVISOR (WT: NR)	NR	EACH	29,700.000
0404		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0405		108E10000	CPM PROGRESS SCHEDULE (WT: NR)	NR	LS	1.000
0406		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0407		619E16020	FIELD OFFICE, TYPE C (WT: NR)	NR	MNTH	12.000

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0408	619E16021	FIELD OFFICE, TYPE C, AS PER PLAN (WT: NR)	NR	MNTH	28.000
0409	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0410	623E10001	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN (WT: NR)	NR	LS	1.000
0411	624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

General Decision Number: OH20240001 01/26/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

BROH001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH001-004 06/01/2022		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH003-002 06/01/2022		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick,

Liverpool, Montville, York, Homer, Harrisville, Chatham,
Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

 BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

 BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

 BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

 BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

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 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

 BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

 BROH0046-002 06/01/2022

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.....	\$ 31.40	18.55

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 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

 BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,
 Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

 BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

 CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

 CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

 CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2023

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.....	\$ 32.42	21.42
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2023		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 28.85	24.59

CARP0639-003 05/01/2017		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

* CARP0735-002 05/01/2023		

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 31.62	21.63

CARP1311-001 05/01/2017		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender....	\$ 27.30	16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

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

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/04/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 43.13	23.31

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 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

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 11/27/2023

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.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit		

Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

 * ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

 ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
 Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

 ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
 Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
 Greenfield, Fairfield, Fitchville & New London Townships)

Rates	Fringes
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ELECTRICIAN.....\$ 39.30 18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 08/29/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

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 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

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 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2023

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.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

ELEC0540-005 12/26/2022

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.....	\$ 36.28	27.04

ELEC0573-003 06/05/2023

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
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ELECTRICIAN.....\$ 38.70 21.07

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.....\$ 36.50 21.76

ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

Rates Fringes

CABLE SPLICER.....\$ 30.50 18.23

ELECTRICIAN.....\$ 33.00 21.44

ELEC0673-004 05/29/2023

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.....\$ 37.55 23.58

ELEC0683-002 05/29/2023

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.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

 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 06/01/2023

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

 ELEC1105-001 05/29/2023

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.....	\$ 36.45	24.22

 ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

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 except 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); 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.

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.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

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 Inserter/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 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66

ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

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 05/01/2023

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.....	\$ 35.83	28.01

IRON0017-010 05/01/2023

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.....	\$ 35.83	28.01

IRON0044-001 06/01/2022

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.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

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.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

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.....	\$ 25.40	23.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

IRON0147-002 06/01/2023

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.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

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.....	\$ 34.07	22.55

IRON0207-004 06/01/2023		

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.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2023		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & 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.....\$ 32.69 24.05

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 05/01/2023

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.....\$ 33.00 22.27

IRON0769-004 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

Rates Fringes

IRONWORKER.....\$ 36.16 28.34

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 33.30 23.95

LABO0265-008 05/01/2023

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.05	13.70
GROUP 2.....	\$ 35.22	13.70
GROUP 3.....	\$ 35.55	13.70
GROUP 4.....	\$ 36.00	13.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.66	13.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.28	13.70
GROUP 2.....	\$ 36.45	13.70
GROUP 3.....	\$ 36.78	13.70
GROUP 4.....	\$ 37.23	13.70
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.62	13.70
GROUP 2.....	\$ 34.79	13.70
GROUP 3.....	\$ 35.12	13.70
GROUP 4.....	\$ 35.57	13.70

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); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunitite 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

PAIN007-002 07/01/2023

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.....	\$ 28.59	20.04
GROUP 2.....	\$ 29.59	20.04
GROUP 3.....	\$ 29.59	20.04
GROUP 4.....	\$ 29.59	20.04
GROUP 5.....	\$ 29.59	20.04
GROUP 6.....	\$ 29.59	20.04
GROUP 7.....	\$ 29.59	20.04
GROUP 8.....	\$ 29.59	20.04
GROUP 9.....	\$ 29.59	20.04

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 12/01/2022

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
 WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 34.81	22.47
Power Generating Facilities..	\$ 31.66	22.47

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....	\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 26.98	12.56
GROUP 4 - Steeplejack Work..	\$ 27.18	12.56
GROUP 5 - Coal Tar.....	\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 34.94	12.56

GROUP 7 - Tanks, Stacks & Towers.....	\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....	\$ 37.94	12.56

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 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.44	18.19
Power Generating Facilities..	\$ 32.29	18.19

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06

GROUP 7.....\$ 29.49 17.06

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 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

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 06/01/2023

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.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

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, cobblasting 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 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

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 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

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 05/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25

Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

 PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

 PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

 PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24

 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 05/01/2023

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLAS0886-003 05/01/2023

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLAS0886-004 05/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLUM0042-002 07/01/2023

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

Rates	Fringes
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Plumber, Pipefitter,
Steamfitter.....\$ 37.62 25.47

PLUM0050-002 07/03/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 47.15 24.21

PLUM0055-003 05/01/2023

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.....\$ 41.11 29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 32.16 31.51

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.03 23.09

PLUM0120-002 05/01/2023

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.....\$ 45.62 27.30

PLUM0162-002 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 36.47 26.80

PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.95 34.97

PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 43.25 26.94

PLUM0219-002 06/01/2023

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.....\$ 43.22 27.29

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.62	25.83

PLUM0396-001 06/01/2023		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.10	28.51

PLUM0495-002 06/01/2023		

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.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

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 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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END OF GENERAL DECISION