

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

Project Number: 243004
PID Number: 113325
Letting Date: 4/18/2024
Description: RIC - SR 13-11.01
Type: FOUR LANE RESURFACING

Subcontractors

1 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: 243004

PID #: 113325

Contract ID: RIC113325

DBE Goal: 7.5%

Richland
SR 13-11.01

E230(754)

FOUR LANE RESURFACING

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 subcontracts 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 processers, 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 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 111 - 10/21/2022 FACILITATED PARTNERING

A. Facilitated Partnering. The type of Partnering required on this project is Facilitated Partnering. The requirements of this note replace the Self-facilitated Partnering requirements in 108.02.B and 108.02.E of the Construction & Material Specifications. Select, with input from the Engineer, a partnering facilitator from the ODOT prequalified list located on the Division of Construction Management's Partnering website:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Pages/Partnering.aspx>

B. Initial Partnering Session. Every attempt shall be made to hold an Initial Partnering Session prior to beginning the Work and separately from the Preconstruction Meeting. This session shall be no later than one month after the Preconstruction Meeting. Identify and invite all stakeholders necessary to make the project successful including utility companies, other transportation entities (i.e., railroads), community leaders, all project participants including subcontractors. Develop the Partnering agenda with the Engineer and facilitator before holding the Initial Partnering Session.

During the Initial Partnering Session:

1. Develop Partnering teams consisting of Department and Contractor senior personnel and Project personnel.
2. Identify and develop a consensus on project goals consistent with the contractual obligations, including specific goals concerning safety, quality, schedule, and budget.
3. Decide on how the teams will measure progress on project goals.
4. Identify any potential risks to the project's success, mitigation strategies and an implementation plan for appropriate strategies.
5. Define key issues, project concerns, joint expectations, roles of key partnership leaders, lines of decision making authority, and share relevant information to help determine the scope of the Partnering efforts.
6. Identify any opportunities for project enhancement, enhancement strategies, and a specific action plan for implementing strategies.
7. Develop a communication protocol to enhance communication on the project.
8. Develop an issue identification and resolution process that identifies and attempts to resolve issues at the level closest to the work. The issue identification and resolution process will develop all the necessary steps for issue elevation including Notice and Mitigation defined in 108.02.F and the Dispute Resolution and Administrative Claims Process defined in 108.02.G.

C. Partnering Update Sessions. Hold quarterly Partnering Update Sessions, unless the frequency is otherwise determined by the Engineer and Contractor, to maintain open communication and evaluate the Partnering relationship on the Project. Identify Partnering successes and possible areas of improvement. Identify and invite all stakeholders necessary to make the session successful including utility companies, other transportation entities (i.e., railroads), community leaders, all project participants including subcontractors.

D. Partnering Monitoring. Monitor the progress of the Partnering relationship based on the goals decided during the Initial Partnering Session. On-line surveys of project participants will be used to monitor goals progress and help identify issues as they arise. Complete the survey prior to every Partnering Update Session and determine with the Engineer and facilitator whether more frequent evaluations are necessary. The on-line surveys will be consistent with the Department's Partnering Project Rating Form which is located on the Division of Construction Management's Partnering website:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Pages/Partnering.aspx>

E. Compensation.

1. Submission for Compensation. The facilitator shall submit to the Contractor actual invoice costs.
2. Facilitator Compensation. After review and verification by the Contractor and Department of the facilitator's submission for compensation, the Contractor shall pay the facilitator the fees earned.
3. Contractor Reimbursement. The Department and the Contractor shall bear the costs and expenses of the facilitator and venue equally.

The facilitator chosen by the Department and the Contractor shall be compensated at a maximum rate of \$3,500 for the Initial Partnering Session. The facilitator shall be compensated at a maximum rate of \$1,500 for the Partnering Update Sessions.

The maximum session rates above shall be considered full compensation for venue cost, on-site time, travel expenses, transportation, lodging, and incidentals, or portion thereof that the facilitator is at an authorized meeting.

F. Basis of Payment.

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

Item	Unit	Description
Special	Each	Department's Share Facilitated Partnering Costs

The fixed amount shown in the Proposal is included in the Total Bid Amount. This fixed amount is fifty percent of the Department's estimate of the total cost of all Partnering Update Sessions and facilitator expenses

The payments due will be deducted from the item. If the Department's costs of the Facilitated Partnering item exceed the fixed amount, the Department will continue to pay its share of the actual invoice costs of the item by processing a change order.

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.

PN 119 – 04/20/2018 – REVISING HIGH STRENGTH BOLT REQUIREMENTS FROM ASTM 325 TO ASTM F3125

Replace all references in the Contract to ASTM A325 (ASTM A325M) with ASTM F3125 Grade A325 (A325M).

PN 121 - 01/18/2019 - INCENTIVE/DISINCENTIVE CONTRACT

The Contractor shall complete all critical work and safety items according to the Incentive/ Disincentive Contract Table. The Incentive/Disincentive Contract Table is located in the Plan General Notes. In the event the Contractor impedes the flow of traffic subsequent to the opening to unrestricted traffic, the Contractor shall be assessed a disincentive according to the Incentive/ Disincentive Contract Table.

Critical work is shown in the Incentive/Disincentive Contract Table.

Critical work is defined as having the designated section of work 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 at their final design width with all markings, RPM's, and safety features installed, along with no restrictions within 2 feet of the edge line on the shoulders.

Incentive/Disincentive Amount:

The Contractor will be paid an Incentive or will be assessed a Disincentive according to the Incentive/ Disincentive Contract Table.

Extensions of time will be for calendar days and calculated in accordance with C&MS 108.06 except as follows: no extensions of time will be granted for delays in material deliveries (unless such delays are industry wide), and labor strikes (unless such strikes are area wide).

PN 0126 – 10/20/2023 – Revisions to the 2023 C&MS for Design Build Projects**100 GENERAL PROVISIONS****101 DEFINITIONS AND TERMS**

101.01 General. This Project shall use a Design-Build process to procure, award, and complete the Work. This Proposal Note replaces, in whole, all sections of the 2023 Construction and Material Specifications 100 GENERAL PROVISIONS sections (C&MS 100 Series Specifications). The applicable SS-800 revisions applying to the C&MS 100 Series Specifications are incorporated in this document. The same order of priority pursuant to 105.04 applies for all other series of specifications addressed in SS-800 and shall be deemed incorporated into the Contract Documents having the same order of priority as the Supplemental Specifications pursuant to 105.04.

The fact that the bid items for this Design-Build project are general rather than specific shall not relieve the DBT of the requirement that all Work performed and all materials furnished shall be in reasonable conformity with the Contract Documents.

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

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

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

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

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

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

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

ORDC	Ohio Rail Development Commission
OSHA	Occupational Safety and Health Administration
OTO	Office of Traffic Operations
OWPCA	Ohio Water Pollution Control Act
OZEU	Organic Zinc Epoxy Urethane
PAT	Project Average Thickness (concrete test)
PAV	Pressure Aging Vessel (asphalt binder test)
PB	Polybutylene (conduit)
PCC	Portland Cement Concrete
PCS	Petroleum Contaminated Soil
PDA	Pile Dynamic Analysis (steel piling)
PE	Polyethylene (conduit)
PG	Performance Grade (asphalt binder grading system)
pH	Potential of Hydrogen
PLS	Pure Live Seed
PVC	Polyvinyl chloride
QA	Quality Assurance
QC	Quality Control
QCFS	Quality Control Fabricator Specialist (structures)
QCP	Quality Control Program, or Plan, or Points (steel test)
QPL	Qualified Products List
RAP	Reclaimed Asphalt Pavement
RAS	Reclaimed Asphalt Shingles
RC	Rapid Cure (asphalt emulsion)
REA	Rural Electrification Act
RFI	Radio Frequency Interference (traffic controller)
RH	Relative Humidity
RMS	Root Mean Square (traffic controller)
RPCC	Recycled Portland Cement Concrete
RPM	Raised Pavement Marker (traffic)
RS	Rapid Set (asphalt emulsion)
RTFO	Rolling Thin-Film Oven (asphalt binder test)
RUS	Rural Utilities Service
SAE	Society of Automotive Engineers
SBA	Styrene Butadiene Amine
SBR	Styrene Butadiene Rubber
SBS	Styrene Butadiene Styrene
SCD	Standard Construction Drawing
SDS	Safety Data Sheets
SF	Standard Fabricated members (structures)
SI	International System of Units (Metric)
SM	AASHTOWare Project Sitemanager™
SMA	Stone Matrix Asphalt

SPD	Surge Protection Device (traffic controller)
SPST	Single Pole / Single Throw (traffic controller)
SS	Slow Set (asphalt emulsion)
SSD	Saturated Surface Dry (aggregate)
SSPC	Society for Protective Coatings
SWPPP	Storm Water Pollution Prevention Plan
TAP	Traffic Authorized Product
TCE	Trichloroethylene
TMPTA	Tri-methylpropane Tri-acrylate (paint)
TNP	Total Neutralizing Power
TODS	Tourist-Oriented Directional Signs
TSEC	Temporary Sediment and Erosion Control
TSR	Tensile Strength Ratio (asphalt mix test)
UF	Unique Fabricated members (structures)
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers
USC	United States Code
VA	Verification Acceptance
VAC	Volts Alternating Current
VCA	Volume of Coarse Aggregate (asphalt mix test)
VECP	Value Engineering Change Proposal
VMA	Voids in the Mineral Aggregate
VME	VersaModule Eurocard (traffic controller)
WDT	Watchdog Timer
WEAP	Wave Equation Analysis (steel piling)
WPS	Welding Procedure Specification (steel test)
WZRPM	Work Zone Raised Pavement Marker (traffic)
XCU	Explosion, Collapse and Underground

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

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

Award. The written acceptance by the Director of a Bid.

Basic Configuration. The Scope of Services in its entirety and elements of the Conceptual Plans, as indicated in the Scope of Services.

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

Bid Documents. The Bid Documents include the Invitation for Bids, Addenda, Proposal, Scope of Services, Conceptual Plans (as indicated in the Scope of Services), Expedite file, contract form and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed

plans, Plan notes, standard construction drawings identified in the Plans, notice to Contractor, design standards identified in the Scope of Services (including all standards referenced), notice to DBT, and any other document designated by the Department as a Bid Document, all of which constitute one instrument.

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

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

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

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

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

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

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

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

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

Conceptual Plans. Drawings provided by the Department; portions of which provide Basic Configuration and other information for various aspects of the project.

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

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

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

Contract Documents. The Contract Documents include the Invitation for Bids, Addenda, Proposal, Scope of Services, Conceptual Plans (as indicated in the Scope of Services), contract form and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed plans, Plan notes, standard construction drawings identified in the Plans, notice to DBT, notice to the Contractor, Change Orders, Supplemental Agreements, Extra Work Contracts, "Accepted" and "Accepted as Noted" Working Drawings, and any other document designated by the Department as a Contract Document, all of which constitute one instrument. For avoidance of doubt, this includes all documents listed as contractual in the Scope of Services' Document Inventory as being part of the Contract Documents (including those depicting the Basic Configuration). All documents listed in the Document Inventory shall be considered Contract Documents unless specifically noted as Reference Documents.

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

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

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

Contractor. The individual, firm, or corporation contracting with the Department for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the provisions of ORC 5525.02 to 5525.09 inclusive, and any amendments thereto. The firm in charge of the physical construction portion of the Work. May be the same entity as the Design-Build Team. May be the same entity as the Designer if qualified under the provisions of ORC 5526.04, and any amendments thereto.

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

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

Department. The Department of Transportation, State of Ohio.

Design-Build Contract. Contract which combines the design and construction phases of project delivery. This term can also encompass contracts involving design, right of way acquisition and construction (i.e., Design Acquire Build).

Design-Build Team (DBT). An entity who performs the Work (i.e., design, acquisition, construction, etc.) included in a Design-Build contract. Must be composed of the prequalified Contractor and the prequalified Designer. May be the same entity as the Contractor or the Designer.

Design Documents. All drawings (plans), specifications, calculations, records, reports or other documents, including shop drawings and working drawings, prepared by the DBT, which may be used for design, manufacture, fabrication, installation, testing, examination and certification of items and which give a detailed and precise representation of the configurations and arrangements of the materials and items being constructed in connection with the Project based on Contract Documents.

Design Project Manager. The Designer's representative to the Project. The Design Project Manager shall be responsible for actively managing the overall design of the Project and is in responsible charge of the design portion of the Work.

Designer. The individual, firm, or corporation to whom the Contractor sublets the Design Document(s) portions of the Contract and is in charge of the Design Document(s) portions of the Contract (not necessarily including Work incorporated in the preparation of Working Drawings) who prior to such undertaking receives the written consent of the Director. Must hold a Certificate of Authorization from the Ohio State Board of Registration for Professional Engineers and Surveyors and has fulfilled the Prequalification requirements under ORC 5526.04. May be the same entity as the Contractor if qualified under the provisions of ORC 5525.02 to 5525.09 inclusive, and any amendments thereto. May be the same entity as the Design-Build Team. May also be referred as the Consultant.

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

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

District Testing. The Departments district testing laboratories.

Engineer. Duly authorized agent of the Department acting within the scope of its authority for purposes of engineering and administration of the Contract. In managing the administration of the contract, the Engineer may confer with representatives of Industry including, but not limited to, the designer of record, landscape architects, environmental specialists, etc.

Engineer of Record. An individual, or individuals, properly registered as a Professional Engineer with the Ohio State Board of Registration for Professional Engineers and Surveyors, who seals the construction plans and associated documents/calculations. Also known as Designer of Record.

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

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

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

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

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

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

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

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

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

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

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

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

Plans. The drawings, standard construction drawings and supplemental drawings provided by the Department or produced by the DBT's Designer or the Designer's subconsultants, approved in accordance with the contract, or exact reproductions thereof, that show the location, character, dimensions, and details of the Work.

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

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

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

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

Project Manager. The Department's design representative to the DBT

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

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

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

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

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

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

Reference Documents. Documents provided by the Department for informational purposes only. The Department does not represent, warrant, or guarantee the accuracy, completeness or fitness of the Reference Documents.

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

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

Released for Construction Plans. Design Documents that have been thoroughly checked, reviewed and sealed in accordance with the Scope of Services, prepared per the Scope of Services which adequately describe the construction work required.

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

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

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

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

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

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

Scope of Services. The document detailing requirements which ensure that the Project is designed and constructed to meet the needs determined by the Department.

Schedule of Values. The Contractor submittal describing the breakdown of Work, quantity and cost, encompassed in the representative design-build Lump Sum bid items through the usage of item codes, item code unit measurements, and /item code descriptions as depicted in the Office of Estimating's Item Master.

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

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

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

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

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

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

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

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

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

Subconsultant. Any person or organization to whom the Designer or DBT has sublet or assigned any portion of its contractual obligations for the development of Design Documents, who prior to such undertaking receives the written consent of the Director. Must hold a Certificate of Authorization from the Ohio State Board of Registration for Professional Engineers and has fulfilled the Prequalification requirements under ORC 5526.04

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

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

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

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

Superstructure. The entire structure except the Substructure.

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

Supplemental Agreement. A written agreement executed by the Contractor and by the Director covering necessary alterations.

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

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

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

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

Work. The entire completed design and construction of the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents that comprise the Project or any portion thereof. Work includes and is the result of performing or furnishing professional design services and construction required by the Contract Documents.

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

Workday. A calendar day that the Contractor normally works.

Working Drawings. DBT submitted Design Document drawings for work, not otherwise defined in the Bid Documents, and require Department acceptance. Examples of Working Drawings include: Engineered Drawings, installation plans, certified drawings, and any other supplementary plans or similar data that the DBT is required to submit for acceptance. Work incorporated in the preparation of Working Drawings may be performed by the Contractor or the Designer.

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

unsatisfactory, sufficient, insufficient, rejected, or condemned,” it shall be understood as if the expression were followed by the words “by the Engineer” or “to the Engineer.”

References throughout the C&MS to contractor shall be interpreted as Contractor or Subcontractor (if applicable) except for actions for which another member of the Design-Build Team is applicable. For the determination when the context refers to responsibilities for which another member of the Design-Build Team is applicable, the Contract shall be construed simply, in whole, and in accordance with its fair meaning.

References to DBT throughout the C&MS shall be interpreted as the most appropriate member of the Design-Build Team, but a reference to DBT does not relieve the Contractor of meeting all contractual requirements. For the determination when the context refers to responsibilities of a specific DBT member, the Contract shall be construed simply, in whole, and in accordance with its fair meaning.

102 BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders. A Design-Build Team seeking to bid must be prequalified by the Department according to ORC Chapter 5525, and the rules and regulations governing prequalification in order to submit a Bid. A Design-Build Team must have a member who is prequalified by the Department according to ORC Chapter 5526. Upon request, the Department will provide a prequalification application, applicable rules and regulations, and other relevant information. For prospective Bidders that are not yet prequalified, furnish the Department with a properly completed prequalification application at least 30 days before the date specified for the receipt of Bids. The prequalification certificate according to ORC Chapters 5525 is the Bidder’s license to Bid and perform construction work for the Department. The prequalification certificate according to ORC Chapter 5526.04 is the DBT’s license to prepare Design Documents.

For foreign DBTs, refer to ORC 5525.18 and Ohio Administrative Rule 5501:2-3-07. The Department will perform contractor performance evaluations for each contractor and subcontractor on every ODOT-let construction project. Evaluations shall be well documented, objective, and performed in a timely manner, in accordance with Supplement 1131. The contractor’s average scores for the previous calendar year will be used in the calculation of the contractor’s bidding capacity. The contractor has the right to appeal an evaluation.

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

- A. Location and description of the Project.
- B. Time to complete the Work.
- C. Amount of the Proposal Guaranty.
- D. Department’s deadline for receiving a completed Bid.
- E. Schedule of contract items.
- F. Standard Specifications, Special Provisions, Supplemental Specifications, and the Plans.
- G. Proposal
- H. Scope of Services
- I. Document Inventory.

102.03 Issuance of Proposals.

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

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

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

102.04 Interpretation of Quantities in Proposal. The lump sums bid for design and construction of the project, plus any unit bid prices (multiplied by the appropriate quantity) required in the Proposal shall be the sole basis for comparison of bids. These will also be used to determine the progress of the work and to provide guidance in the issuance of partial payments during design and construction.

The quantities in the Bid Documents are approximate and the Department uses them for the comparison of Bids only.

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

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

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

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

A reasonable site investigation includes a review of these documents.

Should a question arise at any time during the examination of Bid Documents or investigation of the site the Bidder may seek clarification by submitting a Prebid Question. Submit all Prebid Questions in writing via the Department's website. The Department will post a response on its website to all questions submitted before a deadline of 10:00 am four working days prior to the public opening of Bids. Responses to Prebid Questions posted on the Department's website are not revisions to the Bidding

Documents and are not binding. The Department is not obligated to respond to, or otherwise act upon, a Prebid Question submitted after this deadline, but reserves the right to act upon any information received.

102.06 Preparation of Bids. Prepare a Bid according to this subsection and the requirements found in the Bid Documents. Properly complete the Expedite file and submit it using the software specified in the Bid Documents rather than completing it by handwriting, typing, or using unauthorized computer-generated forms.

Indicate the total Bid amount by adding the values entered in the “Bid Amount” column for the listed items. Submit the Expedite file using the software specified in the Bid Documents.

Properly execute the Proposal by completing the miscellaneous section and attaching the required signatures in the space provided in the Expedite file.

**ENTITY SUBMITTING PROPOSAL
REQUIRED SIGNATURE**

Individual	The individual or a duly authorized agent.
Partnership	A partner or a duly authorized agent.
Joint Venture	A member or a duly authorized agent of at least one of the joint venture firms.
Corporation	An authorized officer or duly authorized agent of the corporation. Also, show the name of the state chartering the corporation and affix the corporate seal.
Limited Liability Company	A manager, a member, or a duly authorized agent.

102.07 Duty to Notify of Errors in Bid Documents. Notify the Department of errors and omissions in the Bid Documents. Make notification by submitting a question in the manner described in 102.05. The DBT’s duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored.

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

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

when the Department determines that an award to the Bidder submitting a Mathematically Unbalanced Bid will not result in the lowest ultimate cost to the Department.

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

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

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

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

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

102.10 Delivery of Bid. Unless otherwise indicated in the Proposal, all Bids must be submitted using the electronic Bid submission software specified in the Proposal. The Department will accept Bids until the time and date designated in the Notice to Bidders. The Department will return Bids received after the designated time to the Bidders unopened. The Department will return all Bids not prepared and submitted in accordance with the Proposal.

102.11 Withdrawal of Bids. After Bids are opened, ORC 5525.01 requires that a Bidder identify a mistake in its Bid within 48 hours of the Bid opening. After Bids are opened the Bidder must provide a written request to withdraw a Bid already filed with the Department. Any Bidder for whom a request to withdraw its Bid is approved by the Department will not be permitted to participate in any manner in a contract awarded for that project for which the Bid was withdrawn.

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

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

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

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

102.14 Disqualification of Bidders. The Department will declare a Bid non-responsive and ineligible for award when any of the following occur:

- A. The Bidder lacks sufficient prequalification work types or dollars to be eligible for award.
- B. The Bidder fails to furnish the required Proposal Guaranty in the proper form and amount.
- C. The Bid contains unauthorized alterations or omissions.
- D. The Bid contains conditions or qualifications not provided for in the Bid Documents.
- E. The Proposal is not prepared as specified.
- F. A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same Project.
- G. The Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the "Bid Amount" column for that item.
- H. The Bidder fails to submit a lump sum price where required.
- I. The Bidder fails to submit a complete Expedite file using the software specified in the Proposal.
- J. The Bidder is debarred from submitting Bids.
- K. The Bidder has defaulted, has had a Contract terminated for cause by the Department, has either agreed not to Bid or has had debarment proceedings initiated against the Bidder's company and/or its key personnel.
- L. The Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the Department.
- M. The Bidder fails to properly complete the supplemental questionnaire section of the Expedite file.
- N. The Bidder submits a Materially Unbalanced Bid as defined by 102.08.
- O. The Bidder fails to acknowledge addenda.
- P. The Department finds evidence of collusion.
- Q. Any other omission, error, or act that, in the judgment of the Department, renders the Bidder's bid non-responsive.
- R. The Bidder fails to name the Designer as per the Scope of Services or names a Designer which is not a properly qualified and listed Consultant in the Department's Pre-qualified List for the type of design work specified in the Scope of Services.

102.15 Material Guaranty. Before any Contract is awarded, the Department may require the Bidder to furnish a complete statement of the origin, composition, and manufacture of any or all Materials to be used in the construction of the Work together with samples. The Department may test the samples as specified in these Specifications to determine their quality and fitness for the Work.

102.16 Certificate of Compliance with Affirmative Action Programs. Before any Contract is awarded, the Department will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator.

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

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable program approved by the OBWC, the Department requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the Department.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

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

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

103 AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. After opening and announcing the Bids, the Department will compare the Bidders' proposed prices. The proposed price is the summation of the products of the estimated quantities and all lump sums bid that are shown in the Proposal and the unit Bid prices. If the amount shown for the proposed product differs from the actual product of the unit Bid price and the estimated quantity, then the actual product will govern.

The Department may reject any or all Bids, waive technicalities, or advertise for new Bids without liability to the Department.

103.02 Award of Contract. The Department will award a Contract or reject Bids within 10 days after Bid opening. The Department will mail a letter to the address on the Bid notifying the successful Bidder of Bid acceptance and Contract award. The Department will award to the lowest competent and responsible bidder. The Department will not award a Contract until it completes an investigation of the apparent low Bidder.

If the Department's estimate for the cost of the improvement is not confidential, the Department will not award a Contract for an amount greater than 5 percent more than the Department's estimate. If the Department's estimate is confidential, the Department may award the Contract according to ORC 5525.15.

103.03 Cancellation of Award. The Department may cancel a Contract award at any time before all parties sign the Contract without liability to the Department.

103.04 Return of Proposal Guaranty. Immediately after the opening and checking of Bids, the Department will return all Proposal Guaranties provided in the form of a certified check or cashier's check, except to the three lowest Bidders. Within 10 days after opening bids, the Department will return the Proposal Guaranties of the two remaining unsuccessful Bidders. After the successful Bidder submits the signed Contract, Contract Bonds, and other Contract Documents, and after the Department signs the Contract, the Department will return the Proposal Guaranty to the successful Bidder. The Department will not return Bid bonds.

103.05 Requirement of Contract Bond. Furnish Contract Bonds within 10 days after receiving notice of award. Furnish Contract Bonds to the Director on the prescribed form, in the amount of the Contract, and according to ORC 5525.16.

103.06 Execution of Contract. Sign and return the Contract, along with the certificate of compliance, Contract Bonds, and other required Contract Documents, within 10 days after notice of award. The State does not consider a proposal binding until the Director signs the Contract. If the Director does not sign the Contract within 20 days after receiving the successful Bidder's signed Contract, certificates, Contract Bonds, and other Contract Documents, the successful Bidder may withdraw the Bid without prejudice.

103.07 Failure to Execute Contract. If the successful Bidder fails to sign the Contract and furnish the Contract Bonds, the Department will have just cause to cancel the award. The successful Bidder shall forfeit the Proposal Guaranty to the Department, not as a penalty, but as liquidated damages. The Department may award the Contract to the next lowest responsive Bidder, re-advertise the Work, or take any other action decided by the Director.

104 SCOPE OF WORK

104.01 Intent of the Contract Documents. The intent of the Contract Documents is to provide for the design, construction, and completion of the Work. Perform the Work according to the Contract Documents.

104.011 Design of the Project. The Designer and subconsultants will provide all necessary services to design all permanent and temporary portions of the Project in accordance with the Contract Documents, not necessarily including Work incorporated in the preparation of Working Drawings or Engineered Drawings. All work shall conform to current Department, FHWA and AASHTO standards, practices, policies, guidelines and specifications. Unless otherwise noted in the Contract Documents, the Department's standards, practices, policies, guidelines and specifications shall control in case of a conflict.

The standard of care for all such services performed or furnished pursuant to the Contract will be the care and skill ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and locality.

The DBT shall require the Designer to assign only qualified engineers and surveyors, professionally registered in the State of Ohio, in direct responsible charge of engineering and surveying endeavors. When services required are predominantly oriented toward other disciplines such as environmental, landscaping, transportation planning, or architectural applications, the Designer shall assign other professionally competent personnel registered in Ohio or certified as required by law, to be in charge of the work.

Electronic plans will be developed by the Designer in accordance with the Location and Design Manual.

The Designer shall perform all necessary services to design all permanent and temporary portions of the Project, not including Work incorporated in the preparation of Working Drawings or Engineered Drawings, in accordance with the Contract Documents including the following:

- A. Consult with Department to understand the requirements for the Project and review available data.
- B. Advise the Department as to the necessity of providing or obtaining from others additional reports, data or services of the types provided in paragraph 104.012 and assist the Department in obtaining such reports, data, or services.
- C. Develop maintenance of traffic plans in accordance with the current Standard Construction Drawings, Location and Design Manual, OMUTCD and the Scope of Services.
- D. Maintain and make available to ODOT, at ODOT's request, a Project Record which includes a history of significant events (changes, comments, etc.) which influenced the development of the project.
- E. Perform any surveys (see ODOT Survey Manual) required for this project.
- F. Perform hydraulic analysis as set forth in the Scope of Services document. The results of the analyses must show no harmful interference to adjacent riparian vegetation (along streams). Results must be certified by the Designer. The certification must state that the proposed structure will have an equal to or greater hydraulic capacity and that a deletion of existing auxiliary openings and overflow areas is not planned.
- G. Perform any additional needed soils surveys, soils borings, and geotechnical investigations, with appropriate analysis to produce the proposed design.
- H. Reference the appropriate Construction and Materials Specifications in the Plans for all construction work to be performed and all materials to be furnished.
- I. Provide Plans, specifications and supporting documents for review by ODOT at the several stages of plan development review required by the Scope of Services.
- J. Provide written concurrence on DBT accepted Shop Drawing(s). Written concurrence shall be provided with the submission to the Department.
- K. Provide concurrence on acceptability of developed Engineered drawings identified in 501.05.A 1, 501.05A 2, 501.05.A 3, 501.05B 3, & 501.05B 6. Written concurrence shall be provided with the submission to the Department.
- L. Provide concurrence on acceptability of Corrective Work Plan (CWP) as described in 501.05.C. Written concurrence shall be provided with the submission to the Department.

M. Perform the additional duties and requirements as explained in "Specifications for Consulting Services".

Design services that require prequalification may only be performed by firms that are prequalified for those services at the time of performance of the services.

The Designer and subconsultants that will perform design work must be listed in the appropriate prequalification category on the prequalification lists found on the Department's Consultant Service website.

The Designer and all subconsultant names and addresses must be the same as those on file with the Department. All engineering services must comply with Section 4733.16 of the Ohio Revised Code.

Interpret all references to guidelines, recommendations and considerations within applicable design manuals as minimum requirements except when specifically excluded within the Scope of Services. Perform recommended evaluations if not provided by the Department.

Perform an analysis and submit to the Department for review and concurrence if a recommendation in any design manual cannot be met. This analysis shall indicate the reasons for a deviation from a design recommendation and shall propose an acceptable solution. Cost or an incorrect bid assumption shall not be a reason for a deviation. A deviation from a design recommendation shall not be included in the design without the ODOT Design Project Manager's concurrence.

Determine the engineering properties of all subsurface conditions and materials for design and construction of the Work. Base these determinations on exploration data and information provided by the Department and procured by the DBT, local and regional geologic and hydrogeologic mapping and publications, and experience in similar geologic settings and construction. Perform all interpretation and interpolation of geotechnical information in a manner which would be reasonably exercised by members of the engineering profession practicing under similar geological and regional conditions. All use of, interpretation of, and interpolation of the geotechnical data and information for design and construction, both at specific exploration locations and between locations, are the responsibility of the DBT.

Also see additional requirements regarding Cooperation with Utilities in Section 105.07.

104.012 Department's Responsibilities for Design Activities. To facilitate the activities of the Designer, the Department shall furnish to the DBT, as required for performance of services the following, all of which the DBT may use and rely upon when performing services under this Contract:

- A. NEPA documents and associated approvals, including environmental assessment and impact statements,
- B. Engineering surveys to establish reference points for design and construction which in the Department's judgment are necessary to enable the DBT to proceed with the Work.
- C. Department provided information, known to, or in the possession of the Department, relating to the presence of materials and substances at the site which could create a hazardous condition.

The Designer's and subconsultants' Design Documents shall be submitted to the Department. The Department reserves the right to review and comment on the Design Documents. The Designer and subconsultants, if appropriate, shall be available during the duration of the contract to answer questions, issue clarifications, and correct errors and omissions.

The Department shall have the discretion to dictate the level of review for any design. The DBT bears sole responsibility for the quality, accuracy, completeness, and compliance with the Contract regardless of the Department's level of review.

The Department's failure to identify improper or incorrect design shall not, in any way, prevent later rejection when an improper or incorrect design is discovered, or obligate the Department to grant acceptance under 109.11 or 109.12.

104.02 Revisions to the Contract Documents.

A. General. The Department reserves the right to revise the Contract Documents at any time. Such revisions do not invalidate the Contract or release the Surety, and the DBT agrees to perform the Work as revised.

The provisions of this section are subject to the limitation of ORC 5525.14.

B. Differing Site Conditions. Notify the Engineer as specified in C&MS 108.02.F upon discovery of any of the following conditions:

1. subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents and are not discoverable from an investigation and analysis of the site by the DBT meeting the standard of care for such an investigation and analysis,

2. unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, are encountered at the site.

3. unknown physical conditions which are rare for the project area and type of project.

4. unknown physical conditions which are not reasonably evident during the design by inspection, or investigations which were performed during the design, or reasonably should have been performed during or before the final design process

Provide required notification before disturbing any differing site condition.

Upon notification from the DBT, the Engineer will investigate potential differing site conditions. The Engineer will determine if differing site conditions have been encountered and notify the DBT of the Department's determination.

C. Suspension of Work. If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the DBT believes that additional compensation or time is due as a result of such suspension or delay, notify the Engineer as specified in 108.02.

Upon receipt of notice, the Engineer will evaluate the DBT's request. If the Engineer agrees that the cost or time required for the performance of the Work has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the DBT, its suppliers, subconsultant, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an equitable adjustment (excluding profit) and modify the contract as specified in 108.06 and 109.05. The Engineer will notify the DBT of its determination whether or not an adjustment to the Contract Documents is warranted. Failure of the Engineer to suspend or delay the Work in writing does not bar the DBT from receiving a time extension or added compensation according to 108.06 or 109.05.

The Department will not make an adjustment under this subsection in the event that performance is suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

D. Significant Changes in Character of the Work. The Engineer may increase or decrease bid unit priced item quantities and may alter the Work as necessary to complete the Project. The Engineer

will make appropriate adjustments according to 108.06 and 109.05, if such alterations significantly change the character of the Work.

If the DBT disagrees as to whether an alteration constitutes a significant change, use the notification procedures specified in 108.02.F.

The term “significant change” is defined as follows:

1. when the character of the Work as altered differs materially in kind or nature from that involved or included in the Contract Documents; or
2. when the product of the quantity in excess of the estimated quantity of a contract bid unit priced item and the unit price exceeds the limits set forth in Table 104.02-1.

TABLE 104.02-1

Contract Price	Contract Limits
Up to \$500,000	\$25,000
\$500,001 to \$2,000,000	5% of Total Contract Price
Over \$2,000,000	\$100,000

A quantity underrun is defined as follows:

- a. the estimated quantity of a bid unit priced Contract Item exceeds four units (this minimum quantity does not apply to pavement markings measured in units of miles), and
- b. the decrease in quantity of any bid unit priced Contract Item exceeds 25 percent of the estimated bid quantity, and
- c. the total of all such adjustments for all bid unit priced Contract Items is more than \$400.

Then after the determination of final quantities according to 109.12.C for bid unit priced Contract Items, the Engineer will adjust the unit prices for the affected bid unit priced Contract Item by multiplying the bid unit price by the factor obtained from Table 104.02-2.

TABLE 104.02-2

% Decrease	Factor	% Decrease	Factor
25	1.08	57	1.33
26 to 27	1.09	58	1.35
28 to 29	1.10	59	1.36
30 to 31	1.11	60	1.38
32 to 33	1.12	61	1.39
34 to 35	1.13	62	1.41
36	1.14	63	1.43
37 to 38	1.15	64	1.44
39	1.16	65	1.46
40 to 41	1.17	66	1.49
42	1.18	67	1.51
43	1.19	68	1.53
44 to 45	1.20	69	1.56
46	1.21	70	1.58
47	1.22	71	1.61
48	1.23	72	1.64
49	1.24	73	1.68
50	1.25	74	1.71
51	1.26	75	1.75
52	1.27	76	1.79
53	1.28	77	1.84
54	1.29	78	1.89
55	1.31	79	1.94
56	1.32	80 and over	2.00

When the increase in quantity or decrease in quantity of any unit price contract item does not exceed the limits set forth in Tables 104.02-1 and 104.02-2, the change is considered a minor change. The Department will pay for minor changes in the Work at the unit bid price. Table 104.02-2 is not applicable to Lump Sum Contract Items.

E. Eliminated Items. The Department may partially or completely eliminate contract items, or may eliminate portions of the Work described in the Basic Configuration.

The Department will only make an adjustment to compensate the DBT for the reasonable cost incurred in preparation to perform significantly changed work as set forth in 104.02.D or work completely eliminated prior to the date of the Engineer's written order to significantly change or completely eliminate the Work. The adjustment will be determined according to 109.04 and 109.05. Such payment will not exceed the price of the Contract Item.

The Department will not seek a savings for maintaining traffic, mobilization, and construction layout stakes items for Eliminated Items of Work, unless there is a significant change.

F. Extra Work. Perform Extra Work as directed by the Engineer. The Department will pay for Extra Work as specified in 109.05. Time extensions, if warranted, will be determined according to 108.06.

G. Unilateral Authority to Pay. The Department has unilateral authority to pay the Contractor sums it determines to be due to the DBT for work performed on the project. This unilateral authority to pay by the Department does not preclude or limit the rights of the Department and the Contractor to negotiate and agree to the amounts to be paid to the DBT.

H. Infeasibility of Design. Infeasibility of accepted DBT designs, errors in the DBT's Design Documents, or improper DBT design assumptions shall not be considered a revision to the Contract Documents.

104.03 Rights in and Use of Materials Found on the Work. Upon obtaining the Engineer's approval, the contractor may use material, such as stone, gravel, or sand, found in the plan excavation for another Contract Item. The Department will pay for both the excavation of the material under the corresponding Contract Item and for the placement of the excavated material under the Contract Item(s) for which the excavated material is used. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

Obtain written permission from the Engineer according to 107.11.A.

104.04 Cleaning Up. Maintain the Project in a presentable condition. Remove all rubbish, layout stakes, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other ground occupied by the contractor in connection with the Work. Establish suitable vegetative cover in these areas by seeding and mulching according to Item 659, except for cultivated fields. Leave the Project site in an acceptable condition as determined by the Engineer. The cost of cleanup is incidental to all contract items. The Department may withhold 10 percent of the Bid amount for the mobilization contract item, if included, until performance under this section is complete. See 624.04.

104.05 Pay Adjustments. Pay adjustments will be made according to the applicable governing Contract Documents and requirements. Pay adjustments shall be based on the required adjustment computation method or procedure as defined by the applicable specification or contract provision.

For pay adjustments based on a unit bid price/cost or a contract unit price/bid price, the Office of Estimating Historical Bid Data adjusted for inflation for the calendar year immediately preceding the calendar year in which the project is let shall be used unless such price/cost data is specifically contained within the bid or Contract Documents. The applicable average awarded bid amount shall be used as the unit price/cost component when calculating the applicable pay adjustment. Moreover, the actual adjustment will be the difference between the average awarded bid amount and the computed adjustment to that amount for the applicable number of units as appropriate.

Pay adjustments will be paid or deducted on the DBT progress estimates through the change order process. The Department's Office of Estimating shall maintain the Historical Bid Data and is available on the Department's Office of Estimating website.

105 CONTROL OF WORK

105.01 Authority of the Engineer. The Engineer will decide questions concerning all of the following:

- A. The quality and acceptability of Materials furnished.
- B. The quantity of Work performed.
- C. The DBT's rate of progress.
- D. The interpretation of the Contract Documents.
- E. Acceptable fulfillment of the Contract.
- F. Contractor compensation.
- G. The acceptability of the DBT's Design and Design Documents

The Engineer may suspend all or part of the Work when the DBT fails to correct conditions that are unsafe for the workers or the general public, fails to provide Designs meeting industry Standard of Care, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions, conditions considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest.

The Engineer's acceptance does not constitute a waiver of the Department's right to pursue any and all legal remedies for defective Work or Work performed by the DBT in an un-workmanlike manner.

The Department shall not supervise, direct or have control or authority over, nor be responsible for the DBT's contractors', subcontractors', designers', or subconsultants' means, methods, techniques, sequences or procedures of construction, design, or the safety precautions and programs incident thereto, or for any failure of DBT to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

The Department will not be responsible except that the Department may order immediate remediation of conditions which endanger the public welfare as required in 105.14/105.15/107.07/107.10/107.11/107.12. The Department will not be responsible for DBT's failure to perform or furnish the Work in accordance with the Contract Documents.

105.02 Plans and Working Drawings. The Plans shall show details of structures, the lines and grades, typical cross-sections of the Roadway, and the location and design of structures. Keep at least one set of Plans at the Project at all times.

Prepare Working Drawings when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, and geometries. Where Work consists of repairs, extension, or alteration of existing structures, take measurements of existing structures to accurately join old and new Work.

Unless otherwise indicated, the Department will review Working Drawing submittals to ensure conformance with the Contract and to provide the DBT a written response to document the results of its review as follows:

A. “ACCEPTED.” The Department accepts the submittal for construction, fabrication, or manufacture.

B. “ACCEPTED AS NOTED.” The Department accepts the submittal for construction, fabrication, or manufacture, subject to the DBT’s compliance with all Department comments or corrections to the submittal. If also marked “RESUBMIT,” the Department still accepts the submittal, but requires the DBT to provide a corrected submittal to the Department.

C. “NOT ACCEPTED.” The Department does not accept the submittal. The submittal does not conform to Contract requirements. Do not begin construction, fabrication, or manufacture of Work included in the submittal. Revise the submittal to comply with Department comments or corrections and Contract requirements and provide the revised submittal to the Department for another review.

“Accepted” and “Accepted as Noted” Working Drawings are Contract Documents as defined in 101.03. The Department’s acceptance will not relieve the DBT of responsibility to complete the Work according to the Contract nor relieve a signatory engineer’s responsibility as defined by OAC 4733-23. Include the cost of furnishing Working Drawings in the cost of the Work they cover.

105.03 Conformity with Contract Documents. Perform all Work and furnish all Materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements as shown on the Plans, Conceptual Plans, Scope of Services and as specified.

If the DCE determines the Work is not in reasonably close conformity with the Contract Documents and determines the DBT produced reasonably acceptable Work, the DCE may accept the Work based on engineering judgment. The DCE will document the basis of acceptance in a Change Order that provides for an appropriate adjustment to the Contract Price of the accepted Work or Materials. If the DCE determines the Work is not in reasonably close conformity with the Contract Documents and determines the Work is inferior or unsatisfactory, remove, replace, or otherwise correct the Work at no expense to the Department.

105.04 Coordination of the Contract Documents. The Contract Documents are those defined in 101.03. A requirement appearing in one of these documents is as binding as though it occurs in all. The Engineer will resolve discrepancies using the following descending order of precedence:

- A. Addenda.
- B. Proposal (excluding the Scope of Services and Attachments) and Special Provisions.
- C. Basic Configuration (including the Scope of Services, Attachments identified as Contract Documents and portions of Attachments that depict Basic Configuration elements defined in the Scope of Services)
- D. Conceptual Plans (not including those portions of the Conceptual Plans that are part of the Basic Configuration; which are covered under Item C.)
- E. Supplemental Specifications.
- F. Standard Construction Drawings.
- G. Standard Specifications.

Immediately notify the Engineer upon discovering any latent error or omission in the Contract Documents.

105.05 Cooperation by DBT. Provide the constant attention necessary to progress the Work according to the Contract Documents. Cooperate with the Engineer, inspectors, ODOT design reviewers, and all other DBTs or contractors on or adjacent to the Project.

105.06 Superintendent and Design Project Manager. Provide a Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work, irrespective of the amount of subcontract Work. The Superintendent must be capable of reading and understanding the Contract Documents and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. The Superintendent shall promptly execute the Engineer's orders or directions and promptly supply the required materials, equipment, tools, labor, and incidentals.

Provide a Design Project Manager for the Project that is available and responsive at all reasonable times during the design of the Project and is reasonably available and responsive during construction. The DBT Design Project Manager shall be responsible for actively managing the overall design of the Project, must be an employee of the Designer and responsible for overall design of the Project inclusive of all structures and structural elements (bridge substructures and superstructures, retaining walls, noise walls) and roadway/highway items (alignment, drainage, pavement, lighting, traffic signals, maintenance of traffic, etc.) Must be an Ohio P.E. The Design Project Manager shall promptly execute the Engineer's orders or directions and supply the required properly executed Design Documents.

105.07 Cooperation with Utilities.

The DBT shall design the project construction work to minimize the scope and extent of utility conflicts and relocations.

Unless otherwise provided for by the Contract Documents, the Department will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction at no cost to the DBT.

Cooperate fully with each utility company and make every effort to avoid delays and conflicts. All reasonable effort required to resolve utility conflicts shall be included in the DBT's schedule. Utility conflicts shall be identified and located by the DBT. When utility relocations are necessary, coordination and scheduling of these relocations with the involved utilities shall be the responsibility of the DBT.

If required by the Bid Documents, the design for relocation or accommodation of any utilities within the project shall be coordinated by the DBT. The DBT shall determine and show on the plans the names of all existing utilities within project limits. The DBT shall identify and resolve utility conflicts and the plans and details shall reflect the resolutions and decisions accepted.

The DBT shall initiate any utility meetings needed to ensure that the concerns are addressed on the plans involving utilities. The DBT shall notify the Engineer at least two working days in advance of any utility meeting. An ODOT representative shall attend all utility meetings.

The Department will authorize project funds for utility relocations eligible for reimbursement and issue permits to the utilities relocating facilities that require relocation within the Right of Way. The DBT will

be responsible for working with the individual utilities to ensure that all utility concerns are addressed and that any required utility relocation plans, estimates and support material are developed and copies are provided to the district utility office. The DBT will keep the district utility office aware of all utility coordination information.

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

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

The Contract Documents will indicate various utility items and indicate a time frame or date when the Department expects the owners to complete utility relocation or adjustment. Provide adequate notification to utility owners adjusting facilities during construction to prevent conflict with the DBT's schedule of operations. Indicate the various utility items, impacted utilities and indicate the time frame or date when the utility owners are expected to complete utility relocation or adjustment in the design plans developed by the Designer.

If the utility owners fail to relocate or adjust utilities as provided for in the Contract Documents and the DBT sustains losses or delays that could not have been avoided by the judicious design efforts, and reasonable accommodation or by judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, then the Engineer will adjust the Contract according to 108.06 and 109.05. The acceptability of such loss of time will be evaluated as follows:

- A. The Engineer shall be satisfied that the DBT has made every effort to prosecute the design and construction work and mitigate impacts despite any delays encountered or revisions in the DBT's scheduling of work.
- B. If performance of the DBT's work is delayed because the utility owners fail to relocate or adjust their facilities as previously agreed, the contract time will be adjusted in accordance with the provisions of 108.06.
- C. The Engineer shall be satisfied that the DBT has made every reasonable effort to design and construct the work to reasonably avoid the utilities.

When bidding, consider all permanent and temporary utility appurtenances in present and relocated positions as shown in the Contract Documents.

According to ORC 153.64 and at least 2 Workdays prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

The owner of the underground utility shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, start staking, marking, or otherwise designating the location, course, ± 2 feet (± 0.6 m), together with the approximate depth of the underground utilities in the construction area.

105.08 Cooperation Between Contractors. At any time, the Department may contract for other work on or near the Project.

Separate contractors working within the limits of the Project or adjacent to the Project shall conduct their work without interfering with or hindering the progress of Work by other contractors or DBTs, interfering with or hindering completion of Work being performed by other contractors or DBTs, or unknowingly hinder proposed work. Develop the Design Documents to ensure future capability with known designs. The contractors shall cooperate with each other as directed by the Engineer.

105.09 Authority and Duties of the Inspector. Inspectors are authorized to inspect the Work and the preparation, fabrication, or manufacture of materials. Inspectors are not authorized to alter or waive requirements of the Contract Documents. Inspectors are authorized to notify the DBT of Work that does not conform to the Contract; reject materials that do not conform to Specification requirements; and until the issue is decided by the Engineer, suspend portions of the Work if there is a question regarding the Contract Documents, use of unapproved material, or safety. Inspectors are not obligated or authorized to provide direction, superintendence, or guidance to the DBT, its crew, its subcontractors, subconsultants, or suppliers to accomplish the Work.

Any action or inaction of the Inspector does not constitute a waiver of the Department's right to pursue any and all legal remedies for defective work or work performed by the DBT in an un-workmanlike manner.

105.10 Inspection of Work. The Engineer may inspect materials and the Work. Provide the Engineer or the Engineer's representative access to the Work, information, and assistance necessary to conduct a complete inspection. Notify the Engineer at least 24 hours prior to all required inspections.

When directed by the Engineer, remove or uncover completed Work to allow inspection. After the Engineer's inspection, restore the Work according to the requirements of the Contract Documents. If the inspected Work conformed to the requirements of the Contract Documents, the Department will pay for uncovering or removing and restoring the Work as Extra Work according to 109.05. If the inspected Work did not conform to the Contract Documents, the Department will not pay for uncovering or removing and restoring the Work.

The Department shall have the discretion to dictate the level of inspection for any item of work. The DBT bears sole responsibility for the quality of Work and compliance with the contract regardless of the Department's level of inspection.

The Department's failure to identify defective Work or material shall not, in any way, prevent later rejection when defective Work or material is discovered, or obligate the Department to grant acceptance under 109.11 or 109.12.

Inspection of Work may include inspection by representatives of other government agencies or railroad corporations that pay a portion of the cost of the Work. This inspection will not make other government agencies or railroad corporations a party to the Contract and will not interfere with the rights of the DBT or Department.

105.11 Removal of Defective and Unauthorized Work. Work that does not conform to the requirements of the Contract is defective.

Unless the Department formally accepts defective Work according to 105.03, immediately remove and replace defective Work.

Unauthorized Work is Work done contrary to the instructions of the Engineer, beyond the plan lines, or any extra work done without the Department's permission. The Department will not pay for unauthorized Work. The Engineer may order the DBT to remove or replace unauthorized Work at no expense to the Department.

If the DBT fails to comply with the Engineer's orders under the provisions of this subsection, the DCE may correct or remove and replace defective or unauthorized Work and deduct the costs from the Contract Price.

105.12 Load Restrictions. Comply with all legal load restrictions when hauling materials on public roads.

Operate equipment of a weight or so loaded as to not cause damage to structures, to the roadway, or to other types of construction. Comply with subsection 501.05.B.6 for allowed loads on bridges.

Do not use off road vehicles on bases or pavements unless permitted by the DCE in writing.

Do not haul on concrete pavement, base, or structures before the expiration of the curing period.

Do not exceed the legal load limits in this section unless permitted by the Director in writing.

105.13 Haul Roads. Prior to hauling equipment or materials, provide written notification to the Engineer of the specific roads or streets on the haul route. If the haul route includes roads and streets that are not under the jurisdiction and control of the State and the DCE determines that State controlled roads are not available or practical for a haul route, the Contractor may use local roads and streets that are not restricted by local authorities. If the DCE determines that state controlled roads are available and practical for a haul route, revise the proposed haul route provided in the original written notification and resubmit to the DCE.

If the Engineer determines that haul route roads were properly used during construction to haul equipment and materials and that the haul route roads were damaged, then the Engineer may order the Contractor to perform immediate and practical repairs to ensure reasonably normal traveling conditions. The Engineer will pay for repairs according to applicable provisions of 109.04 and 109.05.

The Contractor shall not file a claim for delays or other impacts to the Work caused by disputes with the local authorities regarding the use of local roads or streets as haul routes. The Contractor shall save the State harmless for any closures or hauling restrictions outside the Project limits beyond the control of the Department.

105.14 Maintenance During Construction. Maintain the Work during construction and until Final Inspector accepts the work under 109.12, except for portions of the Work accepted under 109.11. The Contractor is responsible for damage done by its equipment.

Maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items

previously constructed. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the Department.

Maintain the Post Construction Storm Water Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with the BMP features during construction.

Maintain the Work during construction and before acceptance of the Work under 109.12, except for portions of the Work accepted under 109.11. The Department will not provide additional compensation for maintenance work. All cost of maintenance work during construction and before the project is accepted shall be included in the Lump Sum Bid Price for the various pay items and the Contractor will not be paid an additional amount for such work.

105.15 Failure to Maintain Roadway or Structure. If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project, and deduct the entire cost of this maintenance from monies due or to become due the Contractor on the Contract.

105.16 Borrow and Waste Areas. Prior to beginning borrow or wasting operations, obtain the Engineer's written approval of a detailed operation plan that addresses the following concerns:

- A. Control of drainage water.
- B. Cleanup, shaping, and restoration of disturbed areas.
- C. Disposal of regulated materials.
- D. Avoidance of regulated areas.
- E. Excavation and filling of waste and borrow areas.
- F. Saving of topsoil.
- G. Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111) and the NPDES permit.

Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. Furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. All damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the DBT. Repairs to approved haul roads will be made in accordance with 105.13.

Perform all engineering, including any field investigation, necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas.

Ensure that all side slopes of all waste areas do not reduce horizontal sight distance as defined by the current version of the Department's *Location and Design Manual*.

Have the proposed borrow and waste areas reviewed by an environmental consultant that is pre-qualified by the Department for ecological work. Have the environmental consultant certify that the proposed borrow and waste operations will not impact the "Waters of the United States" or an isolated wetland. If consultant certification is not provided, obtain the 404/401 permits necessary to perform the operations as

proposed. Have the environmental consultant certify that the work conforms to the requirements of the permit(s). Provide all documentation submitted to obtain the appropriate permit(s) and a copy of the permit(s) to the Department's Office of Environmental Services.

If burning is permitted under the OAC-3745-19 and ORC 1503.18, submit a copy of the Ohio EPA permit and the Ohio DNR permit to the Engineer and copies of all information used to obtain the permit.

Prior to the disposal of waste materials, submit to the Department an executed copy of the Contract or permission statement from the property owner. The Contract or permission statement must indicate that the waste materials are not the property of the Department. Further, it must expressly state that the Department is not a party to the Contract or permission statement and that the Contractor and property owner will hold the Department harmless from claims that may arise from their contract or permission statement.

Restoration of all borrow or waste areas includes cleanup, shaping, replacement of topsoil, and establishment of vegetative cover by seeding and mulching according to 104.04 and Item 659. Ensure the restored area is well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case confine restoration measures to the disturbed areas above the anticipated normal water level.

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

The allowed use of Project Right-of-Way and other Department property for borrow and waste is detailed in 104.03 and 107.11.

Borrow and Waste Area shall adhere to 107.10.

The cost of work described herein is incidental to the Contract, unless included under another item of work.

105.17 Construction and Demolition Debris. OAC-3745-37, OAC-3745-400, and ORC Chapter 3714 regulates the use and disposal of construction and demolition debris. Notify the local Board of Health or the local Ohio EPA office 7 days before placing Clean Hard Fill off the Right-of-Way. Submit copies of this notification to the Engineer.

Legally dispose of debris containing wood, road metal, or plaster at a licensed construction and demolition debris site.

Under the regulations cited above the disposal of brush, trees, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter is restricted. If allowed by the Contract Documents, the Contractor may waste brush, trees, stumps, tree trimming, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter within the Right-of-Way. Otherwise, submit a plan and any required permits to legally dispose of these materials off the Right-of-Way to the Engineer. Provide all documents submitted to obtain this permit to the Engineer.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet (1.0 m) of natural soil on the top and 8 feet (2.4 m) on the side slopes. Place and compact the material according to 203.06.D to prevent future settlement and sliding.

Clean Hard Fill consisting of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile or stone that is free of all steel as per 703.16 shall be managed in one or more of the following ways:

- A. Recycled into a usable construction material.
- B. Disposed in licensed construction and demolition debris facility.
- C. Used in legitimate fill operations on the site of generation according to 105.16.
- D. Used in legitimate fill operations on a site other than the site of generation to bring a site up to grade.

A Beneficial Reuse Certification form needs to be properly executed by the Recipient prior to any material leaving the project.

105.18 Acceptance. The Department will accept Work according to 109.12 or completed sections of the Project according to 109.11.

105.19 Value Engineering Change Proposals. Unless otherwise noted in the Contract Documents, Value Engineering Change Proposals are not permitted on this project.

106 CONTROL OF MATERIAL

106.01 Source of Supply and Quality Requirements. Notify the Engineer of the proposed sources of supply before the delivery of materials. Submit material information to the Department per Supplement 1136. The Engineer may approve materials at the source of supply before delivery. If the proposed sources of supply cannot produce the specified material, then furnish materials from alternate sources without adjustment to the Contract Price or Completion Date.

106.02 Samples, Tests, and Cited Specifications. The Engineer will inspect and determine whether the materials comply with the specified requirements before they are incorporated into the Work. The Department may sample and test materials or require certifications. Unless specified, the Department will pay for and test materials according to AASHTO, ASTM, or the methods on file in the office of the Engineer. A qualified representative of the Department will take test samples according to Departmental procedures. Read any reference to other specifications or testing methods to mean the version in effect at the pertinent Project Advertisement date. All materials being used are subject to inspection, test, or rejection at any time before their incorporation into the Work. The Department will furnish copies of the tests to the Contractor's representative upon request. Furnish the required samples and specified material certifications at no expense to the Department other than provided in 109.03.

Equip all transports and distributors hauling asphalt material with an approved submerged asphalt material sampling device.

106.03 Small Quantities and Materials for Temporary Application. The Engineer may accept small quantities and materials for temporary application that are not intended for permanent incorporation in the Work. The

Engineer may accept these small quantities and materials for temporary application in either of the following cases:

- A. Where similar materials from the same source have recently been approved.
- B. Where the materials, in the judgment of the Engineer, will serve the intended purpose.

106.04 Plant Sampling and Testing Plan. The Engineer may undertake the inspection of materials at the source.

In the event plant sampling and testing is undertaken, the Contractor and its material provider shall meet the following conditions:

- A. Cooperate and assist the Engineer with the inspection of materials. Provide full entry to the Engineer at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished. Agree to all documentation and inspection requirements of the DSR plant sampling and testing plan.
- B. If required by the Engineer, arrange for the inspector to use an approved building on site. The building should be located near the plant and independent of any building used by the material producer.
- C. Maintain and provide adequate safety measures at the plant at all times.

The Department reserves the right to retest all materials that have been tested and accepted at the source of supply before their incorporation into the Work. After the approved materials have been delivered to the site, the Department may reject all materials that when retested do not meet the requirements of the Contract Documents.

106.05 Storage of Materials. Properly store all materials to ensure the preservation of their quality and fitness for the Work. The Engineer may re-inspect stored materials before their incorporation into the Work, even though they were approved before storage. Locate stored materials to facilitate their prompt inspection. The Contractor may use approved portions of the Project Right-of-Way for storage; however, if any additional space is required, the Contractor must provide it at the Contractor's expense. Do not use private property for storage purposes without written permission from the owner or lessee. If requested by the Engineer, furnish copies of the written permission. Restore all storage sites to their original condition at no expense to the Department. The Contractor and property owner will hold the Department harmless from claims that may arise from their contract or permission statement. This subsection does not apply to the stripping and storing of topsoil, or to other materials salvaged from the Work.

Areas used to Store Materials shall conform to 107.10.

106.06 Handling Materials. Handle all materials in such manner as to preserve their quality and fitness for the Work. Transport aggregates from the storage site to the project site in vehicles constructed to prevent loss or segregation of materials after loading and measuring. Ensure that there are no inconsistencies in the quantities of materials loaded for delivery and the quantities actually received at the place of operations.

106.07 Unacceptable Materials. Unacceptable materials are all materials not conforming to the requirements of these Specifications at the time they are used. Immediately remove all unacceptable materials from the project site unless otherwise instructed by the DCE. The DCE will determine if unacceptance materials may remain conforming to Supplement 1102. The DCE must approve the use of previously identified

unacceptable materials that have been corrected or repaired. If the Contractor fails to comply immediately with any order of the DCE made under the provisions of this subsection, the DCE will have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

106.08 Department-Furnished Material. Furnish all materials required to complete the Work, except when otherwise provided in the Proposal.

The Department will deliver the Department-furnished materials to the Contractor at the points specified in the Contract Documents.

Include the cost of handling and placing of all Department-furnished materials in the contract price for the contract item for which they are used.

The Department will hold the Contractor responsible for all material upon delivery of the materials to the Project site. The Department will make deductions from any monies due the Contractor to make good any shortages and deficiencies, for any cause whatsoever, and for any damage that may occur after such delivery, and for any demurrage charges.

106.09 Steel and Iron Products Made in the United States. Furnish steel and iron products that are made in the United States according to the applicable provisions of State of Ohio laws, ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

A. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

B. Exceptions. The Director may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The Director may grant such exceptions under either of the following conditions:

1. The cost for each contract item used does not exceed one-tenth of one per cent of the total contract cost, or two thousand five hundred dollars, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project.
2. The director determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

C. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

106.10 Qualified Products List. The Department may use Qualified Product Lists (QPL) for approval of manufactured materials. The Office of Materials Management (OMM) will maintain the QPL and the standard procedure for the QPL process. Inclusion of a material onto the QPL will be determined by OMM with support from other Department offices. To be kept on the QPL, manufacturers must recertify their material according to the Department's standard procedure by January 1 of each year. When a material requires QPL acceptance, only provide materials listed on the QPL at the time of delivery of the material to the project. Provide the Engineer documentation according to the Department's standard procedure that, at the time of delivery, the material provided is on the QPL.

106.11 Maritime Transportation. On federal-aid projects, ensure that project-specific materials or equipment transported by ocean vessel are in compliance with 46 CFR 381 and the Cargo Preference Act. Transport at least 50% of any equipment or materials on privately owned United States-flag commercial vessels, if available.

106.12 Traffic Authorized Product. The Department may use Traffic Authorized Product (TAP) List for approval of products used in Intelligent Transportation Systems (ITS) or Traffic Signal Systems. The Office of Traffic Operations will maintain the TAP and the standard procedure for the TAP process. Inclusion of a product onto the TAP will be determined by Office of Traffic Operations with support from other Department offices. To be kept on the TAP, manufacturers must recertify their product according to the Department's standard procedure by February 28 of each year. When a product requires TAP acceptance, only provide products listed on the TAP at the time of delivery of the product to the project. Provide the Engineer documentation according to the Department's standard procedure that, at the time of delivery, the material provided is on the TAP.

106.13 Certified Supplier. The Department may use Certified Suppliers for approval of manufactured materials. The Office of Materials Management (OMM) will maintain the Certified Supplier list and the procedure for the Certified Supplier process. Inclusion of a material onto the Certified Supplier list will be determined by OMM with support from other Department offices. Administration of the Certified Supplier Program will be in accordance with Supplement 1139.

107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. Stay fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of authorities having any jurisdiction or authority that affect those engaged or employed on the Work, or that affect the conduct of the Work. Observe and comply with all such laws, ordinances, regulations, orders, and decrees. The DBT shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, Designer, subconsultants, employees, subcontractors, or agents.

The DBT, under Title VI of the Civil Rights Act and related statutes, agrees that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, the DBT, consultant, subconsultant, contractor, subcontractor, nor any person acting on behalf of the DBT shall, by reasons of race, religion, color, sex, national origin, disability or age, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the Work to which the employment relates.

The DBT, contractor, subcontractor, consultant, subconsultant, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, disability or age.

Comply with OAC-4123:1-3, entitled "Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction," as amended, and with the Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926 and as amended.

107.02 Permits, Licenses, and Taxes. Procure all permits and licenses; pay all charges, fees, and taxes; and provide all notices necessary and incidental to the due and lawful prosecution of the Work. It is the responsibility of the DBT to obtain any permits, bonds, or costs required by the local road or street agency for the road use.

107.03 Patented Devices, Materials, and Processes. Before employing any design, device, material, or process covered by letters of patent or copyright, provide for its use by suitable legal agreement with the patentee or owner. The DBT and the Surety shall indemnify and save harmless the State, any affected third party, or political subdivision from any and all claims for infringement of patented design, device, material, process, or any trademark or copyright, and shall indemnify the State for any costs, expenses, and damages that it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

107.04 Restoration of Surfaces Opened by Permit. The Director may grant to the municipality in which the Work is performed a reservation of rights to construct or reconstruct any utility service in the highway or street or to grant permits for same, at any time.

Any individual, firm, or corporation wishing to make an opening in the highway must secure a permit. Allow parties bearing such permits, and only those parties, to make openings in the highway. When ordered by the Engineer, make in an acceptable manner all necessary repairs due to such openings. The necessary repairs will be paid for as Extra Work, or as provided in the Contract Documents, and will be subject to the same conditions as the original Work performed.

107.05 Federal-Aid Provisions. When the United States Government pays for all or any portion of the Project's cost, the Work is subject to the inspection of the appropriate Federal agency.

Such inspections will not make the Federal Government a party to this Contract. The inspections will in no way interfere with the rights of either party to the Contract.

107.06 Sanitary Provisions. Provide and maintain sanitary accommodations in a neat condition for the use of employees and Department representatives that comply with the requirements of the State and local Boards of Health, or of other authorities having jurisdiction over the Project.

107.07 Public Convenience and Safety. At all times, ensure that the Work interferes as little as possible with the traffic. Provide for the safety and convenience of the general public and the residents along the highway and the protection of persons and property. Do not close any highways or streets unless specifically allowed by the Contract.

Any illegal drugs, drug paraphernalia, mobile drug labs or dumps, weapons or firearms found on the Project Right of Way shall be considered a potential crime scene and shall not be handled or moved. Immediately notify law enforcement and the Project Engineer.

107.08 Bridges Over Navigable Waters. Conduct all Work on navigable waters so that it does not interfere with free navigation of the waterways and that it does not alter the existing navigable depths, except as allowed by permit issued by the U.S. Coast Guard. Work within the flood plain of a navigable stream may require a permit from the U.S. Army Corps of Engineers. If an U.S. Army Corps of Engineers permit is required, provide all documentation submitted to obtain the permit(s) and a copy of the permit(s) to the Department.

107.09 Use of Explosives. When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property, including new Work. The Contractor is responsible for all damage resulting from the use of explosives.

Obtain written permission to perform in-stream blasting from the Chief of the Division of Wildlife, Ohio DNR according to ORC 1533.58. Provide the Engineer with all documentation submitted to obtain this permit and with a copy of the permit.

The Contractor agrees, warrants, and certifies that it will observe State laws and local ordinances and regulations relative to the use and storing of explosives kept on the Project site.

Perform all blasting operations according to Item 208.

107.10 Protection and Restoration of Property. The Contractor is responsible for the preservation of all public and private property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The DBT will remain responsible for all damage and injury to property until the Project is accepted under 109.12, except for portions of the Work accepted under 109.11.

If the DBT causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mail boxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving survey monuments that are affected by the Work as required by ORC 5519.05. At the beginning of the Work, verify the position of all survey monuments in the area to be improved, according to 623. If survey monuments not shown in the Contract Documents are unexpectedly encountered, then protect, reference, and preserve them in the same manner as survey monuments that are shown in the Contract Documents.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources areas in the Contract Documents. All properties to be utilized by the Contractor outside the project Work Limits must be cleared for all environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

1. Cultural Resources
 - a. Buildings, structures, objects, and sites eligible for or listed on the National Register of Historic Places
 - b. Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with ORC 2909.05 and 2927.11)

2. Ecological Resources
 - a. Wetlands
 - b. Streams
 - c. Wooded areas with trees to be removed in excess of 8 inches diameter at breast height
3. Public Lands
 - a. Lands meeting the criteria of 49 U.S.C. 303, 23 CFR 771.135: 4(f).
 - b. Lands meeting the criteria of 16 U.S.C. 4601-4, 36 CFR59.1: 6(f).
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Except for locations utilized specifically for:

1. Parking of equipment between workdays for maintenance type projects:
2. Reuse of Clean Hard Fill as described in CA-EW-20 (ODOT Beneficial Reuse Form). Prior to transferring Clean Hard Fill from the project, fully execute form CA-EW-20 and provide appropriate documentation to the Engineer as described for each reuse option.

All areas proposed to be utilized by the Contractor outside the project construction limits and not described above shall be reviewed by environmental Contractor(s) that are prequalified by the Department for each environmental resource. Exception (1.) noted above only applies to projects with "maintenance" in the project description. Have the consultant(s) certify that the proposed site to be utilized for the Contractor will not impact:

1. Cultural Resources
2. Ecological Resources
3. Public Lands
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Provide all documentation and the consultant certification to the Office of Environmental Services with a copy to the Engineer.

Should the areas proposed for use by the Contractor outside the project right of way limits contain environmental resources the Contractor is responsible to the Department for all environmental clearances and permits prior to the beginning of work.

107.11 Contractor's Use of the Project Right-of-Way or Other Department-Owned Property.

A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other Department-Owned Property. Dispose of waste material according to 105.16 and dispose of construction debris according to 105.17. In addition to the rights granted in 104.03, the Contractor's use of the Project Right-of-Way or other Department-owned property

for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

1. If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other Department-owned property, then only perform these operations in these designated locations.
2. If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other Department-owned property, then do not Bid assuming that the Department will make such locations available.

If the Contractor's request to use locations within the Project Right-of-Way or on other Department-owned property is approved by the Engineer, then the Department may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee of \$0.50 per cubic yard.

B. Contractor's Use of Portable Plants Within the Project Right-of-Way or on Other Department-Owned Property. The Contractor's use of portable plants within the Project Right-of-Way or on other Department-owned property is limited as follows:

1. If the Contract Documents identify locations within the Project Right-of-Way or on other Department-owned property to place a portable plant, then only place a portable plant in these designated locations subject to the requirements of 107.11.C.
2. If the Contract Documents do not identify locations within the Project Right-of-Way or on other Department-owned property to place a portable plant, then do not bid assuming that the Department will make such locations available.

C. Placement of a Portable Plant within the Project Right-of-Way or on Other Department-Owned Property. To place a portable plant within the Project Right-of-Way or on other Department-owned property, comply with the following requirements:

1. Local noise ordinances.
2. Obtain any necessary EPA permits for the operation of the plant. Provide the Department with a copy of the information submitted to obtain the permit and a copy of the permit.
3. Provide the Engineer written certification that the plant will supply material only for the Project for which it was approved. Do not use the plant to supply any other project or to sell materials commercially.
4. Submit a traffic control plan to the Engineer for approval that details the anticipated truck movements and provides acceptable protection, warning, and guidance to motorists, pedestrians, and the workers.

D. Equipment Storage and Staging. The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents. Do not bid in anticipation of using any properties within the Project Right-of-Way or Department-owned property outside the Project Right-of-Way for equipment storage or staging.

E. Equipment Removal and Site Restoration. Remove all Contractor equipment and completely restore all utilized sites used as required by 104.04 before Final Acceptance as provided in 109.12.

107.12 Responsibility for Damage Claims and Liability Insurance. The Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

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

The types and minimum limits of insurance are as follows:

A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Department whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the Department.

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

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

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

Ensure that the Commercial General Liability Insurance policy names the State of Ohio, Department of Transportation, its officers, agents, and employees as additional insureds with all rights to due notices in

the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

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

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

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

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the Department. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

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

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

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

D. Professional Liability Insurance. The DBT must secure and maintain professional liability insurance as specified in 107.12 (E), for the minimum limits indicated. Policies written on a claims-made basis shall have a retroactive date which covers the period in which the design work began. The insurance

policy shall be written by an insurance company authorized to transact business in the State of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers and shall be rated A- or better by A.M. Best at the time the contract is executed by the Director.

The DBT must immediately notify the Department in writing if it, the Designer, or any of its subconsultants fails or refuses to renew its Professional Liability Insurance, or Workers' Compensation Insurance. Furthermore, the DBT must notify the Department in writing if it's, the Designer's, or any of its subconsultants' policies are canceled, lapse, terminated or modified so that the insurance does not meet the requirements set forth here-in.

The failure to comply with any of the provisions contained here-in shall be considered a breach of contract.

E. Practice Professional Liability Insurance. The Contractor providing in-house professional services shall carry Practice Professional Liability Insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate to protect against claims arising from the performance of its professional services caused by the negligent acts, errors, or omissions for which the Contractor is legally liable. The coverage shall be maintained for a minimum of 3 years after substantial completion of the project as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Contract.

When the DBT retains the Designer and subconsultants to provide professional services, the DBT shall ensure that the Designer and subconsultants maintain Practice Professional Liability Insurance in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate for a period of 3 years after substantial completion of the project, as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Contract.

Prior to the payment of the first pay estimate, the DBT shall provide the Department with one copy of the required insurance policy.

The cost of this policy will be incidental to the Work.

107.13 Reporting, Investigating, and Resolving Motorist Damage Claims. The Contractor and the Department are required to report, investigate, and resolve motorist damage claims according to 107.10 and 107.12 and as follows.

When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the District's construction office. In the event that the Department directly receives the motorist's claim, the Department shall within 3 days send the claim report to the Contractor. In the event the Contractor has not agreed to resolve the motorist claim, the District's construction office shall forward the report to the Department's Court of Claims Coordinator in the Division of Chief Legal Counsel who, as a co-insured party, may then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. If the Contractor or their insurance company does not resolve the claim in a timely manner, the Department may advise the motorist of the option of pursuing the claim through the Tort Claims Program with the Office of Risk Management in the Department of Administrative Services (claims other than

non-injury pothole claims) or in the Ohio Court of Claims (non-injury pothole claims) in accordance with ORC 2743.15.

In the event of a claim filed against the Department with the Office of Risk Management (ORM) or a lawsuit filed against the Department in the Ohio Court of Claims by the motorist, the Department, as co-insured party, may request the Contractor's insurance company to defend this claim or lawsuit and hold the Department harmless according to 107.12.

If the ORM claim or Court of Claims lawsuit claim amount is \$10,000 or less and the Court of Claims Coordinator in the Division of Chief Legal Counsel determines that the Contractor is responsible for the claimed damages then the Department's Court of Claims Coordinator in the Division of Chief Legal Counsel may, after notifying the Contractor, determine that it would be in the best interest of the Department to settle the claim or lawsuit. Any compromise or settlement amount including court costs may be assessed to the Contractor and deducted from the project. The Engineer will notify the Contractor prior to executing the deduction. The Contractor or the Contractor's insurance company may within 14 days appeal the assessment decision of the Court of Claims Coordinator to the District Construction Engineer. The decision of the District Construction Engineer will be made within 14 days. Should the District Construction Engineer decision differ from the Court of Claims Coordinator, the District Construction Engineer will forward the decision to the District Deputy Director or Capital Program Administrator for final determination.

107.14 Opening Sections of Project to Traffic. The Engineer may order the Contractor to open a section of the Work to the safe use of traffic at any time. The Department will make an adjustment according 108.06 and 109.05 to compensate the DBT for the added costs and delay, if any, resulting from such an opening.

107.15 DBT's Responsibility for Work. Until the Final Inspector accepts the Work during the Final Inspection according to 109.12.A, the DBT is responsible for the Project and will take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance. Bear the expense of the repairs except when damage to the Work was due to unforeseeable causes beyond the control of and without the fault or negligence of the DBT. Unforeseeable causes include but are not restricted to; (a) earthquake, floods, tornados, high winds, lightning or other catastrophes proclaimed a disaster or emergency, (b) slides, (c) civil disturbances, or (d) governmental acts.

In the event that the Engineer determines that damage to completed permanent items of Work results from traffic using a substantially completed section of Roadway, the Department may compensate the DBT for repair of the damage as authorized by Change Order. Additionally, if traffic permanently damages beyond use and of the following temporary maintenance of traffic items, the Department may compensate the Contractor for replacement of the item as authorized by Change Order:

- Arrow board,
- Work zone signal, pole, or controller,
- Lighting unit or pole,
- Changeable message sign,

Work Zone Impact Attenuator,
Truck Mounted Impact Attenuator,
Digital Speed Limit Sign Assembly.

To receive compensation for the damage to permanent items of Work or temporary maintenance of traffic items named above, the DBT must first meet the following requirements.

- A. Notify the Engineer of each occurrence of damage in writing within 10 Calendar Days.
- B. Contact the local law enforcement agency to determine if the accident was investigated and a report filed. If an accident report was filed, obtain the report and notify the motorist, and copy their insurance company, via certified mail informing both that the motorist is responsible for the cost of damage repairs. If the motorist does not respond within 30 days, make a second attempt to contact the motorist and copy the insurance company via certified mail.
- C. If no response is received from the motorist or insurance company within 30 days of the motorist receipt of the second notice, send a letter to the Engineer within eighteen months of the event and include documentation of good faith effort to seek recovery from responsible parties.
- D. The Department will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from the repair or replacement of damaged Work.

If there is no accident report on file and no means of identifying the responsible motorist, the Contractor may likewise be compensated to repair the damaged Work.

In case of suspension of Work by the DBT or under the provisions of 105.01, the Contractor is responsible for the Project and shall take necessary precautions to prevent damage to the Project; provide for normal drainage; and erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of Work, properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Engineer may direct the Contractor to remove graffiti any time during the Work. The Department will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from all ordered graffiti removal.

107.16 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, cable, telephone, and power companies, or are adjacent to other property, and any damage to their property may result in considerable expense, loss, or inconvenience, do not commence with the operation until all arrangements necessary for the protection of the property have been made.

Cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations to ensure these operations progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event interruption to underground or overhead utility services results from an accidental breakage or from being exposed or unsupported, immediately alert the occupants of nearby premises as to any emergency that the accidental breakage may create at or near such premises. Then notify the Engineer and the owner or operator of the utility facility of the disruption and cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, perform the repair work continuously until the service is restored unless the repair work is performed by the local governmental authority. Do not begin Work around fire hydrants until the local fire authority approves provisions for continued service.

107.17 Furnishing Right-of-Way. The Department is responsible for securing all necessary Right-of-Way in advance of construction. The Bid Documents will indicate any exceptions. The Department will notify all prospective Bidders in writing before the date scheduled for receipt of Bids regarding the specific dates certain parcels will be made available to the DBT.

Where proposed work is beyond existing right-of-way limits, the Contractor shall not commence any construction work outside of the right-of-way until notified by the Department that the needed additional right-of-way has been acquired and is otherwise available for construction work.

107.18 No Waiver of Legal Rights. The following Department actions do not waive the Department's rights or powers under the Contract, or any right to damages herein provided:

- A. Inspection by the Engineer or by any of Engineer's duly authorized representatives.
- B. Review of Design Documents by the Project Manager, Engineer, or any of the Department's duly authorized representatives.
- C. Any order, measurements, or certificate by the Director, or Department representatives.
- D. Any order by the Director or Department representatives for the payments of money or the withholding of money.
- E. Acceptance of any Work.
- F. Any extension of time.
- G. Any possession taken by the State or its duly authorized representatives.

The Department will not consider any waiver of a breach of this Contract to be a waiver of any other subsequent breach.

107.19 Environmental Protection. Comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter.

By execution of this contract, the DBT, will be deemed to have stipulated as follows:

- A. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR

15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

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

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

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

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided:

A. The causeway complies with the requirements of the 404 Permit the Department obtained for the Project.

B. The DBT obtains a 404 Permit from the U.S. Army Corps of Engineers if the Department has not obtained such a permit. Obtain the 404 Permit prior to beginning construction of the causeway. The Department does not guarantee that the DBT will be able to obtain a 404 Permit.

Comply with all current provisions of the Ohio Water Pollution Control Act (OWPCA), (ORC Chapter 6111). The Department will obtain a storm water permit under the OWPCA provisions when the plan work acreage requires a permit. Apply for a permit to cover operations outside the Project limits shown on the plans as required by the OWPCA provisions. When the Department has not applied for a permit on the Project and a permit is required under the provisions of the OWPCA because of the total area of the Contractor's work, apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The Department has obtained the required permits from the U.S. Army Corps of Engineers and Ohio EPA for Work in the "Waters of the United States" and isolated wetlands under ORC Chapter 6111. Comply with the requirements of these permits.

When equipment is working next to a stream, lake, pond, or reservoir, appropriate spill response equipment is required. Do not stockpile fine material next to a stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does fall into the stream as soon as possible.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

Contain, collect, characterize and legally dispose of all liquid waste and sludge generated during the work. Do not mix wastes with storm water. Do not discharge any liquid waste without the appropriate regulatory permits. Manage liquid waste and sludge in accordance with ORC Chapter 6111 and all other

laws, regulations, permits and local ordinances relating to this waste. Liquid waste management is incidental to the Work unless otherwise specified in the contract.

Control the fugitive dust generated by the Work according to OAC-3745-17-07(B), OAC-3745-17-08, OAC-3745-15-07, and OAC-3745-17-03 and local ordinances and regulations. Prior to the initiation of abrasive coating removal, pavement cutting or any other construction operation that generates dust, demonstrate to the Engineer that construction related dust will be controlled with appropriate Reasonable Available Control Measures (RACM) as described in OEPA Engineering Guide #57 (<http://epa.ohio.gov/dapc/engineer/eguides.aspx>).

In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for Item 616.

Perform open burning according to 105.16.

107.20 Civil Rights. Comply with Federal, State, and local laws, rules, and regulations that prohibit unlawful employment practices including that of discrimination because of race, religion, color, sex, national origin, disability or age and that define actions required for Affirmative Action and Disadvantaged Business Enterprise (DBE) programs.

107.21 Prompt Payment. In accordance with ORC 4113.61, make payment to each consultant, 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, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the consultant, subcontractor or supplier. Contractors are prohibited from holding retainage from subcontractors that can provide a bond. For unbonded subcontractors and suppliers, promptly release any retainage held, as set forth in any subcontractor or supplier agreement, 30 days after the work is satisfactorily completed. For the purposes of this section, satisfactorily completed will be interpreted as when the subcontractor has completed all physical work and submitted any necessary documentation required by the specifications and the Department. No subcontract provision shall permit the Contractor to delay subcontractor's or consultant retainage payments until the Project's final payment.

Also require that this contractual obligation be placed in all consultants, subconsultants, subcontractor and supplier contracts that it enters into and further require that all consultants, subconsultants subcontractor and suppliers place the same payment obligation in each of their lower tier contracts. If the DBT, contractor, subcontractors, consultant, subconsultant or supplier subject to this provision fail to comply with the 10 Calendar Day requirement, the offending party shall pay, in addition to the payment due, interest in the amount of 18 percent per annum of the payment due, beginning on the eleventh Calendar Day following the receipt of payment from the Department and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay consultants, subcontractors or suppliers timely pursuant to this subsection will result in a finding by the Department that the Contractor is in breach of Contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely pursuant to this subsection will result in a lower evaluation score for the Contractor and those subcontractors who are subject to evaluation by the Department.

107.22 Unmanned Aircraft Systems. If the project requires or anticipates the use of Unmanned Aircraft Systems within ODOT Right of Way, the Contractor will follow proper risk assessment and federal regulations in accordance with Supplement 1132.

108 PROSECUTION AND PROGRESS

108.01 Subletting of the Contract. Perform Work amounting to not less than 50 percent of the Contract Price with its own organization, unless otherwise approved by the Director. The phrase “its own organization” includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement acceptable to the Department, and equipment owned or rented with or without operators by the Contractor. The phrase does not include employees or equipment of a Designer, subconsultant, subcontractor, assignee, or agent of the Contractor. Obtain the Director’s written consent to subcontract, subconsult, sublet, sell, transfer, assign, or otherwise relinquish rights, title, or interest in the Work. Provide the Director with a copy of all Disadvantaged Business Enterprise subcontracts.

The Contractor’s percentage of the total Contract Price includes the cost of materials and manufactured products purchased by the Contractor, but not the cost of materials and manufactured products purchased by subcontractors.

The Director will calculate the DBT’s percentage based on the quantities shown in the Proposal and the unit prices of the contract items to be performed by the DBT’s organization. If the DBT performs only a portion of a contract item, then the Director will determine the proportional value administratively on the same basis. The Director will follow this procedure even when the part not subcontracted consists only of the procurement of materials. However, if a firm both sells the materials to the Contractor and performs the Work of incorporating the materials into the Project, then the Department will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the Department may refuse approval. An affiliate is one who has some common ownership or other close relation to said firm.

Use actual subcontract and subconsult prices for calculating compliance with any Disadvantaged Business Enterprise (DBE) percentage subcontracting and subconsulting obligations. If only a part of a contract item is sublet, then determine its proportional value administratively on the same basis. The Director will follow this procedure even when the part not sublet consists only of procuring materials. However, if a firm both sells the materials to the Contractor and performs the work of incorporating the materials into the Project, then the Department will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the Department may refuse approval.

108.02 Partnering. It is the intent of the Department to partner every project. The purpose of Partnering is to develop a proactive effort and spirit of trust, respect, and cooperation among all stakeholders in a project. Partnering does not affect the terms and conditions of the Contract. The Partnering process in this section is Self-facilitated Partnering performed by the Project personnel. Costs associated with the Self-facilitated Partnering process are incidental to the Contract.

A. Pre-design and Preconstruction Meeting. Meet with the Engineer and the Project Manager for a Pre-design Meeting prior to commencing design work. The DBT shall furnish a Progress Schedule for the design process, as specified, and a list of all sub-consultants and other firms involved in the design process. At or before the Pre-design meeting, furnish a list of proposed subconsultants and the anticipated design work to be performed.

Meet with the Engineer for a Preconstruction Meeting before beginning the construction portion of the Work. At or before the meeting, submit the initial progress schedule to the DCE. Prepare the schedule according to the contract requirements.

At or before the Preconstruction meeting, furnish a list of proposed remaining subcontractors and material suppliers. If the Contractor fails to provide the required submissions at or before at the Pre-design or the Preconstruction Meeting, the Engineer may order the meeting suspended until they are furnished. Do not begin the Work until the meeting is reconvened and concluded or the Engineer gives specific written permission to proceed.

B. Initial Partnering Session. In conjunction with the Engineer, determine whether the Initial Partnering Session will be conducted as part of the Preconstruction Meeting, Predesign Meeting or as a separate meeting. Partnering shall have its own agenda with specific time set aside to develop the necessary partnering protocols. Develop the Partnering agenda with the Engineer.

Identify and invite all stakeholders necessary to make the Project successful including utility companies, other transportation entities (i.e., railroads), community leaders, all Project participants including subcontractors.

During the Initial Partnering Session, consider developing Partnering teams consisting of Department's, Contractor's, and Designer's senior personnel and Project personnel. Consider the following items for discussion:

1. Identifying and developing a consensus on project goals consistent with the contractual obligations, including specific goals concerning safety, quality, schedule, and budget.
2. Deciding how the teams will measure progress on Project goals.
3. Identifying any potential risks to the Project's success, mitigation strategies and an implementation plan for the appropriate strategies.
4. Defining key issues, project concerns, joint expectations, roles of key partnership leaders, lines of decision making authority, and share relevant information to help determine the scope of the Partnering efforts.
5. Identifying any opportunities for project enhancement, enhancement strategies and a specific action plan for implementing strategies.
6. Developing a communication protocol to enhance communication on the Project
7. Developing an issue identification and resolution process that identifies and attempts to resolve issues at the level closest to the work. The issue identification and resolution process will develop all the necessary steps for issue elevation including Notice and Mitigation defined in 108.02.F and the Dispute Resolution and Administrative Claims Process defined in 108.02.G.

8. On-line surveys of Project participants may be used to evaluate Project goals and help identify issues either before or immediately after the Initial Partnering Session. The on-line survey is located on the Division of Construction Management's Partnering website:

<https://www.transportation.ohio.gov/working/construction/construction-admin/partnering>

C. Progress Meetings and Design Progress Meetings. Hold monthly Design Progress meetings unless the frequency is otherwise determined at the Pre-design Meeting. Coordinate with the Project Manager to determine agenda topics prior to each meeting. The purpose of Design Progress Meetings is to keep open communication between the Designer and the Project Manager to discuss anticipated design approaches, anticipated submissions, and status of design submissions being reviewed by the Department. The senior DBT personnel are encouraged to participate in all Design Progress Meetings.

Hold monthly Progress Meetings unless the frequency is otherwise determined at the Preconstruction Meeting. Coordinate with the Engineer to determine agenda topics prior to each meeting. The purpose of Progress Meetings is to keep open communication between the Contractor and the Engineer. The senior DBT personnel team are encouraged to participate in all Progress Meetings. Include Partnering as an agenda item at the Progress Meetings.

D. Post-milestone Meeting. In conjunction with the Engineer, determine whether the Post-milestone Meeting will be conducted as part of the Progress Meeting or as a separate meeting for multi-year, multi-phase, or projects with critical items of work or milestone dates. Consider discussing and updating items from the Initial Partnering Session in addition to items specific to the Project. All stakeholders should be invited to attend.

E. Partnering Monitoring. Monitor the progress of the Partnering relationship based on the goals decided during the Initial Partnering Session. Online surveys of Project participants may be used to monitor progress on Project goals and help identify issues as they arise. The on-line surveys are consistent with the Department's Partnering Project Rating Form which is located on the Division of Construction Management's Partnering website:

<https://www.transportation.ohio.gov/working/construction/construction-admin/partnering>

F. Mitigation and Notice. Mitigation of any issue, whether caused by the Department, DBT, third-party or an intervening event, is a shared contract and legal requirement. Mitigation efforts include, but are not limited to, re-sequencing Work activities, acceleration, differing design concepts, and substitution of materials. The DBT and Engineer must explore and discuss potential mitigation efforts in a timely manner. Mitigation efforts which materially change the Work, are clearly attributable to the dispute, and are performed to mitigate an excusable compensable delay is compensable to the extent as determined by the Engineer.

1. **DBT Initial Oral Notification.** Provide immediate oral notification to the Engineer upon discovering a circumstance that may require a revision to the Contract Documents or may result in a dispute. Upon notification, the Engineer will attempt to resolve the identified issue as quickly as possible.

2. **DBT Written Early Notice.** If the Engineer has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the Engineer of any circumstance

that may require a revision to the Contract Documents or may result in a dispute. This early notice must be given by the end of the second working day following the occurrence of the circumstance.

The Engineer and DBT shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records will begin when early notice is received by the Engineer. Tracking such information is not an acknowledgement that the Department accepts responsibility for payment for this disputed work.

If an issue is not resolved through the initial mitigation efforts, either abandon or escalate to the Dispute and Administrative Claims Process defined in 108.02.G.

G. Dispute Resolution and Administrative Claims Process. Whenever an issue is elevated to a dispute, the parties shall exhaust the Department's Dispute Resolution and Administrative Claim process set forth below as a condition precedent to filing an action in the Ohio Court of Claims. The following procedures do not otherwise compromise the Contractor's right to seek relief in any Ohio Court with legal jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact Department personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. Department personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined below or to request an extension will terminate further review of the dispute and serve as a waiver of the DBT's right to file a claim. Failure by the Department to meet the timeframes outlined in this section will be a de facto equivalent time extension to the Contractor for the subsequent Dispute Resolution and Administrative Claims process step.

Disputes and claims by the Designer, subconsultants, subcontractors and suppliers may be pursued by the DBT on behalf of consultants, subconsultants, subcontractors or suppliers. Disputes and claims by the Designer, subconsultants, subcontractors and suppliers against the Department but not supported by the DBT will not be reviewed by the Department. Disputes and claims of the Designer, subconsultants, subcontractors, and suppliers against the DBT will not be reviewed by the Department.

Continue with all Work during the Dispute Resolution and Administrative Claims process, including that which is in dispute. The Department will continue to pay for Work.

The Department will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D if the DBT did not give notice as specified in 108.02.F.1 and 108.02.F.2. This provision does not apply to adjustments provided in Table 104.02-2.

1. Step 1 (Project Level Determination). The Engineer will meet with the DBT's superintendent within two (2) working days of receipt of the DBT 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. The Engineer will issue a written Step 1 decision within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

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). Disputes centering primarily on design related issues may include the District Design Engineer.

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. Within fourteen (14) calendar days of submitting the request for a Step 2 meeting, electronically submit the Dispute Documentation to the DCE as follows:

- a) Identify the Dispute on a cover page by county, project number, DBT name, consultants, subconsultants, subcontractor or supplier if involved in the dispute, and the dispute number.
- b) Clearly identify each item for which additional compensation and/or time is requested.
- c) Provide a detailed 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 requested.
- f) Include supporting documents for the requested compensation stated above.
- g) Provide a detailed schedule analysis for any dispute involving additional contract time, actual or constructive acceleration, or delay damages. At a minimum, this schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the DBT's request.
- h) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the DBT's Dispute Documentation, the Engineer will provide the DBT with all documentation it intends to rely on at the DDRC meeting to rebut the DBT's dispute.

After allowing at least fourteen (14) calendar days for the DBT to review the Engineer's Dispute Documentation, the DDRC will conduct the Step 2 meeting with DBT personnel who are authorized to resolve the dispute. The DDRC will issue a written Step 2 decision to the DBT and the Dispute Resolution Coordinator within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 3.

3. Step 3 (Director's Claims Board Hearing or Alternative Dispute Resolution). Submit a written Notice of Intent to File a Claim to the Dispute Resolution Coordinator in the Division of Construction Management within fourteen (14) calendar days of receipt of the Step 2 decision. The dispute becomes a claim when the Dispute Resolution Coordinator receives the Notice of Intent to File a Claim. Include the DBT's request for either: 1) a Director's Claim Board hearing on the claim or 2) Alternative Dispute Resolution (ADR).

a) Director's Claims Board Hearing. The Director's Claims Board (the "Board") will consist of the Deputy Director of the Division of Construction Management, Deputy Director of Engineering and a

District Capital Program Administrator from a district not involved in the claim, or their designees. A representative from the Division of Chief Legal Counsel and Division of Opportunity, Diversity, and Inclusion may be present to observe the hearing. The Director or designee will be responsible for deciding claims.

(1) Electronically submit the Claim Documentation to the Dispute Resolution Coordinator within thirty (30) calendar days of receipt of the Notice of Intent to File a Claim. This timeframe may be extended with approval of the Dispute Resolution Coordinator.

In addition to the documentation submitted at Step 2:

(a) Enhance the narrative 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.

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

“I, (Name and Title of an Officer of the DBT) 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 (DBT Company name) believes the Department is liable.”

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the Dispute Resolution Coordinator 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 108.02.G.4. The Dispute Resolution Coordinator will forward one (1) complete copy of this documentation to the District.

(2) Within thirty (30) calendar days of the District’s receipt of the DBT’s Claim Documentation, the District will submit six (6) complete copies of its Claim Documentation to the Dispute Resolution Coordinator. This timeframe may be extended with approval from the Dispute Resolution Coordinator. At a minimum, the District’s Claim Documentation should include:

(a) An overview of the project

(b) 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

(c) The dates of the disputed work and the date of early notice

(d) 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

(e) Response to each argument set forth by the DBT

(f) Any counterclaims, accompanied by supporting documentation, the District wishes to assert

(g) The status of the negotiations of the Claim that have occurred to-date, including the amount of any offers and counteroffers made by the parties

(h) Copies of relevant correspondence and other pertinent documents

(3) Within fourteen (14) calendar days of receipt of the District's Claim Documentation, the Dispute Resolution Coordinator will forward one (1) complete copy to the DBT and will schedule a hearing on the dispute.

Once a hearing date has been established, both the DBT and District shall provide the Dispute Resolution Coordinator with a list of names of persons who may be presenting information at the hearing. Unless otherwise permitted by the Board, the exchange of documentation and all disclosures specified in this step of the process shall be completed at least fourteen (14) calendar days prior to the hearing.

Upon request or at the Board's discretion, the Board may delay the hearing to allow more time for preparation and review, or to fulfill requests for more documentation.

The Board will hear the entire claim on behalf of the Director. The Board may have its own technical advisors at the hearing for consultation and assistance in reviewing the claim. The DBT and District will each be allowed adequate time to present their respective positions before the Board. The DBT and District will also each be allowed adequate time for rebuttal, limited to the scope of the opposing party's presentation. The Board may suspend any portion of a presentation or rebuttal it deems to be argumentative, repetitive, or irrelevant to the claim. The DBT's position will be presented by one or more of the DBT's employees who are thoroughly knowledgeable of the claim. The DBT may have legal counsel present during the hearing to observe or for private consultation but shall not present on behalf of the DBT. Similarly, the District's position will be presented by one or more District representatives who are thoroughly knowledgeable of the claim.

The Board may, on its own initiative, request information in addition to that submitted for the hearing. If the DBT fails to reasonably comply with such request, the Board may render its decision without such information.

Upon completion of the hearing and following consideration of any additional information submitted upon request, the Board will submit a written recommendation on the disposition of the claim to the Director. The Director or designee will ratify, modify, or reject the recommendation of the Board and render a decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Board's decision, either accept or reject the decision in writing. In the event the DBT fails to do so, the Board may revoke any offers of settlement contained in the decision.

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

b) Alternative Dispute Resolution (ADR). In lieu of the Director's Claim Board hearing, the parties may opt to proceed through an Alternative Dispute Resolution (ADR) Process. The parties will then choose either arbitration or mediation in the manner in which those methods are practiced by the Department and allowed by law.

The Dispute Resolution Coordinator will coordinate the agreement of the parties to the ADR 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 between the Department and the DBT. The Dispute Resolution Coordinator will obtain a written agreement, signed by both parties, that establishes the ADR process.

The neutral third-party or technical expert will have complete control of the claim upon execution of the ADR agreement.

Prior to any ADR meeting, certify the claim in writing and under oath using the following certification:

“I, (Name and Title of an Officer of the DBT) 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 (DBT Company name) believes the Department is liable.”

4. Interest on Claims. The Department will pay interest in accordance with ORC Section 5703.47 on any amount ultimately found due on a claim which is not paid within 30 days of the Dispute Resolution 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.

H. Post Construction Meeting. The District will conduct a Post Construction Meeting with the DBT prior to the project finalization. The District will invite the design agency and any other stakeholders deem necessary including utility companies, other transportation entities (i.e. railroads), community leaders, all Project participants including the Designer, consultants, subconsultants, and subcontractors performing critical work to attend this meeting.

Consider the following items for discussion:

1. Project Safety.
2. How were the goals evaluated or measured?
3. How were foremen/ workers involved in the Partnering process?
4. How were the consultants, subconsultants, and subcontractors involved in the Partnering process?
5. How were relationships with key stakeholders managed?
6. Teambuilding activities or unique motivational activities.
7. Where there any alternative or innovative design approaches utilized on the Project?

I. Partnering Close-Out Survey. Complete the final Partnering evaluation to get participants' feedback and improve the Partnering process. The Partnering Close-Out Survey is located on the Division of Construction Management's Partnering website:

<https://www.transportation.ohio.gov/working/construction/construction-admin/partnering>

108.03 Prosecution and Progress. Start the Work according to 108.02. Notify the Engineer at least 24 hours before starting the Work. If the prosecution of the Work is suspended, notify the Engineer a minimum of 24 hours in advance of resuming operations.

Pursue the Work diligently and continuously as to complete the Project by the Completion Date.

A. Progress Schedule.

1. General. Furnish a bar chart progress schedule to the District Construction Engineer for review at or before the Preconstruction Meeting. The Engineer will review the schedule and within 14 calendar days of receipt, will either accept the schedule or provide the DBT with comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within 10 days of a written request by the Engineer. The Department will withhold Estimates until the Engineer accepts the schedule. The Engineer will not measure or pay for the preparation of the schedule and schedule updates directly, but the cost of preparing and updating the schedule is incidental to all Contract Items.

a. Include the following Administrative Identifier Information:

- (1) Project Number
- (2) County
- (3) Route Number
- (4) FHWA Number
- (5) PID Number
- (6) Contract Number
- (7) Date of Contract
- (8) Completion Date
- (9) DBT's Name
- (10) DBT's Dated Signature
- (11) ODOT's Dated Acceptance Signature

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

b. Activity requirements are discussed in further detail as follows:

- (1) Activity Description. Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."
- (2) Activity Original Duration. Indicate a planned duration in calendar days for each activity. Do not exceed a duration of 20 working days for any activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.

2. Early Completion Schedule. An Early Completion Schedule is defined as a baseline schedule or update schedule which anticipates completion of all work prior to the Completion Date established by the

contract documents and the DBT submits as an Early Completion Schedule. In the event that an Early Completion Schedule is accepted, the Engineer will initiate a change order amending the Completion Date to the finish date shown on the accepted Early Completion Schedule. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The DBT may elect not to execute the change order amending the Completion Date; however, in so doing, the DBT waives its rights to delay damages in meeting the projected early Completion Date.

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

4. Recovery Schedule. If the progress schedule projects a finish date for the Project more than 14 calendar days later than the Completion Date, submit a revised schedule showing a plan to finish by the Completion Date. The Department will withhold Estimates until the Engineer accepts the revised schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the DBT.

108.04 Limitation of Operations. Limit operations to prevent unnecessary inconvenience to the traveling public. If the Engineer concludes that the extent of the DBT's Work unnecessarily inconveniences the public or concludes limiting operations are necessary to protect the existing or new construction from damage, the Engineer will require the DBT to finish portions of Work in progress before starting new Work.

108.05 Character of Workers Methods and Equipment. Provide personnel with sufficient skills and experience to perform assigned tasks.

Ensure that no debarred individuals listed on the Federal website: www.epls.gov or State debarment list at the website: www.dot.state.oh.us/divisions/contractadmin/ act in any ownership, leadership, managerial, or other similar position that could influence the operations of an entity doing business with the Department.

If the Engineer gives written notification that specific contractor, consultants, subconsultants, or subcontractor personnel are improperly performing the Work, intemperate, disorderly, or creating a hostile work environment, remove the identified personnel from the Project. Do not allow removed personnel to return to the Project without the Engineer's approval.

The Engineer may suspend the Work by written notice under this subsection for the following reasons:

A. The DBT does not furnish sufficient skilled and experienced personnel to complete the Project by the Completion Date.

B. The DBT does not remove personnel from the Project as directed in writing by the Engineer.

Use equipment of sufficient size and mechanical condition to complete the Project by the Completion Date. Ensure that the equipment does not harm the roadway, adjacent property, other highways, workers, or the public.

If the Contract Documents do not prescribe the design methodologies, construction methods or equipment required to accomplish the Work, determine the design methodologies, construction methods or equipment necessary to complete the Work according to the Contract.

If the Contract Documents specify design methodologies, construction methods or equipment to perform the Work, use such methods and equipment, unless others are authorized by the Engineer. Obtain the Engineer's written approval before substituting alternate design methodology, construction methods or equipment. To obtain the Engineer's approval, submit a written description of the design methodology, construction methods or equipment proposed and an explanation of the reasons for making the change. The Engineer's approval of the substitute design methodology, construction methods and equipment does not relieve the DBT of the obligation to produce Work according to 105.03. If after trial use of the substituted design methodology, construction methods or equipment, the Engineer determines that the Work does not conform to the Contract Documents, then complete the remaining Work using the specified design methodology, construction methods or equipment. Remove all deficient Work and replace it according to the Contract Documents, or take such other corrective action as directed by the Engineer. The Engineer's authorization to substitute alternate methods or equipment will not change the basis of payment for the items involved or the Contract Time.

108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays.

A. General. The Department will only extend the Completion Date if an excusable delay, as specified in 108.06.B or 108.06.D, delays Work on the critical path shown on the accepted progress schedule and impacts the Completion Date. The critical path is defined as; the longest path of activities in the project that determines the project schedule completion date. The activities that make-up the critical path of activities are the "Critical Activities." Any extension of the Completion Date will be executed by a change order.

Mitigation of any delay, whether caused by the Department, DBT, third-party or an intervening event, is a shared contract and legal requirement. Mitigation efforts include, but are not limited to, re-sequencing work activities, redesigning efforts, acceleration, and continuation of work through an otherwise planned shutdown period. The DBT and Engineer must explore and discuss potential mitigation efforts in a timely manner.

The Department will not evaluate a request for extension of the Completion Date unless the DBT notifies the Engineer as specified in 108.02.F. Notification shall be in writing to the Engineer within 30 days following the termination of the event giving rise to the request and shall be accompanied by supporting analysis and documentation.

The Engineer will evaluate the DBT's analysis and determine the time extension due, if any. The Engineer will measure all time extensions in Calendar Days. For delays measured in Workdays, the Engineer will convert Workdays to Calendar Days by multiplying by 1.4 for a 5-day work week or less; 1.2 for a 6-day work week; and 1 for a 7-day work week; and extend the Completion Date by the resulting number of Calendar Days plus any holidays the DBT does not normally work that occur in the extension period. When the conversion of Workdays to Calendar Days results in a decimal of 0.5 or greater, the Engineer will round the number of Calendar Days to the next highest whole number. When the conversion results in a decimal less than 0.5, the Engineer will delete the decimal portion of the Calendar Days.

The Engineer will not grant an extension of time for delays incurred from December 1 to April 30 for construction work unless the Contractor's accepted progress schedule depicts work on the critical path occurring during this period.

The Engineer may order the Contractor to continue Work after November 30 and compensate the Contractor for costs incurred due to cold weather Work.

The DBT's plea that insufficient time was specified is not a valid reason for an extension of time.

The Department will relieve the DBT from associated liquidated damages, as specified in 108.07, if the Engineer extends the Completion Date under 108.06.A.

The extended Completion Date shall then have the same standing and effect as though it was the original Completion Date.

If the DBT contends that an excusable delay is also compensable, as specified in 108.06.D, submit a detailed cost analysis of the requested additional compensation along with the request for extension of Completion Date.

B. Excusable, Non-Compensable Delays. Excusable, non-compensable delays are delays that are not the DBT's or the Department's fault or responsibility. The Engineer will not grant additional payment for excusable, non-compensable delays.

The following are excusable, non-compensable delays:

1. Delays due to floods, tornadoes, lightning strikes, earthquakes, or other cataclysmic phenomena of nature.
2. Delays due to weather as specified in 108.06.C.
3. Extraordinary delays in material deliveries the DBT or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or area-wide material shortages. Delays due to the Contractor's, subcontractor's, Designer's subconsultant, or supplier's insolvency or mismanagement are not excusable.
4. Delays due to civil disturbances.
5. Delays from fires or epidemics.
6. Delays from labor strikes that are beyond the Contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of the Contractor, subcontractor, or supplier.
7. Added quantities that delay an activity on the critical path.
8. All other delays not the DBT's and Department's fault or responsibility.

C. Extension to the Completion Date for Weather or Seasonal Conditions. A weather day is defined as a workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the Engineer at the end of each month. In the event the Contractor fails to submit weather days at the end of each month the Engineer will determine the dates and number of weather days from project records.

Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor's accepted progress schedule depicts Work on the

critical path and the actual workdays lost exceeds the number of work days lost each month as determined by Table 108.06-1.

TABLE 108.06-1

Month	Number of Workdays Lost Due to Weather
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

This table applies to the duration between contract execution and original completion date. Extensions for weather days beyond the original completion date will be for the actual workdays lost each month.

Lane closures within the project, 60 days or less as indicated in the contract documents, which are impacted by weather will be extended for the actual work days lost each month. Lane closures within the project, 61 days or longer as indicated in the contract documents, which are impacted by weather will be extended when the actual work days lost exceeds the number of anticipated work days lost each month as determined by Table 108.06-1.

The Engineer will not consider weekends and holidays as lost workdays unless the DBT normally works those days or unless the Engineer directs the DBT to work those days.

Delays to the Completion Date for design work for Weather or Seasonal Conditions shall not be considered.

D. Excusable, Compensable Delays. Excusable, compensable delays are delays that are not the DBT's fault or responsibility, and are the Department's fault or responsibility or are determined by judicial proceeding to be the Department's sole responsibility or are the fault and responsibility of a local government. For the following excusable, compensable delays, the Engineer will extend the Completion Date if the conditions specified in 108.06.A are met:

1. Delays due to revised Work as specified in 104.02.B, 104.02.D, or 104.02.F.
2. Delays due to utility or railroad interference within the Project limits.
3. Delays due to an Engineer-ordered suspension as specified in 104.02.C.
4. Delays due to acts of the government or a political subdivision other than the Department.
5. Delays due to the neglect of the Department or its failure to act in a timely manner.

Compensation for excusable, compensable delays will be determined by the Engineer according to 109.05.D.

E. Non-Excusable Delays. Non-excusable delays are delays that are the DBT's fault or responsibility. All non-excusable delays are non-compensable.

F. Concurrent Delays. Concurrent delays are separate critical delays that occur at the same time. When a non-compensable delay is concurrent with a compensable delay, the DBT is entitled to additional time but not entitled to additional compensation.

108.07 Failure to Complete on Time. If the DBT fails to complete the Work by the Completion Date, then the Director, if satisfied that the DBT is making reasonable progress, and deems it in the best interest of the public, may allow the DBT to continue in control of the Work. The Department will pay the DBT for Work performed on the Project less any liquidated damages incurred.

If the Work is not completed by the Completion Date and the Director permits the DBT to remain in control, prosecute the Work at as many different places, at such times, and with such forces as the Director requests. Provide a written plan for the completion of the Work.

For each calendar day that Work remains uncompleted after the Completion Date, the Department will deduct the sum specified herein from any money due the DBT, not as a penalty, but as liquidated damages. The Director will adjust the Completion Date or other contractually mandated dates for delays specified in 108.06.B.7 and 108.06.D.

Permitting the DBT to continue and complete the Work or any part of the Work after the Completion Date, or after extensions to the Completion Date, will in no way operate as a waiver on the part of the Department of any of its rights under the Contract.

Provided the project is available for use as intended by the DBT and the Work remaining will not impact traffic, the DBT may submit a request that the Department suspend the assessment of liquidated damages for a stated period of time. For the limited purposes of assessing liquidated damages, the closing of a shoulder is not considered an impact upon traffic. Submit this request within 30 days of the assessment of the liquidated damages. In addition to the written plan required to remain in control of the Work as stated above, this request should include at a minimum the Work left to be completed, the reason(s) the Work is incomplete or on hold, as well as, methods, resources and timelines for pursuing the same. This will define diligent pursuit of the work. Once accepted, and provided both of the following criteria are met, the Department may suspend the assessment of liquidated damages:

- A. The DBT is diligently pursuing the remaining Work.
- B. Necessary items are completed and operational to provide an appropriate level of safety to the traveling public. These items include but are not limited to signs, pavement markings, guardrail, attenuators, signals and RPM's.

108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,650
Over \$50,000,000		\$3,970

108.08 Unsatisfactory Progress and Default of DBT. The Director will notify the DBT in writing of unsatisfactory progress for any of the following reasons:

- A. The DBT has not commenced the Work by the dates established in the schedule.
- B. The DBT does not proceed with the Work in a manner necessary for completion of the Project by the Completion Date.
- C. The DBT is performing the Work improperly.
- D. The DBT abandons, fails, or refuses to complete the Work.
- E. Any other reason the Director believes jeopardizes completion of the Work by the Completion Date.

If the DBT does not respond to the satisfaction of the Director, the Director may declare the Contractor in default and may notify the Contractor and Surety that the responsibility to complete the Work is transferred to the Surety. Upon receipt of this notification, the DBT's right to control and supervise the Work will immediately cease. In such a case, the Director will proceed as specified in ORC 5525.17. The defaulted Contractor will not be compensated for costs resulting from the default and is not eligible to be retained by the Surety to complete the Work. If it is determined that the Department's default of the Contractor according to 108.08 is wrongful, then the default will revert to a termination of the Contract according to 108.09.

108.09 Termination of the Contract for Convenience of the Department. The Director may terminate the Contract at any time for the convenience of the Department. The Department will compensate the DBT for design work under the provisions of the "Specifications for Consulting Services" and for construction work according to 109.04 and 109.05 for termination of the Contract for the convenience of the Department. This subsection is subject to the provisions of ORC 5525.14.

108.10 Payroll Records. Keep payroll records as specified in ORC 4115.07 or as required by Federal law. Authorized representatives of the Director may inspect the certified payroll and other payroll records. Upon completion of the Work and before receiving the final estimate and when required by ORC 4115.07, submit an affidavit stating that wages have been paid according to the minimum rates specified in the Contract Documents.

109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

109.01 Measurement of Quantities. Not including itemized work with specific unit bid prices, the pricing and payment format of this contract is Lump Sum. All Items covered in the Construction and Material Specifications, Supplemental Specifications, and Special Provision notes with unit price or Lump Sum as a basis of payment will be paid for in accordance with 109.09 under the most appropriate Lump Sum bid item, unless a unit line price item has been established. All items in the Scope of Services shall be paid for under the most appropriate Lump Sum bid item.

The DBT shall furnish the Department with a Schedule of Values showing the complete breakdown (approximate cost and approximate work) of the representative design-build Lump Sum bid items. It shall show estimated quantities of work in reasonable detail to determine testing and material reporting requirements per C&MS. The Schedule of Values shall utilize the Item Codes, Item Code unit measurements, and Item Code Descriptions as depicted in the Office of Estimating's Item Mater listing found on the Department's Office of Estimating website. Do not utilize items having a unit of measurement of Lump Sum unless approved by the Engineer. Do not utilize items noted as Design Build Projects Only. As a matter of responsibility, the DBT must include specific work items corresponding to the portions of Work subcontracted to DBE subcontractors or DBE consultants. Each DBE subcontractor and DBE consultant must have, at a minimum, one (1) identified work item within the Schedule of Values. The sum total value identified for the DBE specific work items included in the Schedule of Values must equate to the identified subcontracted value found in the C-92s. It shall be submitted and agreed with the Engineer prior to performing the representative Work. It may be (and is preferred to be) in an electronic format (i.e. Excel Spreadsheet). The Schedule of Values can be modified during the project as agreed by the Engineer. The Schedule of Values shall only be used by the Department and the DBT to determine progress payment estimates and material reporting requirements. The schedule of values shall not be used to determine compensation for Extra Work nor for Revisions to the Contract Documents as defined in 104.02.

The Lump Sum item of payment shall mean complete payment for the work described in that item.

For items in the Contract with bid unit prices, the Department will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the Department will measure quantities as described below unless otherwise specified in the Contract Documents. The accuracy of individual pay item estimate payments will be one decimal more accurate than the unit of measure denoted for the pay item.

The Department will monitor the quantities of Work and may verify invoice requests based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the Department will monitor quantities as described below unless otherwise specified in the Contract Documents.

Lump Sum. Not measured. Describes payment as reimbursement for all resources necessary to complete the Work. When a complete structure or structural unit is specified as the unit of measurement, the unit will include all necessary fittings and accessories.

Each. Measured by the number of individual items of Work completed.

Foot (Meter). Measured parallel to the longitudinal base or foundation upon which items are placed, or along the longitudinal surface of the item. Measured vertically to the nearest 0.1 foot (0.01 m), with a minimum vertical measurement of 1 foot (0.10 m), at each unit.

Square Yard or Square Foot (Square Meter). Measured by a two-dimensional area method on the surface of the item.

M Square Feet. One thousand square feet.

Cubic Yard (Cubic Meter). Measured by a three-dimensional volume method. Measure all “loose material” or material “measured in the vehicle” by the cubic yard (cubic meter). Haul material “measured in the vehicle” in approved vehicles and measure in the vehicle at the point of delivery. For this purpose, use approved vehicles of any type or size satisfactory to the Engineer, provided the vehicle’s bed is of such type that the actual contents are readily and accurately determined. Unless all approved vehicles on a job are of uniform capacity, each approved vehicle must bear a legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

Cubic Yard (Cubic Meter) for Asphalt Concrete. Measure as specified in 401.21.

Acre (Hectare). Measured by a two-dimensional area method on the surface to the nearest 0.1 acre (0.05 ha).

Pound (Kilogram). Measured by actual item net weight avoirdupois (mass).

Ton (Metric Ton). The term “ton” means the short ton consisting of 2000 pounds avoirdupois. The term “metric ton” means 1000 kilograms. Weigh all materials that are proportioned by weight on accurate and approved scales that are operated by competent, qualified personnel at locations approved by the Engineer. However, car weights will not be acceptable for materials to be passed through mixing plants. If trucks are used to haul material being paid for by weight, weigh the empty truck at least once daily and as the Engineer directs and only if the weight of the truck is used in determining the ticket weight. Place a plainly legible identification mark on each truck bearing the weight of the truck.

For Work on a tonnage basis, file with the Engineer receipted freight bills for railroad shipments and certified weight-bills when materials are received by any other method, showing the actual tonnage used. For Work on a volume basis, itemize evidence of the volume used.

Gallon (Liter). Measured by actual item liquid volume. The Department will measure the following materials by the gallon (liter) at the following temperatures:

Temperatures	Items
60 °F (16 °C)	Creosote for Priming Coat, Creosote Oil, Creosote Solutions for Timber Preservatives, Asphalt Primer for Water-proofing, and Liquefier
100 °F (38 °C)	RC, MC Asphalt Emulsions, CBAE, Primer 20, and Primer 100
300 °F (149 °C)	Asphalt Binder

Measure tank car outage of asphalt material at its destination before any material has been removed from the tank car according to Supplement 1060.

Convert the net weight of asphalt material shipments to gallons (liters) at the specified pay temperature according to Supplement 1060.

Convert the gallons (liters) at the measured temperature to gallons (liters) of asphalt material at the specified pay temperature according to Supplement 1060.

M Gallon. One thousand gallons.

Thousand Board Feet, MBF (Cubic Meter). Measure timber by MBF (cubic meter) actually incorporated in the structure. Base the measurement on nominal widths, thicknesses, and the extreme length of each piece.

Standard Manufactured Items. When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by size, unit weight, section dimensions, etc., such identification will be to nominal weights or dimensions set by the industry.

109.02 Measurement Units. The Department will measure using either English or metric units as indicated in the Contract Documents. Use the Tables 109.02-1 and 109.02-2 to convert units when required. If Tables 109.02-1 and 109.02-2 do not provide a required factor, then use the appropriate factor provided in the IEEE/ASTM SI 10.

TABLE 109.02-1 ENGLISH TO SI (METRIC) CONVERSION FACTORS

Symbol	When You Know	Multiply By	To Find	Symbol
Length				
mil	mils	25.4	micrometers	μm
in	inches	25.4	millimeters	mm
ft	feet	0.3048	meters	m
yd	yards	0.9144	meters	m
mi	miles	1.609347	kilometers	km
Area				
in ²	square inches	645.16	square millimeters	mm ²
ft ²	square feet	0.09290304	square meters	m ²
yd ²	square yards	0.8361274	square meters	m ²
ac	acres	0.4046873	hectares	ha
ac	acres	4046.873	square meters	m ²
mi ²	square miles	2.589998	square kilometers	km ²
Volume				
fl oz	fluid ounces	29.57353	milliliters	mL
gal	gallons	3.785412	liters	L
ft ³	cubic feet	0.02831685	cubic meters	m ³
yd ³	cubic yards	0.7645549	cubic meters	m ³
Mass				
oz	ounces	28.34952	grams	g
lb	pounds	0.4535924	kilograms	kg
T	2000 pounds	0.9071847	metric tons	t
Temperature				
°F	Fahrenheit	C = (F-32)/1.8	Celsius	°C
Illumination				
fc	foot-candles	10.76391	lux	lx
fl	foot-lamberts	3.426259	candelas per square meter	cd/m ²
Force and Pressure or Stress				
lbf·ft	pounds-force foot	1.355818	newton meter	N·m
lbf	pounds force	4.448222	newtons	N
lbf/ft ² (psf)	pounds force per square foot	47.88026	pascals	Pa
lbf/in ² (psi)	pounds force per square inch	0.006894757	megapascals	MPa

TABLE 109.02-2 SI (METRIC) TO ENGLISH CONVERSION FACTORS

Symbol	When You Know	Multiply By	To Find	Symbol
Length				
µm	micrometers	0.03937	mils	mil
mm	millimeters	0.03937	inches	in
m	meters	3.28084	feet	ft
m	meters	1.093613	yards	yd
km	kilometers	0.62137	miles	mi
Area				
mm ²	square millimeters	0.00155	square inches	in ²
m ²	square meters	10.76391	square feet	ft ²
m ²	square meters	1.19599	square yards	yd ²
ha	hectares	2.4710437	acres	ac
m ²	square meters	0.000247	acres	ac
km ²	square kilometers	0.3861	square miles	mi ²
Volume				
mL	milliliters	0.033814	fluid ounces	fl oz
L	liters	0.264172	gallons	gal
m ³	cubic meters	35.31466	cubic feet	ft ³
m ³	cubic meters	1.30795	cubic yard	yd ³
Mass				
g	grams	0.035274	ounces	oz
kg	kilograms	2.204622	pounds	lb
t	metric tons	1.1023114	2000 pounds	T
Temperature				
°C	Celsius	$F = 1.8C + 32$	Fahrenheit	°F
Illumination				
lx	lux	0.09290304	foot-candles	fc
cd/m ²	candelas per square meter	0.29186352	foot-lamberts	fl
Force and Pressure or Stress				
N·m	newton meters	0.7375621	pounds-foot force	lbf ft
N	newtons	0.22480892	pound force	lbf
Pa	pascals	0.02088543	pounds force per square foot	lbf/ft ² (psf)
MPa	megapascals	145.03774	pounds force per square inch	lbf/in ² (psi)

109.03 Scope of Payment. Payment of the Contract Price is full compensation for all resources necessary to complete the Contract Item and maintain the Work. Assume liability for risk, loss, damage, or expense resulting from the Work. The Contract Price and Contract Time shall only be changed by written Change Order or as determined by the Department in writing in accordance with the contract documents.

109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department. If the quantities of unit priced items vary from the quantities in the Contract, the Department will make payment at the original Contract unit prices for the agreed quantities of Work.

A. If an portion of the Work is eliminated in accordance with 104.02.E or the contract is terminated in accordance with 108.09 the Department will pay the following in addition to that provided by 104.02.D:

1. Restocking charges supported by paid invoices and an additional 5 percent markup on the compensation for overhead and profit.
2. The cost of material transferred to the Department or a local government agency in lieu of restocking or disposal. The allowed compensation is the paid invoice cost plus 15 percent markup, but no more than the unit bid price for the reference number involved.
3. Hauling costs, if not included in restocking charges, for returned material and for material delivered to the Department.

B. If the project is terminated for convenience of the Department, the Department will negotiate compensation with the DBT for actual costs incurred as a result of the termination. The Department will pay for Extra Work as stipulated in approved Extra Work Change Orders or written authorizations subject to the limitations set forth in ORC 5525.14. Such authorizations for emergencies and to avoid Project delays are in advance of an approved Extra Work Change Order and commit the Department only to the terms of the authorizations. The Department will pay for Extra Work after the approval of the subsequent Change Order.

109.05 Changes and Extra Work.

A. General. If the Department revises the Contract under: 104.02, 105.07, 105.10, 105.13, 107.10, 107.14, 107.15, 108.09, 109.06, or 109.07, the Department will pay for changes and Extra Work with a Change Order using the sequence specified in 109.05.B through 109.05.E.

In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the DBT on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

Unless otherwise stated in 109.05, the compensation provided in 109.05.B through 109.05.E constitutes payment in full for all changes and Extra Work completed by original Contract Price, agreed unit price, agreed lump sum price, and for work performed on a force account basis, including:

1. Administration.
2. Superintendence.

3. Project and field office overhead.
4. Home office overhead.
5. Use of tools and equipment for which no rental is allowed.
6. Profit.
7. Taxes other than sales tax.
8. Premiums on insurance including additional premiums for Commercial General Liability Insurance required by 107.12.B and any additional coverage carried by the DBT, consultant, subconsultant or subcontractor, excluding pollution and railroad General Liability Insurance. The Department will pay the Contractor's pollution and railroad liability insurance premiums, if required by the contract, by a separate Change Order for the cost of the premium without any markup. When the Contractors or subcontractors basic rate for General Commercial Liability Insurance required by 107.12.B is greater than 5 percent of payroll, the Department will pay directly without markup the portion of the premium in excess of 5 percent and provide copies of paid premiums.

Sales tax will not be allowed on any item for which tax exemption was obtained.

B. Negotiated Prices. Negotiated prices for changes and Extra Work shall be comparable to prices that would have resulted from a competitive bid contract. The Engineer and Contractor will negotiate agreed unit or lump sum prices using one or more of the following methods:

1. Original Contract prices for similar work but adjusted for:
 - a. increased or decreased material costs specified in 109.05.C.3.
 - b. increased or decreased labor costs specified in 109.05.C.2
 - c. increased or decreased equipment costs specified in 109.05.C.4

Adjustments of these prices for inflation or markup for subcontractor work is not allowed.

2. State-wide average unit price awarded for the item or items as listed in the Department's annual "Summary of Contracts Awarded." These prices may be adjusted for inflation using factors issued by the Office of Construction Administration. No markup for subcontractor work is allowed.
3. Average price awarded on three different projects of similar work and quantity. These prices may be adjusted for inflation using factors issued by the Office of Construction Administration. No markup for subcontractor work is allowed.
4. Prices computed by the Office of Estimating.
5. Cost analysis of labor, material, equipment, and markups as allowed in 109.05.C.
6. For the cost of compensable delays as defined in 108.06, prepare a cost analysis as allowed by 109.05.D.

Provide proposed pricing and cost justification for changes or Extra Work within 5 business days after the Department's request. The Department will respond within 5 business days after receipt of the Contractor's proposal. The Department and the Contractor can mutually agree to extend these 5-day time limits.

If the Department negotiates with the Contractor but does not agree on a price adjustment, the Engineer may direct the Contractor to perform all or part of the revised Work under force account.

C. Force Account.

1. General. The Engineer may direct the Contractor to perform the revised Work under force account. Submit a written proposal and estimated costs for the Work, including the planned equipment, materials, labor, and a work schedule.

The Department will pay the Contractor as specified in 109.05.C as full compensation for performing the force account Work. The Project and Contractor personnel will document the labor and equipment used on the force account work on a Daily Force Account Record. At the end of each Workday, the Project and Contractor personnel will compare and sign the Daily Force Account Record. The Department will make no force account payment before the Contractor submits an itemized statement of the costs for that work.

The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by the Contractor.

Provide the following content in itemized statements for all force account work:

- a. Name, classification, date, daily hours, total hours, rate, and amount for all labor.
- b. Designation, dates, daily hours, total hours of actual operation and idle time, Blue Book rate with reference or category, and amount for each unit of equipment and the applicable Blue Book hourly operating cost for each unit of equipment and invoices for all rental equipment. The designation includes the manufacturer's name or trademark, model number, and year of manufacture.
- c. Quantities of materials and prices.
- d. Transportation charges on materials, free on board (F.O.B.) at the job site.
- e. Cost of workers' compensation insurance premiums, all applicable insurance premiums, unemployment insurance contributions, and social security tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which should be expressed as a cost per hour.
- f. Documentation of the following:

(1) For surveying or design work in accordance with 109.05.C.9 provide:

Documentation for all work performed by the Designer and any subconsultants that provided services. Documentation shall consist of records of all Actual Allowable Costs broken down as direct labor charges, indirect costs (overhead), non-salary direct costs and facilities capital cost of money. In addition, the Department will pay a profit of twelve percent (12%) of the sum of direct labor costs plus overhead. The Department will not pay an additional percent markup to the DBT on these costs.

"Actual Allowable Costs" are incurred costs based on the cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (Codified at 48 CFR Part 31), the ODOT Contract Audit Circulars, the State of Ohio Travel Regulations (Ohio Administrative Code Rule 126-1-02), and the AASHTO Uniform Audit and Accounting Guide, all as amended from time to time.

(2) For all surveying, professional, or similar specialized Work not normally part of a Design-Build contract as set forth in 109.05.C.9, provide documentation showing payment to a firm hired by the DBT.

g. If materials are taken from Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, provide an affidavit and certify all of the following:

- (1) The materials were taken from the Contractor's stock.
- (2) The quantity shown was actually used for the force account work.
- (3) The price and transportation costs represent the actual cost to the Contractor.

h. Documentation showing payment to trucking firms and owner-operators. Submit documentation showing owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to 109.05.C.1.a, 109.05.C.1.b, and 109.05.C.1.e.

i. Provide "receipted invoices" for all costs substantiated by an invoice.

If only part of the expenditure represented by an invoice is applicable to force account work, or if the invoice represents expenditure for more than one item of work, clearly indicate the actual amount of expenditure applicable to each item of work.

2. Labor. The Department will pay the wages and fringe benefits currently in effect for each hour the Work is performed by all labor employed in the Work and all foremen in direct charge of the specific operation. The Department will pay an additional 38 percent markup on these wages and benefits. "Fringe benefits" are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws or by a collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the Project.

The Department will pay the actual itemized cost, without markup, of the following payroll taxes and legally required insurances:

- a. Social Security Tax.
- b. Medicare Tax.
- c. Ohio Workers' Compensation Premiums.
- d. State and Federal Unemployment Insurance.
- e. Longshore and Harborworkers' Compensation Insurance for work from a barge or ship, or unloading material from a barge or ship.

Provide itemized statements in addition to the documentation requirements for all labor including the name, classification, date, daily hours, total hours, rate, and amount. If any person is paid more than the one rate, a separate listing shall be made for that person for each rate paid. Provide itemized statements for Ohio Workers' Compensation insurance premiums, all applicable insurance premiums, State and Federal Unemployment Insurance contributions, and Social Security Tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which shall be expressed as a cost per hour.

Instead of itemizing the cost of Social Security Tax, Ohio Workers' Compensation, and State and Federal Unemployment Insurance, the Contractor may elect to receive as compensation for these payroll taxes and premiums, an amount equal to 22 percent of the paid wages. If the Contractor pays fringes directly to the worker in lieu of paying into a fringe benefit program, then the Department will treat these fringe payments as paid wages when calculating the allowed 22 percent compensation.

The Department will pay, without markup, the actual itemized cost of fees and dues paid to labor unions or to business associations when they are based on payroll hours and required by a collective bargaining agreement.

The Department will not pay for wages or benefits for personnel connected with the Contractor's forces above the classification of foreman that have only general supervisory responsibility for the force account work.

If the foreman or timekeeper is employed partly on force account work and partly on other work, the Contractor shall prorate the number of hours between the force and non-force account work according to the number of people on each task as shown on payrolls.

The Department will pay the prevailing wage and fringe rates that apply to the Project for the classifications required for Extra Work. The Contractor must provide payroll records for pay rates higher than the prevailing wages and establish that the higher than prevailing rates are paid for original Contract Work. The Department will pay for foremen and time keepers not covered by prevailing wages not more than the salaried rate they receive when engaged in original Contract Work.

The Department will pay actual costs for subsistence and travel allowances when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the Project. The Department will not pay a percent markup on these costs.

3. Materials. The Department will pay the Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer approved materials the Contractor uses in force account Work. The Department will pay an additional 15 percent markup on these costs.

Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the project is not part of the materials cost. Such equipment, when used for hauling materials, shall be listed under cost of equipment.

Provide itemized statements in addition to the documentation requirements for all equipment including the quantity and price of each material and transportation charges free on board (F.O.B.) at the job site. Attach invoices to support the quantities of materials used, unit prices paid and transportation charges. If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the Department and the Contractor will agree on a price that represents the actual cost to the Contractor. Provide an affidavit and certify all of the following:

- a. The materials were taken from the Contractor's stock.
- b. The quantity shown was actually used for the force account work.
- c. The price and transportation costs represent the actual cost to the Contractor.

Do not incorporate materials into the Work without a price agreement.

4. Construction Equipment.

a. General. The Department will pay the Contractor's costs for equipment the Engineer deems necessary to perform the force account work for the time directed by the Engineer or until the Contractor completes the force account Work, whichever happens first. The Department will pay the Contractor the established rates for equipment only during the hours that it is operated, except as otherwise allowed elsewhere in these Specifications. The Department will pay for non-operating hours at the idle equipment rate as specified in 109.05.C.4.c. Report equipment hours to the nearest 1/2 hour. The established equipment rates in these Specifications include compensation for overhead and profit except as otherwise specified.

The Department will pay for use of Contractor-owned equipment the Engineer approves for force account Work at established rates. The Department will pay the rates, as modified in 109.05.C.4.b, given in the Equipment Watch Cost Recovery (formerly Rental Rate Blue Book), by EquipmentWatch, a division of Penton Business Media, Inc.

Provide, and the Engineer will confirm, the manufacturer's ratings and manufacturer-approved modifications required to classify equipment for rental rate determination. For equipment with no direct power unit, use a unit of at least the minimum recommended manufacturer's rating.

The Department will not pay rental for small tools or equipment that show a daily rate less than \$5.00 or for unlisted equipment that has a value of less than \$400.

Tool trucks will be allowed for compensation if they are used at the force account site. Only the tools used from the tool truck will be allowed for compensation. Tools in the tool truck that are not used in the force account work will not be compensated. A tool trailer that remains at the Contractor's office or yard will not be allowed on the force account work. Tool trailers that are taken to the force account site will be allowed for compensation along with the tools used on the force account work that were taken from the trailer.

Treat traffic control devices used in Maintaining Traffic and owned by the Contractor as owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the Blue Book will be as determined by the Department.

Use Engineer approved equipment in good working condition and providing normal output or production. The Engineer may reject equipment not in good working condition or not properly sized for efficient performance of the Work.

For each piece of equipment used, whether owned or rented, provide the Engineer with the following information:

- (1) Manufacturer's name or trademark.
- (2) Equipment type.
- (3) Year of manufacture.
- (4) Model number.
- (5) Type of fuel used.
- (6) Horsepower rating.
- (7) Attachments required, together with their size or capacity.
- (8) All further information necessary to determine the proper rate.

- (9) Dates, daily hours, total hours of actual operation and idle time,
- (10) Blue Book rate with reference or category,
- (11) Amount
- (12) Applicable Blue Book hourly operating cost
- (13) Invoices for all rental equipment.

b. Hourly Owned Equipment Rates. The base rate for the machine and attachments represent the major cost of equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs. The hourly operating rate represents the major costs of equipment operation, such as fuel and oil lubrication, field repairs, tires, expendable parts, and supplies.

For all equipment used on force account work, determine, and have the Department confirm, the hourly owned equipment rates as follows:

$$\text{HOER} = [\text{RAF} \times \text{ARA} \times (\text{R} / 176)] + \text{HOC}$$

Where:

- HOER = hourly owned equipment rate
- RAF = regional adjustment factor shown in the Blue Book
- ARA = age rate adjustment factor shown in the Blue Book
- R = current Blue Book monthly rate
- HOC = estimated hourly operating cost shown in the Blue Book

However, compensation for equipment normally used on a 24 hours per day basis will not exceed the monthly rate plus adjustments and operating costs.

The rate adjustment factor assigned to any attachment will be the yearly factor as determined for the base equipment.

When multiple attachments are included with the rental equipment, only the attachment having the highest rental rate will be eligible for payment, provided that the attachment has been approved by the Engineer as being necessary to the force account Work.

When a piece of owned equipment is not listed in the Blue Book, use the rate for similar equipment found in the Blue Book or use 6 percent of the purchase price as the monthly rate (*R*) and add the hourly operating rate found in the Blue Book for similar equipment of the same horsepower.

For equipment brought to the Project exclusively for force account work and on the Project for less than a month, multiply the monthly rate (*R*) by the factor listed below:

TABLE 109.05-1

Working Hours	Factor
Less than or equal to 8.0	2.00
8.1 to 175.9	2.048 - (hours/168)
176 or greater	1.00

The term “WORKING HOURS,” as used in Table 109.05-1, includes only those hours the equipment is actually in operation performing force account work; apply the factor, as determined above, to these actual working hours only. Calculate compensation for any idle time according to 109.05.C.4.c without application of the factor.

The Department will pay as working equipment for the entire Workday equipment used intermittently during the Workday. The following criteria qualify for intermittently used equipment:

- (1) Equipment dedicated to the force account exclusively all day and not used on bid work.
- (2) Equipment works before and after the intermittent idle period and its total working time during the Workday is at least 2 hours.

Equipment that is captive to the force account work (i.e. it must remain at the force account site), but does not qualify for intermittently used owned equipment, is paid as idle equipment according to C&MS Section 109.05.C.4.c. for the time it is not working.

c. Hourly Idle Equipment Rate. For equipment that is in operational condition, on site, and necessary for force account Work, but is idle, the Department will pay an hourly idle equipment rate. The procedure to determine the hourly idle equipment rate for Contractor owned equipment is as follows:

$$\text{HIER} = \text{RAF} \times \text{ARA} \times (\text{R} / 176) \times (1/2)$$

Where:

- HIER = Hourly idle equipment rate.
- RAF = Regional adjustment factor shown in the Blue Book.
- ARA = Age rate adjustment factor shown in the Blue Book.
- R = Current Blue Book monthly rate.

If rented equipment necessary for force account work is idle, the Department will pay the Contractor for the actual invoiced rates prorated for the duration of the idle period. The actual invoiced rates must be reasonably in line with the Blue Book rates and approved by the Engineer. The Department will pay a 15 percent markup for overhead and profit for the actual invoiced rates during the idle period.

The Department will not pay idle owned equipment costs for more than 8 hours in a 24-hour day or 40 hours in a week.

The Department will not pay for inoperable equipment.

The Engineer may order specific equipment to the site up to 5 days before its planned usage. If this equipment is not used for other work, the Department will pay for it as idle equipment until used.

The Department will pay for the cost of idle owned or rented equipment when the Work was suspended for the convenience of the State. The Department will not pay the cost of idle equipment when the Work was suspended by the Contractor for the Contractor’s own reasons.

The Department will only pay for the number of Calendar Days during the existence of the suspension. The Department will not compensate the Contractor for days that the Engineer determined were lost to weather.

The Department will only pay for equipment physically located at the Project site that was received to prosecute the scheduled work during the delay.

Compensation for idle equipment will stop at the completion of the force account Work or at the end of the suspension of Work.

d. Rented Equipment. The Department will pay a 15 percent markup for overhead and profit for all rented equipment, its corresponding Blue Book hourly operating costs, and State and Local sales taxes.

(1) Equipment Rented Solely for Force Account Work. If the Contractor rents or leases equipment from a third party exclusively for force account Work, the Department will pay the actual invoiced amount. The actual invoiced rates must be reasonably in line with the Blue Book and approved by the Engineer. The Department will pay a 15 percent markup for overhead and profit for all rented equipment paid for by the actual invoices. Add the Blue Book hourly operating cost to the marked up actual invoiced rates.

(2) Equipment Rented for Original Contract Work, but Used for Force Account Work. If the Contractor uses rented equipment currently on the Project for original Contract Work to perform force account Work, then determine the hourly outside-rented equipment rate as follows:

$$\text{HRER} = (\text{HRI} \times 115\%) + \text{HOC}$$

Where:

HRER = hourly rented equipment rate

HRI = hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work. Use a monthly invoice rate divided by 176, a weekly invoice rate divided by 40, or a daily invoice rate divided by 8.

HOC = hourly operating cost shown in the Blue Book

The Department will not compensate for rental rates that exceed the Blue Book rates unless approved in advance of the Work by the Engineer.

e. Moving of Equipment. The Department will also pay for the time required to move needed equipment to the location of the force account work and to return it to its original location. The Department will pay for loading and transportation costs instead of moving time if equipment is moved by means other than its own power. Moving time back to the original location or loading and transportation costs will not be allowed if the equipment is used at the site of the force account work on contract items or related work.

The Department will consider the actual cost of transferring the equipment to the Project and returning it to the original location as an additional expense and pay for it as specified, for equipment moved on the Project exclusively for force account work.

The Engineer will confirm the original location of the equipment before the Contractor moves and uses it for force account work.

If the equipment is transported by a common carrier, the allowance is the invoiced amount paid for the freight plus 15 percent. However, if the Contractor's forces transport the equipment, the allowable compensation will be Blue Book rate of the hauling unit and hourly Blue Book operating cost plus the driver's wages and the cost of loading and unloading the equipment calculated according to 109.05.C.2.

5. Foreman's Transportation. The Department will pay the Blue Book rate for every hour the foreman's truck is on the force account site or moving to or from the site. This rate includes equipment cost, fuel and lubricants, overhead, profit, and mobile phone or two-way radios.

6. Subcontract Work. For Work performed by an approved subcontractor, the Department will pay an amount to cover administrative costs of 8% on the first \$10,000 of work and 5% for work in excess of \$10,000 as provided in 109.05.C.2 through 109.05.C.5. No additional mark-up is allowed for work of a sub-subcontractor or trucking services employed by a subcontractor.

7. Final Adjustment to Premium for Contract Bonds. The final bond premium amount for the payment and performance bonds will be computed based on the actual final contract value. For the purpose of computing a bond premium adjustment the actual final contract value is defined as the whole sum of money, excluding any bond premium adjustment, which is passed from the Department to the Contractor as a result of the completion of the Work. If the actual final contract value is different from the original contract value, the premium shall be adjusted accordingly; either by refund of part of the original bond premium by the Contractor if the original contract value is larger than the actual final contract value; or by payment of additional bond premium by the Department if the original contract value is smaller than the actual final contract value. Additional payment by the Department or refund by the Contractor will be based on the difference between the invoiced bond premium for the original contract value and the invoiced bond premium for the actual final contract value without any markup. A final bond premium adjustment will not be made when the actual final contract value differs from the original contract value by less than \$ 40,000.00.

8. Trucking.

a. Trucking firms and owner operators not subject to prevailing wage will be paid at the invoiced cost plus 8% on the first \$10,000 of trucking and 5% for trucking in excess of \$10,000 to cover administrative costs.

b. Trucking that is subject to the prevailing wage law will be compensated according to 109.05.C.1, 109.05.C.2, 109.05.C.4, 109.05.C.6, and 109.05.C.10.

Provide documentation showing payment to trucking firms and owner-operators and owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to 109.05.C.2 and 109.05.C.4.

9. Professional and Specialized Work. Professional and specialized work will be paid for according to the following:

a. The following work, when performed by the Designer or its subconsultants, is paid as set forth in 109.05.C.1.f

- (1) Design costs
- (2) Surveying costs

b. The following work, when performed by a firm other than the Designer or its subconsultants, is paid at the reasonable and fair market invoiced cost plus a 5 percent markup. The markup is limited to \$10,000 for all the work performed by the firm.

(1) Specialized work that is not part of the Design -Build Contract Documents and is not normally subject to prevailing wage.

(2) Installation, periodic maintenance, and removal of traffic control devices under Item 614 performed by a traffic control service or rental company, provided the workers are not on the Project full-time. Maintenance of Traffic services performed by LEO.

(3) Other professional or specialized work not contemplated at the time of Bid.

Provide documentation showing payment for professional and specialized Work.

10. Payment for Force Account Work. Submit an analysis of estimated cost prepared in accordance with 109.05C for work that will be performed on a force account basis. Attach an original affidavit to the analysis stating:

“Labor rates shown are the actual rates paid for labor, unit prices for materials and rates for owned and rented equipment have been estimated on the basis they are not in excess of those charged in the area in which the work will be performed.”

The Engineer will process an Estimated Cost of Force Account (ECFA) if the amount of the force account work is likely to be greater than \$100,000 and is expected to take more than two weeks to complete. The Engineer will process an Actual Cost of Force Account (ACFA) to make any necessary adjustment between the ECFA and the final itemized costs for the force account work.

For force account work estimated to be less than \$100,000 and anticipated to require less than two weeks to perform, the Engineer will process an Actual Cost of Force Account (ACFA) at the conclusion of the work.

Submit biweekly itemized statement of costs prepared from the Daily Force Account Records to the Engineer as the work is being performed. The Engineer will process estimates as the force account work is performed. Payment will only be made upon receipt of the Contractor’s itemized statement of costs.

Upon conclusion of the work performed by an ECFA or work performed by an ACFA submit an itemized statement of the actual costs prepared from the Daily Force Account Record and utilizing the Department’s electronic template titled “Electronic Force Account.” Submit a compact disk (CD), labeled with the Contractor’s name and the project number, and a hard copy of the “Electronic Force Account.” The “Electronic Force Account” template can be downloaded from the following website:

www.dot.state.oh.us/divisions/constructionmgt/admin/pages/default.aspx

The Engineer may approve an alternative electronic template provided all calculations and printouts are equivalent to those generated by the “Electronic Force Account” template.

Attach an original affidavit to the hard copy stating:

“The name, classification, total hours worked and rates paid each person listed on the Summary of Actual Cost are substantiated by actual records of persons employed on the force account work. All unit prices for materials and rates for owned and rented equipment listed on the Summary of Actual Costs are

substantiated by actual records of materials and equipment actually used in performance of the force account work and the price of any owned equipment not previously agreed upon does not exceed prices charged for similar equipment in the area in which the work was performed.”

Daily Force Account Records signed by both the Department and Contractor will govern over other Department and Contractor records subject to the following:

- a. When the Contractor is subject to a Union Contract that requires a minimum number of paid hours, the compensation will be for the verified contract minimum hours.
- b. Material quantity disagreements will be resolved by field measurements of the installed quantities or the Engineer’s estimate of the amount of temporary or un-measurable material used. The Engineer may also review and consider the Contractor’s material invoices and material certifications to make the final determination.

In the event the Contractor declines to sign the Daily Force Account Record, the Department’s records shall govern. Any resulting dispute must be pursued in accordance with 108.02.G.

D. Delay Costs.

1. General. If the Department agrees that it has caused a delay, the Department will pay for the costs specified in 109.05.D as allowed by 108.06.D, unless these costs have been previously paid as listed in 109.05.B or 109.05.C. Such payment constitutes full compensation for any and all delay costs

The Department will make no payment for delays occurring during the period from December 1 to April 30 unless the Contractor’s approved progress schedule depicts critical Work occurring throughout this period.

The Department will not pay for delay costs until the DBT submits an itemized statement of those costs. Provide the content specified in 109.05.C.1, for the applicable items in this statement and as follows:

- a. Proof of cost of Superintendent, or other project staff salaries, wages, and payroll taxes and insurance.
- b. Proof of cost of office rent, utilities, land rent, and office supplies.
- c. Proof of escalated cost for labor and material.
- d. Proof of material storage costs.

2. Allowable Delay Costs

a. Extended Labor. Compute labor costs during delays as specified in 109.05.C.2 for all non-salaried personnel remaining on the Project as required under collective bargaining agreements or for other Engineer-approved reasons.

b. Escalated Labor. To receive payment for escalated labor costs, demonstrate that the Department-caused delay forced the Work to be performed during a period when labor costs were higher than planned at the time of Bid. Provide adequate support documentation for the costs, allowances, and benefits specified in 109.05.C.2. The Department will pay wages and fringes with a 20 percent mark-up to cover administrative costs.

c. Idle Equipment or Equipment Demobilization. The Department will pay the Contractor according to 109.05.C.4.c for idle equipment, other than small tools, that must remain on the Project during the delays. The Department will pay the Contractor’s transportation costs to remove and return equipment not required on the Project during the delays. No other equipment costs are recoverable as a result of delay.

d. Material Escalation or Material Storage. The Department will pay the Contractor for increased material costs or material storage costs due to the delay. Obtain the Engineer’s approval before storing materials due to a delay. Payment will be based upon the accepted quantity of work performed during the period for which escalated costs have been approved. The Department will pay increased material costs with an 8 percent mark-up to cover administrative costs and any material waste inherent to the Work.

e. Field Overhead. The Department will pay any Contractor or subcontractor for field overhead costs which include the cost of supervision, field office and office supplies, and utilities for which payment is not provided for in 109.05.D.2.f, during a delay period provided all of the following criteria are met:

(1) The DBT has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

(2) The delay for which payment of field overhead is sought is only due to delays defined in 108.06.D.2, 108.06.D.3, 108.06.D.5 or for delays due to revised Work as specified in 104.02.B or 104.02.F.

The Department will pay the salary and fringes plus a 5 percent markup for field personnel identified in Table 109.05-4.

TABLE 109.05-4

Original Contract Amount	Field Personnel
Up to \$5,000,000	One Superintendent
\$5,000,001 to \$50,000,000	One Superintendent, One Assistant Superintendent or One Engineer, One Clerk
Over \$50,000,000	One Superintendent, One Assistant Superintendent, One Engineer, One Clerk

Superintendent’s transportation is compensable at the same rate allowed for foreman’s transportation in Section 109.05.C.5, which includes the cost of mobile communication devices. The allowed hours are when the superintendent is at the project site.

Superintendent’s subsistence, provided this is the company’s terms of compensation to such employees, as documented by the Contractor’s written company policy or contracts with their employees.

The Contractor’s or subcontractor’s field office costs include field office trailers, tool trailers, office equipment rental, temporary toilets, and other incidental facilities and supplies. Compute these costs on a Calendar Day basis. Owned trailers are paid at the Blue Book rate. Rented trailers are paid at the

invoiced cost plus a 15 percent markup. Rented office space, toilets, and office equipment are allowed a 5 percent markup. Purchased office supplies are allowed a 5 percent markup.

Office utilities include, but are not limited to, telephone, electric, water, and natural gas. Compute these costs on a Calendar Day basis and allow a 5 percent markup.

f. Home Office Overhead. The Department will pay the Contractor for home office overhead, unabsorbed home office overhead, extended home office overhead, and all other overhead costs for which payment is not provided for in 109.05.D.2.e, including overhead costs that would otherwise be calculated using the Eichleay formula or some other apportionment formula, provided all of the following criteria are met:

(1) The Contractor has incurred an excusable, compensable delay that delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

(2) The delay for which payment of home office overhead is sought is only due to delays defined in 108.06.D.2, 108.06.D.3 and 108.06.D.5.

Any subcontractor that has approved C-92's for subcontracted work totaling \$4,000,000 or more is eligible for reimbursement of home office overhead provided the criteria set forth in 109.05.D.2.f.(1) and 109.05.D.2.f.(2) are met.

Payment will be made for every eligible day beyond the original contract completion date at the rate determined by 109.05.D.2.f.i. Payment for eligible days occurring during an unanticipated construction period will be calculated in accordance with 109.05.D.2.f.ii. Payment for eligible days occurring during an unanticipated winter period will be calculated in accordance with 109.05.D.2.f.iii.

(i) Home Office Overhead Daily Rate

Calculate the home office overhead daily rate using the following formula:

$$\text{Daily HOOP} = (A \times C)/B$$

Where:

- A = original contract amount
- B = contract duration in Calendar Days
- C = value from Table 109.05-5

TABLE 109.05-5

Original Contract Amount	C
Up to \$5,000,000	0.08
\$5,000,001 to \$25,000,000	0.06
Over \$25,000,000	0.05

Daily HOOP = home office overhead daily rate

Contract duration term, B, includes every Calendar Day from the execution of the Contract, unless otherwise specified by the Director, to the original Contract Completion Date.

When the Contractor requests home office overhead compensation for a subcontractor, use the above formula to calculate the subcontractor's Daily HOOP; however, in the subcontractor calculation, A is equal to the subcontractor's portion of the original contract amount as determined by the sum of all approved C-92's issued for the subcontracted work.

(ii) Home Office Overhead Payment for an Unanticipated Construction Period

Calculate the home office overhead payment for an unanticipated construction period occurring between May 1 and November 30 using the following formula:

$$\text{CP HOOP} = \text{Daily HOOP} \times D$$

Where:

D = sum of all excusable, compensable delays in Calendar Days minus the sum of all delays due to 108.06.D.1 and 108.06.D.4 in Calendar Days

Daily HOOP = daily home office overhead rate

CP HOOP = home office overhead payment for an unanticipated construction period occurring between May 1 and November 30

The excusable, compensable delay term, D, is the additional, unanticipated extended period for work performed between May 1 and November 30 in Calendar Days.

(iii) Home Office Overhead Payment for an Unanticipated Winter Period

Calculate the payment for home office overhead for an unanticipated winter period occurring between December 1 and April 30 using the following formula:

$$\text{WP HOOP} = \text{Daily HOOP} \times F \times D/E$$

Where:

D = sum of all excusable, compensable delays in Calendar Days minus the sum of all delays due to 108.06.D.1 and 108.06.D.4 in Calendar Days

E = sum of all excusable, compensable delays in Calendar Days plus the sum of all excusable, non-compensable delays in Calendar Days

F = 151 for a non-leap year or 152 for a leap year

Daily HOOP = daily home office overhead rate

WP HOOP = home office overhead payment for an unanticipated winter period occurring between December 1 and April 30

Payment for Home Office Overhead for an unanticipated winter period will not be made when the value of the remaining work is below the lesser of \$500,000.00 or 10 percent of the estimated final contract value.

(iv) Total Home Office Overhead Payment

Calculate the total home office overhead payment using the following formula:

$$\text{Total HOOP} = \text{CP HOOP} + \text{WP HOOP}$$

Where:

CP HOOP = home office overhead payment for an unanticipated construction period occurring between May 1 and November 30

WP HOOP = home office overhead payment for an unanticipated winter period occurring between December 1 and April 30

Total HOOP = total home office overhead payment

g. Subsistence and Travel Allowance. The Department will pay costs for subsistence and travel allowances for labor that must remain on the Project during the delays, when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the project. Overnight lodging will be reimbursed if the person is at a location greater than forty-five miles from their residence up to a maximum of \$106 per day. Meals and incidental expenses will be reimbursed up to a maximum of \$56 per day. The Department will not pay a percent markup on these costs.

E. Changes in Materials. Changes in material specifications that result in increased cost to the Contractor are compensated by lump sum adjustment to the reference number. The allowed compensation is equal to the invoice supported material cost increase plus 15 percent markup for profit and overhead.

Material cost savings resulting from a specification change shall be credited to the project by a lump sum adjustment to the reference number plus a 15 percent markup if the originally specified material has not been ordered.

If the original material was ordered before the Contractor was informed of the change, the savings markup allowed is 2.5 percent in order to exclude profit on the original bid price and pay only for incurred overhead.

109.06 Directed Acceleration. The Engineer may order the DBT to accelerate the Work to avoid delay costs or to complete the Project early. The Director and the DBT will negotiate acceleration costs.

109.07 Inefficiency. The Department will compensate the Contractor for inefficiency or loss of productivity resulting from 104.02 Revisions to the Contract Documents. Use the Measured Mile analysis comparing the productivity of work impacted by a change to the productivity of similar work performed under un-impacted conditions to prove and quantify the inefficiency.

Provide notice as per 108.02.F when inefficiency or loss of production is experienced resulting from 104.02 Revisions to the Contract Documents.

Use the following calculation for the Measured Mile analysis:

Additional Crew Hours = (Unit Productivity Unimpacted Period – Unit Productivity Impacted Period) / Unit Productivity Unimpacted Period x (Number of Units During Impacted Period/Unit Productivity Impacted Period).

109.08 Unrecoverable Costs. The DBT is not entitled to additional compensation for costs not specifically allowed or provided for in 109.05 including, but not limited to, the following:

- A. Loss of anticipated profit.
- B. Consequential damages, including loss of bonding capacity, loss of bidding opportunities, insolvency, and the effects of force account work on other projects, or business interruption.
- C. Indirect costs.

D. Attorney's fees, claim preparation expenses, and the costs of litigation.

109.09 Estimates. If satisfactory progress is being made, the Contractor shall submit monthly invoices for payment for Lump Sums items. The DBT shall estimate the current percentage completion of each Lump Sum item of Work as depicted in the approved Schedule of Values (as defined in C&MS 109.01). The estimated current percentage completed shall be reasonably justified by providing the estimated quantities of Work as agreed in the Schedule of Values. DBE specific work items shall be separately itemized and shall correspond to the DBE work item breakdown in the Schedule of Values. The Engineer shall make Estimate entries corresponding to the DBE work item breakdown.

The Department shall review each proposed current percentage completion and revise the percentage based on the Department's judgment of the percent completed or Work performed. The Department may make DBE specific work item payments if, in the Department's judgement, DBEs performed Work within the invoiced period. DBE work item payments may be made by the Department regardless of DBE invoice payment requests made by the Contractor and C&MS 107.21 shall apply. The percentage of completion accepted by the Department, multiplied by the portion of the Contract Price attributable to the invoiced Item of Work as depicted in the approved Schedule of Values, will define the gross amount of the payment due to the Contractor for that item of Work. Each payment is approximate, and all partial estimates and payments are subject to correction after payment by the Department.

The Department shall return to Contractor any invoices that are incomplete and/or incorrect in any material respect for correction and resubmission.

If satisfactory progress is being made for items of Work with bid unit prices, the Contractor will receive monthly payments equaling the Work or materials in place. The monthly payment is approximate, and all partial estimates and payments are subject to correction in the Final Estimate and payment.

Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under 109.11 or 109.12.

Any pay item deficient in material approval can be withheld for payment on an estimate for any item (lump sum or unit priced items).

Except for estimates generated during Project finalization, the Department will not pay an estimate until the DBT certifies to the Engineer that the work for which payment is being made was performed in accordance with the contract. Certification will be made on forms provided by the Department.

The Department may pay estimates twice each month if the Engineer concludes the amount of work performed is sufficient.

No estimate or payment shall be construed as acceptance of defective Work or improper materials.

The Department will not pay the adjusted final estimate until the DBT remedies all defective Work and accepted Work damaged by the Contractor's operations.

Interest will be paid in accordance with ORC 126.30 when warranted.

109.10 Payment for Delivered Materials. The Department will pay, up to 75 percent of the applicable contract item, for the invoiced cost of the delivered and approved materials before they are incorporated in the Work, if the approved materials are delivered, accepted, and properly stored on the project or stored in acceptable storage places in the vicinity of the Project.

The Department will pay for the cost of approved materials before they are incorporated in the Work when asked by the Contractor, if the Engineer determines that it is not practical to deliver the material to the Project site. This provision applies only to bulky materials that are durable in nature and represent a significant portion of the project cost, such as aggregates, steel, and precast concrete. The Department will pay for un-fabricated structural steel if the following requirements are met:

- A.** The Contractor has provided both the Engineer and the Office of Materials Management an itemized invoice from the steel mill for the steel for which reimbursement is requested
- B.** Project structural Steel design plans are complete with no forthcoming revisions. Provide DBT accepted shop drawings per 501.04.
- C.** Contractor accepted certified test data for all steel in question along with mill shipping notices have been received by the Office of Materials Management per 501.06.
- D.** The steel is properly stored to allow inspection by the Office of Materials Management. It shall also be properly set apart from other material and identified as belonging to ODOT.
- E.** The Contractor will provide the Engineer a written statement that under 106, the Contractor is responsible for the steel that has been paid for until the actual steel is erected and accepted in the field.
- F.** Payment shall only be authorized after all the aforementioned documentation has been received by the Office of Materials Management and the steel has been inspected by the Office of Materials Management to verify that all steel listed in the itemized invoice has been received by the fabricator and properly stored. The amount to be paid shall be equivalent to the itemized invoice from the steel mill, but shall not exceed 50% of the bid price for the structural steel.

The Department will not pay delivered materials on small warehouse items or for plant materials.

109.11 Partial Acceptance. Upon completion of a portion of the Work, the Contractor may request acceptance of a completed portion of the Work.

- A.** An inspection may be performed on a completed portion of the project roadway section provided:
 - 1. All safety items are in place including permanent pavement markings.
 - 2. Traffic is in its final pattern.
 - 3. A completed portion of the project constitutes a completed geographic section of the project or a direction of traffic on a divided highway.
 - 4. Is in accordance with other contract provisions.
- B.** An inspection may be performed on a completed bridge provided:
 - 1. All work on the bridge and approaches are complete, including all safety items and permanent pavement markings.
 - 2. The Contractor will not return to the bridge for any work except as allowed in 4.
 - 3. Traffic is in its final pattern.

4. Painting of structural steel is either completed or scheduled to be performed.
5. Is in accordance with other contract provisions.

The Final Inspector will grant written partial acceptance for that portion of the Work or reject the Contractor's request. Such written partial acceptance will designate what portion of the Work is accepted, the date of acceptance, and the warranty provisions started by the partial acceptance.

Partial acceptance will relieve the Contractor of maintenance responsibility for the designated portion of the Work. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the Department is entitled at law or in equity.

109.12 Final Acceptance.

A. Final Inspection. The Department will perform a Final Inspection for the sole purpose of relieving the Contractor of maintenance responsibility for the Work.

The Final Inspection shall be a limited visual review of the Work and shall only serve as the Department's verification that the Work appears substantially complete. Final Inspection does not waive any available rights or remedies of the Department, nor divest the DBT of any responsibility for compliance with the contract or liability for damages.

Notify the Engineer when the Project is complete and all of the Engineer's punch list items are complete. If the Engineer agrees the Project is complete, then within 15 business days the District Final Inspector will inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Final Inspector.
3. Substantially complete.

If the Final Inspector finds the Work substantially complete or substantially complete with punch list items, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the Department is entitled at law or in equity. The Final Inspector will issue a Final Inspection Report that will document the findings of the inspection and start any warranty period.

B. Punch List. The Final Inspector will issue to the Contractor a written punch list of work required as a condition of acceptance. For project involving multiple public agencies, the Final Inspector will receive and compile punch lists from all agencies that have authority to provide one prior to issuing the Department's punch list. The Final Inspector's punch list will stipulate a reasonable time to complete the required Work. Failure of the Contractor to complete the punch list items by the stipulated time will result in the assessment of fifty percent of the Liquidated Damages according to 108.07 for each Calendar Day for every day beyond the stipulated time the punch list work remains incomplete and beyond the revised Completion Date.

C. Finalization. The DBT shall accept the final quantities as determined by the Engineer or provide a written notice indicating the reason for disagreement within 30 Calendar Days of receiving the

Engineer's list of final quantities. The prescribed 30 Calendar Day period can be modified by mutual agreement of the DBT and the District Construction Engineer. If no notice of disagreement is received, then the final payment will be based on the Engineer's list of final quantities.

Supply all documents necessary for Project finalization within 60 Calendar Days from the date that the Work is physically complete. These documents include:

1. Delinquent material certifications.
2. Delinquent certified payrolls or required revised payrolls.
3. Wage affidavit required by ORC Chapter 4115 on projects without any Federal funding.
4. Delinquent force account records.
5. If applicable, DBE affidavits.
6. Any other document required to complete finalization of the project.

Failure to submit these acceptably completed documents will result in an administrative fee of \$100 per Calendar Day for every day that any of the required documents remain delinquent, starting 30 Calendar Days after receipt of written notification from the Engineer of a document deficiency.

D. Final Payment. Final payment is based on:

1. The agreed final quantities or as determined by the Engineer if agreement is not possible, no compensation for unauthorized work is allowed.
2. Finding of substantial completion by the Final Inspector.
3. Receipt of acceptable finalization documents.
4. Contractor's certification that the construction Work was performed in accordance with the Contract.
5. Designer's certification that the detailed design Work was designed in accordance with the Contract.
6. Receipt of all original project files and notes utilized in the preparation of the survey, design and construction of the project
7. Receipt of As-Built Construction Record Drawing Plans

E. Completion of Contract and Continuation of Contractor's Responsibility. The Contract is complete, except for items covered by the required bonds, when the Contractor receives final payment. The DCE will issue a letter confirming completion of the contract, noting any exception as provided in Items 659 and 661 and any warranty. The date the final payment is approved by the District constitutes acceptance for the purpose of ORC 5525.16. Neither Completion of the Contract nor substantial completion relieves the DBT of any responsibilities to properly perform or correct the Work or to repair damage or waives any remedies to which the Department is entitled at law or in equity.

PN 127 - 01/18/2019 - LANE VALUE CONTRACT:

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 129 - 04/17/2020 - FLEXIBLE START WINDOW CONTRACT

The Contractor has the number of calendar days designated in the Window Contract Table in which to complete all items of critical work. The Window Contract Table is located in the Plan General Notes. The Contractor may begin any time as identified in the Window Contract Table and must complete the critical work within the calendar days designated in the Window Contract Table or by the completion date listed in the proposal, whichever comes first.

Critical work is shown in the Window Contract Table.

Completion of critical work is defined as having the designated section of work 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 at their final design width with all markings, RPM's, and safety features installed, along with no restrictions within 2 feet of the edge line on the shoulders.

The Contractor must schedule the latest start date of the critical work prior to the following calculated date:

$$\text{Late Critical Work Start Date} = [\text{Work Window End Date}] - [(\text{Calendar Days to Complete}) \times 1.25]$$

If the critical work is not started by the Late Critical Work Start Date, the Contractor will be assessed a Disincentive as defined in the Window Contract Table for everyday the contractor does not start the Critical Work.

If the work is not completed within the calendar days designated in the Window Contract Table, the Contractor will be subject to disincentives as identified in the Contract Critical Work Table. If the Window

Contract Critical Work Table does not designate a disincentive value, the Contractor will be subject to the liquidated damages in accordance with the schedule set forth in C&MS 108.07.

108.06 C shall be modified to the following and shall be applicable only to the Critical Work (as defined in the Window Contract Table):

108.06 C Extension to the Completion Date for Weather or Seasonal Conditions.

A weather day for critical work is defined as a workday that weather reduced production by more than 50 percent on items of work on the critical path. Submit a request for an extension of time for a lost day due to weather with 2 days of occurrence. The Engineer will extend the Calendar Days to Complete by 1 calendar day for each lost day caused due to weather.

PN 131 - 07/16/2010 - EARLY COMPLETION SCHEDULES

The Contractor has the right to finish the project early. An Early Completion Schedule is defined as a baseline schedule or update schedule which anticipates completion of all work prior to the Completion Date established by the contract documents and the Contractor submits as an Early Completion Schedule. In the event that an Early Completion Schedule is accepted, the Engineer will not initiate a change order amending the Completion Date to the finish date shown on the accepted Early Completion Schedule. The Completion Date established by the contract documents will still be in effect and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the Completion Date. An Early Completion Schedule showing work completing in less time than the Completion Date, and accepted by the Department, will be considered to have Project Float.

PN 132 - 1/18/2019 - CRITICAL PATH METHOD PROGRESS SCHEDULE FOR DESIGN/BUILD MULTI-SEASON PROJECTS

1.1 Section Includes

- 1.2 Quality Assurance
- 1.3 Interim Baseline and Baseline Schedules
- 1.4 Monthly Progress Update Schedules
- 1.5 Buildable Unit Phase Submission Schedules
- 1.6 Revision and Delay Schedules
- 1.7 Weather Delay Schedules
- 1.8 Recovery Schedules
- 1.9 Float
- 1.10 Basis of Payment

1.2 Quality Assurance

- A. Scheduler: Contractor's personnel or Specialist Consultant specializing in CPM scheduling with five years minimum experience in scheduling construction work of complexity comparable to this

Project, and having use of computer facilities capable of delivering detailed graphic printouts and electronic files within 48 hours of request. The Contractor shall designate a Schedule Representative at the preconstruction meeting who shall be responsible for coordinating with ODOT or their Representative during the preparation and maintenance of the schedule.

- B. Contractor's Administrative Personnel: Two years minimum experience in using and monitoring CPM schedules on comparable projects.

1.3 Interim Baseline and Baseline Schedules

A. Definitions:

1. Baseline Schedule: The Baseline represents the contractor's intended/bid plan for prosecuting the work depicted in the contract documents / scope, at the time of bid. The baseline is the reference to which actual progress, delays, and/or acceleration will be compared. The baseline is intended to be a predictive tool to be used during the course of construction to plan the project.
2. Interim Baseline Schedule: The Interim Baseline Schedule represents the first 90 calendar days of the contractor's intended/bid plan for prosecuting the work depicted in the contract documents / scope, at the time of bid. The Interim Baseline Schedule acts as a short term planning and schedule monitoring tool while the full baseline schedule is being developed.

B. Schedule Levels

1. For the purposes of this specification, Schedule Levels shall be defined as follows:
 - i. Level 1 - The Project Level: includes the project name.
 - ii. Level 2 - The Work Breakdown Level: Includes each Buildable Unit or element of the project.
 - iii. Level 3 - Work Element Level: Includes high level activities for each buildable unit or element of work. Examples include: Perform Excavation, Install Footings, Install Piers, Install Structure, Place Deck, etc. Level 3 activities are not required to comply with the 20 day maximum duration requirement of this specification.
 - iv. Level 4 - The Activity Level: Further details the Level 3 activities for each buildable unit to discrete and measurable activities. Examples related to a Level 3 "Install Footing" activity would include Excavate Footing, Install Formwork, Reinforce Footing, Place Concrete, Cure Footing, and Strip Formwork. Level 4 activities shall comply with the 20 day maximum duration prescribed by this specification.

C. Interim and Full Baseline Development Overview

1. Interim and/or Full Baseline Submission
 - i. The Contractor may elect to submit an Interim Baseline depicting the first 90 calendar days of work, or a Full Baseline Schedule depicting the work for the entire project.
 - ii. The Interim and/or the Full Baseline shall include the phases as described in sections ii and iii below.
2. Design Phase
 - i. For the Interim and Full Baseline, the design phase shall be a Level 4 schedule per section 1.3.B.1.iv.
 - ii. The schedule shall include all phase submissions according to the scope of work, along with all applicable review times.

3. Construction Phase

- i. For the Interim Baseline, activities outside of the first 90 days shall show Level 2 activities, per section 1.3.B.1.ii, summarizing major elements and buildable units of work.
- ii. For the Interim and Full Baseline, any construction activities occurring within the first 90 days of the project shall be detailed to Level 4 and comply with the specifications beginning at 1.3.E.
- iii. For the Full Baseline, all construction activities occurring outside of the first 90 days and where there are no "Released for Construction (RFC) plans shall be detailed to Level 3 and comply with the specifications beginning at 1.3.E.

D. Interim and Full Baseline Workflow

1. Interim Baseline

- i. The interim baseline shall include the design phase as indicated in section 1.3.C.2 – Design Phase.
- ii. Construction Phase work shall be included as indicated in section 1.3.C.3 – Construction Phase.
- iii. Revisions to the interim baseline will not be permitted after Acceptance that affect the Activity ID's, Activity Descriptions, Relationships, or Durations.
- iv. Once "Accepted" the interim baseline shall be updated as per Section 1.4 with actual progress up to the point that the Full Baseline is "Accepted".
- v. Time impacts or weather shall be applied to the Interim Baseline as per Sections 1.6 and 1.7, once "Accepted", until after the Full Baseline is "Accepted".

2. Full Baseline

- i. The Full Baseline Schedule shall be developed according to Section 1.3.C.2 and 1.3.C.3.
- ii. The Full Baseline shall include the "Accepted" Interim Baseline and shall be a continuation of the logic and plan developed in the interim phase.
- iii. Any changes made to the Interim Baseline and included in the Full Baseline will be grounds for immediate rejection.
- iv. The Full Baseline shall not include any impacts or updates known at the time of submission. Any/all impacts are to be strictly contained within the Interim Schedule until the Full Baseline Schedule is "Accepted".
- v. Upon Acceptance of the Full Baseline, all Accepted updates applied to the Interim Schedule shall be incorporated into the first full Schedule Update.
- vi. Upon Acceptance of the Full Baseline, any/all known impacts shall be incorporated into the schedule and the use of the Interim Schedule shall be discontinued.

E. Setup and Format for Interim and Baseline Schedules

1. General Requirements

- i. The Contractor shall be responsible for assuring all work, including all subcontractor work, is included in the schedule.
- ii. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.
- iii. Show the order and interdependence of activities, with the use of appropriate activity relationships, and the sequence for accomplishing the work.
- iv. Where Level 3 detail is required (see section 1.3.B.1.iii), describe buildable units of the project in enough detail to provide a general overall duration and sequence of the buildable unit. Provide logic indicating required interdependencies with

other buildable units or other required work such as, but not limited to, utility work.

- v. Where Level 4 detail is required (see section 1.3.B.1.iv), all Level 3 elements shall be broken down into measurable activities which can be identified and tracked by the Department or their Representative.
- vi. The contractor shall provide for and coordinate independent utility work, and/or work provided "by others" into the CPM schedule in such a way as to minimize rework, minimize additional protection of previously installed work, and in an effort to mitigate delays.
- vii. 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.
- viii. Acceptance by ODOT or their Representative will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule.
- ix. Omissions and errors will be corrected as described in Section 1.6 in this specification and will not affect contract time.

2. General Settings

- i. Calculate the critical path as "longest path"
- ii. The schedule may only be calculated using retained logic
- iii. Show open ends as non-critical
- iv. Total float shall be calculated as finish float
- v. Ignore relationships to and from other projects
- vi. Use "Duration" as the activity percent complete type

3. Calendars

- i. All calendars shall be Project level calendars, not Global or Resource calendars.
- ii. Calendar names should include the ODOT project number and a describing function (i.e. YY-##### - 5 day w/ holidays and weather, YY-##### - 7 day cure, YY-##### - 5 day asphalt w/ weather).
- iii. At a minimum, calendars should be established for ODOT reviews, standard work week, cure/settlement periods, milestones, and any items with temperature restrictions as per the specifications.
- iv. Seasonal (winter) and environmental shutdown periods shall be shown using non-working calendars.
- v. Weather and Seasonal Conditions shall be entered into all calendars containing physical work as non-work days per month as per the Weather and Seasonal Conditions table. Anticipated Days Lost Due to Weather shall be randomly distributed throughout each calendar containing physical work and should not be tightly grouped or concentrated on particular days within each week.

Weather and Seasonal Conditions	
Month	Anticipated Days Lost days due to weather
January	8
February	8
March	7
April	6
May	5

June	5
July	4
August	4
September	5
October	6
November	6
December	6

- vi. All project milestones shall be on a 7 day/week calendar with no non-work days.
- vii. All review periods for ODOT shall be included on a designated calendar of 5 days/week and shall include typical government holidays.
- viii. Anticipated weather and/or shutdown periods shall not be included for any days past the contract completion date. In the event the contract completion date is amended to a later date, weather days will be granted on a day for day basis pending an Accepted Weather Delay Analysis according to section 1.7.

4. Work Breakdown Structure / Activity Codes

- i. The contractor shall provide an organizational structure consisting of a Work Area, Phase, and Responsibility (at a minimum).
- ii. The structure shall be formed using Project Activity Codes.
- iii. A WBS structure may be used, but shall still include the activity codes as indicated above.

5. Constraints

- i. Use constraints sparingly in the schedule. Constraints should only be used for contractual milestones such as the start, interim completion dates, and the finish date.
- ii. Constraints should never be used in place of relationship ties. Activities should be split, if necessary, to create logical ties in lieu of constraining activities.
- iii. The Start and Finish Milestones may contain mandatory start and finish constraints respectively.
- iv. Interim Milestones should use only Early or Late Constraints.

6. 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 Notice to Proceed is issued by ODOT and shall be constrained to Start On said date.
- 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 and shall be constrained to Finish On or Before said 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.
- iv. Start Buildable Unit Milestone: The Contractor shall include as the first activity for a buildable unit, an activity named "Start BU X", where "X" identifies the Buildable Unit.

- v. 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, and shall be tied as the predecessor to the Start of the next plan phase milestone.
- vi. End Buildable Unit Milestone: The Contractor shall include as the last activity in a buildable unit, an activity named "End BU X" where "X" identifies the buildable unit.
- vii. The Contractor may include additional milestones but, as a minimum, shall include all contractual milestones. Milestones added by the contractor, but that are not contractual milestones may be tied via activity logic to other activities but cannot be constrained.

7. Activities

- i. Level 3 Activities shall be included in sufficient detail to represent the contract scope of work and provide for logical sequencing of major work elements of buildable units and demonstrate a logical, reasonable, workable plan to complete the work on or before the contract completion date.
- ii. Level 4 Activities shall be included in sufficient and traceable detail to indicate the plan for constructing the major work elements within the buildable unit. The activities shall comply with the scope, specifications, and any/all other contract requirements required to construct the project.
- iii. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not be less than 4 characters nor exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
- iv. Activity Description. 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).
- v. Assign a planned duration in working days for each activity.
- vi. Assign an appropriate project calendar to each activity in the schedule.
- vii. Include activities for submittals, working drawings, shop drawing preparation, material procurement and fabrication, delivery of materials, plant, and equipment, long lead items and other similar activities.
- viii. Include review activities by ODOT or their Representatives with a duration of not less than 10 business days on a calendar containing typical government holidays.
- ix. Do not exceed a duration of 20 working days for any construction activity except as follows:
 - 1. Level 3 activities
 - 2. Settlement Periods
 - 3. Long Lead Items
 - 4. Fabrication Items
 - 5. Shop drawing preparation
 - 6. Other items upon Acceptance from ODOT or their Representative.
- x. Do not represent the maintenance of traffic, erosion control, or any other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities such as initial setup, and/or tear down in order to meet the duration requirements of this section.
- xi. Include activities such as cure times and/or settlement periods as per the applicable specifications.

8. Activity Relationships and Logic

- i. All activities, except the first activity, shall have a predecessor(s).
- ii. All activities, except the final activity, shall have a successor(s).
- iii. 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.
- iv. Use of finish-to-finish relationship is required when both activities are already linked with a start-to-start relationship.

9. Lag

- i. The use of lag is discouraged and should be used sparingly. Split activities into initial and final stages with appropriate durations to create logical link points in lieu of using lag.
- ii. Lead is not permitted.
- iii. Use lags no greater than the predecessor duration.

10. Level of Effort Activities

- i. Use level of effort activities to show the duration of specified contract work periods, phases and road closures.
- ii. 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.
- iii. Level of Effort activities shall be included to summarize the overall duration of each buildable unit or division of work for both Level 3 and Level 4 schedules. The LOE activities shall be tied with a SS relationship to the "Start BU X" milestone and as a FF to the "End BU X" milestone.

F. Submission Requirements:

1. Interim Baseline Schedule Submission:

- i. At the pre-construction meeting, a formal schedule presentation will be conducted by the contractor describing the elements of the Scope of Work as depicted by the schedule in terms of the design, logic, phasing, milestones, closures, and utilities/relocations.
- ii. No physical work shall commence prior to "Acceptance" of an interim baseline or the full baseline schedule.
- iii. Submit per section 1.3.F.3 (General Requirements); additionally, 11x17 schedule hard copies and 8.5x11 copies of the narrative shall be provided and distributed by the contractor at the pre-construction meeting.

2. Baseline Schedule Submission:

- i. If an interim is waived by the contractor the Full Baseline shall be submitted no later than the pre-construction meeting. At the pre-construction meeting, a formal schedule presentation will be conducted by the contractor describing the elements of the Scope of Work as depicted by the schedule in terms of the design, logic, phasing, milestones, closures, and utilities/relocations.
- ii. OR; no later than 45 calendar days from the submission of an interim schedule.
- iii. No physical work shall commence prior to "Acceptance" of an interim baseline or the full baseline schedule.
- iv. Submit per section 1.3.F.3 (General Requirements).

3. General Requirements

- i. Submit all schedules within the time frames specified.
- ii. Provide an electronic .xer or .xml file (to be determined by the Engineer) prepared in Primavera P6 software manufactured by Oracle.

- iii. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
- iv. Provide a written schedule narrative in .pdf format describing the following:
 1. Current schedule interim milestone dates and completion dates
 2. A general description of the critical path
 3. Current Delays
 4. Anticipated Delays
- v. Name the .xer or .xml file as follows:

Table -1 Schedule Filename Convention			
Progress Schedule	1st Submission	2nd Submission	3rd Submission
Interim Schedule	YYPPPP01IS	YYPPPP02IS	YYPPPP03IS
Baseline Schedule	YYPPPP01B	YYPPPP02B	YYPPPP03B
Schedule Update #1	YYPPPP01SU01	YYPPPP02SU01	YYPPPP02SU01
Schedule Update #2	YYPPPP01SU02	YYPPPP02SU02	YYPPPP03SU02
Delay Analysis	YYPPPP01TIA01	YYPPPP02TIA01	YYPPPP03TIA01
Weather Delay Analysis	YYPPPP01WD01	YYPPPP02WD01	YYPPPP03WD01
Recovery Schedule	YYPPPP01RS01	YYPPPP02RS01	YYPPPP03RS01
Revision Schedule	YYPPPP01RV01	YYPPPP02RV01	YYPPPP03RV01
Buildable Unit Phase Submission	YYPPPP01BU01	YYPPPP02BU01	YYPPPP03BU01

Note: YY – Project Year PPPP – Project Number

G. Interim Baseline and Baseline Review

1. Interim Baseline Review

- i. The interim baseline schedule will be presented by the contractor, as a formal presentation, at the pre-construction meeting and will be discussed as a part of said meeting.
- ii. The interim schedule will be Accepted or rejected by the Department within 14 calendar days. Upon Acceptance, the interim schedule data shall not be changed with the submission of the full baseline schedule.
- iii. If the schedule is rejected the contractor shall revise the schedule and resubmit within 7 calendar days. The re-submission of the schedule shall occur at a schedule meeting.
- iv. The Department shall have 7 calendar days to review the resubmission of the interim schedule.
- v. The Department may elect to withhold pay estimates until the interim schedule is Accepted.

2. Baseline Schedule Review

- i. If an Interim Schedule is waived by the Contractor, the project Baseline Schedule will be presented by the contractor, as a formal presentation, at the pre-construction meeting and will be discussed as a part of said meeting.
- ii. If an Interim Baseline Schedule is submitted, the Contractor shall submit the full Baseline Schedule to ODOT or their Representative within 45 calendar days of the Pre-Construction Meeting.
- iii. The review of the Baseline Schedule shall commence the day after it is received by ODOT or their representative and shall span 21 calendar days (excepting

- holidays) in which ODOT or their representative shall either accept, reject, or accept as noted the Baseline.
- iv. If ODOT or their Representative does not provide written notification regarding the disposition of the baseline schedule within 21 calendar days (excepting holidays), the submission will be considered Accepted.
 - v. For baseline schedules that are "Accepted as noted", the Contractor shall make the necessary revisions and resubmit the revised schedule within 7 calendar days. Revisions to the baseline schedule beyond those requested by ODOT or their Representative as a part of the "Accepted as Noted" status will be grounds for immediate rejection.
 - vi. For baseline schedules that are "rejected", ODOT or their Representative shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. ODOT or their Representative shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 5 business days of ODOT or their Representative'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 ODOT or their Representative to "Accept" the baseline schedule.
 - vii. In the event the contractor fails to submit a full baseline within 45 calendar days of submitting an Interim Baseline, the Department may withhold pay estimates until the full baseline is submitted.
 - viii. In the event the baseline schedule is not "Accepted" within 120 days of execution of the contract, all work shall cease on the project until the baseline schedule is "Accepted".
 - ix. Acceptance of the baseline schedule does not revise the Contract Documents. The baseline schedule shall be "Accepted" or "Accepted as noted" by ODOT or their Representative prior to ODOT or their Representative evaluating any contractor claims associated with time impacts.

1.4 Monthly Progress Update Schedules

A. Definition:

1. Monthly Progress Update Schedule: The update schedule indicates the actual progress achieved within a given period (i.e. monthly) and the impact of the actual progress on the remainder of the activities in the project. The impacts of actual progress to the remaining activities provides for a predictive measure on the future course of the project. The Monthly Progress Update Schedule shall only contain updates to the start, finish, or progress of activities in the schedule from the previous data date to the current data date. No revisions shall be included in a Monthly Progress Update Schedule. The actual progress is compared to the baseline schedule, or the latest previously Accepted Monthly Progress Update Schedule to ascertain the actual progress of the project.

B. Monthly Progress Update Schedule Preparation – Interim Schedule

1. Once the Interim Schedule is "Accepted" it shall be updated in accordance with the specifications.
2. Enter the "Actual Start", "Actual Finish", "Remaining Duration", or "Percent Complete" as appropriate for each activity within the update period.
3. Any activity with an actual start shall also contain an appropriate percent complete.
4. Update the data date to the end of the update period.

C. Monthly Progress Update Schedule Preparation – Baseline Schedule

1. Enter the "Actual Start", "Actual Finish", "Remaining Duration", or "Percent Complete" as appropriate for each activity within the update period.
2. Any activity with an actual start shall also contain an appropriate percent complete.
3. Update the data date to the end of the update period.

D. Submission Requirements:

1. Monthly Progress Update Schedule Submission Deadlines
 - i. The monthly update period shall begin on the 1st day of the month and will terminate on the last day of the month. ODOT or their Representative may adjust these dates as necessary to meet project conditions or other requirements.
 - ii. The Contractor shall submit their Monthly Progress Update Schedule, with a data date of the first day of the month following the update period, no later than the 10th of the month, for the life of the project.
 - iii. Submit per section 1.4.D.2 (General Requirements).
2. General Requirements
 - i. Submit all schedules within the time frames specified.
 - ii. Provide an electronic .xer or.xml file prepared in Primavera P6.
 - iii. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
 - iv. Provide a written schedule narrative in .pdf format describing the following:
 1. Current schedule interim milestone dates and completion dates
 2. A general description of the critical path
 3. Changes or shifts in the critical path and the reason for these changes or shifts
 4. Overall project status (ahead, on, or behind schedule)
 5. Current Delays
 6. Anticipated Delays
 - v. Name the .xer or .xml file as per Table – 1.

E. Monthly Progress Update Schedule Review

1. ODOT or their Representative will review the schedule within 7 calendar days (excepting holidays) beginning on the first business day after the contractor's submission.
2. ODOT will review the contractor's actual dates compared to the project records to verify the accuracy of the information.
 - i. Alternatively, ODOT or their Representative may provide a listing of the schedule activities for the update period along with the recorded dates to the contractor prior to the update schedule submission.
 - ii. If ODOT or their Representative provides their dates to the contractor, the contractor shall provide a disposition on the variance of any dates which are more than 3 days apart between the recorded dates of the contractor and the recorded dates of ODOT or their Representative.
3. Any discrepancies between the contractor's recorded dates, and the dates recorded by ODOT or their Representatives shall be reconciled before the last day of the month in which the schedule was submitted. Failure to reconcile before the last day of the month in which the schedule was submitted shall be grounds for withholding pay estimates.
4. Added work/activities, revisions made to logic, descriptions, calendars or any adjustments that may manipulate the schedule calculations will result in an immediate rejection of the schedule.

5. Neither ODOT nor their Representative will process pay estimates until the Monthly Progress Update Schedule is received for the previous period.

1.5 Buildable Unit Phase Submission Schedules

A. Definition:

1. Buildable Unit Phase Submission Schedules: The baseline schedule includes a combination of Level 3 and Level 4 detail which would be reasonably understood by the at the time of the baseline submission. As buildable units are completed to a 100% stage of design, the Level 3 schedule data from the baseline submission will be refined and detailed to a Level 4 schedule for each buildable unit. The Buildable Unit Submission indicates the full and complete schedule for the buildable unit along with its logical relationships with other buildable units and required work elements. Upon completion of the design of all buildable units, all elements of the schedule shall be at Level 4 and shall represent the full and accurate accounting of all activities required to construct all elements of the project.

B. Buildable Unit Phase Submission Overview

1. Upon Submission of the 100% review plans for each buildable unit or group of buildable units, a Buildable Unit Phase Submission schedule shall be submitted replacing the Level 3 buildable unit details with Level 4 detail. The 100% plan submission design review period will not begin unless the Buildable Unit Phase submission is included.
2. Buildable Unit Phase Submissions shall not be permitted to contribute to negative float, nor reduce positive float without the expressed consent of the Department upon review of Buildable Unit Phase submission.

C. Buildable Unit Phase Submission Preparation

1. The Buildable Unit Phase Submission shall be developed using the latest "Accepted" Full Baseline, or the most recent "Accepted" Update schedule.
2. The Buildable Unit Phase Submission Schedule may include a single buildable unit or may cover multiple buildable units.
3. No changes shall be permitted to any previously "Accepted" buildable units. The submission shall only include details specifically related to the submitted buildable unit(s).
4. Buildable Unit Phase Submission schedules shall be submitted as an independent schedule from any revision schedules.
5. Each buildable unit shall be inserted into the schedule in such a way that the first activity of the Level 4 schedule utilizes the appropriate predecessors as the first activity of the Level 3 schedule and the last activity of the Level 4 schedule utilizes the appropriate successors of the last activity of Level 3 schedule.
6. The Level 3 information shall remain in the schedule until the Level 4 data is "Accepted" at which time it may be dissolved from the schedule.
7. The Level 4 data shall be constructed according to the applicable requirements of Section 1.3.

D. Submission Requirements:

1. Buildable Unit Phase Submission Deadlines
 - i. The Phase submission shall be submitted along with the 100% design review plans. The 100% design review plans will not be accepted by the Department without inclusion of the Buildable Unit Schedule submission.
 - ii. Submit per section 1.5.D.2 (General Requirements).
2. General Requirements
 - i. Submit all schedules within the time frames specified.
 - ii. Provide an electronic .xer or .xml file prepared in Primavera P6.

- iii. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
 3. Provide a written schedule narrative in .pdf format describing the following:
 - i. Current schedule interim milestone dates and completion dates
 - ii. A general description of the critical path
 - iii. Changes or shifts in the critical path and the reason for these changes or shifts
 - iv. Overall project status (ahead, on, or behind schedule)
 - v. Current Delays
 - vi. Anticipated Delays
 4. Name the .xer or .xml file as per Table – 1.
- E. Buildable Unit Phase Submission Review
1. ODOT or their Representative will review the schedule within 14 calendar days (excepting holidays) beginning on the first business day after the contractor's submission.
 2. Upon "Acceptance" of the Buildable Unit Phase Submission, any all update or impact data shall be transferred to the "Accepted" Phase Submission Schedule and submitted to the Department within 7 calendar days.

1.6 Revision and Delay Schedules

A. Definition:

1. Delay Schedule: During the course of the project, issues may arise that could not have been anticipated at the time of bid. These issues are entered into a Delay schedule in order to show the impact of the issue on the contractor's schedule. Extra work added by the owner and eligible for a time extension is not considered a delay, but shall be included in a revision schedule.
2. Fragmentary Network (fragnet): A fragnet is defined as 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. Alternatively, the fragnet may indicate a sequence of activities that have already happened.
3. Revision Schedule: The Work may require, the Owner may request, and/or the Contractor may make revisions to the CPM schedule in order to align the schedule to the physical work in the field and to maintain the predictive nature of the schedule as established in the baseline schedule. Addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision. The revision shall incorporate all actualized activities up to the date of the revision. For revisions involving extra work requested by ODOT, no time extensions will be granted unless justified in a revision schedule including said work.

B. Reasons for Revisions:

1. The Contractor shall revise the schedule to correct Out-of-Sequence logic errors that impact the critical path.
2. A revision schedule must be compiled in order to justify any time extension related to extra work.
3. The Contractor may elect to revise the schedule in order to reflect actual/intended prosecution of the work or as per any part of section 1.6.B.5.(i-v) below.

4. ODOT or their Representative may request a schedule revision when the current schedule does not accurately reflect the current prosecution of the work in order to align the schedule to actual field operations.
5. ODOT or their Representative may request a schedule revision when the current schedule no longer serves as a predictive tool to plan the course of the project due to:
 - i. Additional or non-performed work.
 - ii. Deviations from the schedule by the contractor's operations.
 - iii. Progress has accelerated or decelerated.
 - iv. There is a general deviation in the planned activity dates as compared to commonly held project knowledge regarding the project's progress.
 - v. Accepted phasing adjustments.

C. Revision Schedule Preparation:

1. The basis of any revision or delay schedule shall be the most recently accepted Monthly Progress Update Schedule.
2. Based on the most recently accepted Monthly Progress Update Schedule, revise the schedule to provide a predictive tool reflecting the planned course of the project to achieve the completion of the project by the current contract completion.
3. All revisions shall comply with applicable sections of section 1.3.

D. Delay Schedule Preparation:

1. Determine project progress prior to circumstance(s) necessitating the time impact analysis. The previous accepted monthly update schedule, updated to the date of the circumstance(s) 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. In a copy of the Un-impacted Schedule, prepare a new Project Activity Code for the fragmentary network (fragnet).
3. Prepare a fragnet depicting the circumstance that is believed to have delayed the project within the new activity code.
4. Insert the fragnet into the schedule logic
 - i. The first activity of the fragnet shall be the successor to the last activity that was completed prior to the alleged delay.
 - ii. The last activity of the fragnet shall be the predecessor to the first activity that could not commence due to the alleged delay.
5. Run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
6. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

E. Submission Requirements:

1. Revision Schedule Submission Deadlines
 - i. Revision schedules shall be submitted with a Monthly Progress Update, or within 5 business days of "acceptance" of a progress update.
 - ii. In the event discrepancies are discovered in the Monthly Progress Update, said discrepancies shall be resolved prior to the submission of the Revision schedule or shall be resolved in both the Monthly Update AND the Revision if submitted simultaneously.

- iii. Revision schedules resulting from extra work believed to have an effect on the critical path shall be submitted with the cost proposal for the extra work.
- iv. Revision schedules shall be separated from Buildable Unit Phase Submissions.
- v. Delay Schedule Submission Deadlines
- vi. Delay schedule submissions shall occur within 5 business days of the alleged delay event.

2. General Requirements

- i. Submit all schedules within the time frames specified.
- ii. Revisions shall be based on the latest accepted Monthly Progress Update. The Revision Schedule shall be submitted with the latest "accepted" Monthly Progress Update in which it was based on.
- iii. Provide an electronic .xer or .xml file prepared in Primavera P6 for both the Revision schedule as well as the latest "accepted" Monthly Update Schedule.
- iv. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
- v. Provide a written schedule narrative in .pdf format describing the following:
 1. Current schedule interim milestone dates and completion dates
 2. A general description of the critical path
 3. The specific reason(s) for the revision or delay
 4. Changes or shifts in the critical path and the reason for these changes or shifts
 5. Overall project status (ahead, on, or behind schedule)
 6. Current Delays
 7. Anticipated Delays
- vi. Name the .xer or .xml file as per Table – 1.

F. Revision/Delay Schedule Review

1. ODOT or their Representative will review the schedule within 14 calendar days (excepting holidays) beginning on the first business day after the contractor's submission.
2. If ODOT or their Representative does not provide written notification regarding the disposition of the revision schedule within 14 calendar days, the submission will be considered Accepted.
3. For revision schedules that are "Accepted as noted", the Contractor shall make the necessary revisions and resubmit the revised schedule within 7 calendar days. Revisions to the revision schedule beyond those requested by ODOT or their Representative as a part of the "Accepted as Noted" status will be grounds for immediate rejection.
4. For revision schedules that are "rejected", ODOT or their Representative shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. ODOT or their Representative shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 5 business days of ODOT or their Representative's written notice. The purpose of this meeting is to resolve all issues with the revision schedule. At this meeting the Contractor shall provide clarification and all requested information necessary for ODOT or their Representative to "Accept" the revision schedule.
5. Acceptance of the revision schedule does not revise the Contract Documents. The revision schedule shall be "Accepted" or "Accepted as noted" by ODOT or their

Representative prior to ODOT or their Representative evaluating any contractor claims associated with time impacts.

6. Upon acceptance, the revision schedule shall be the basis for evaluations replacing the original baseline logic.

1.7 Weather Delay Schedules

A. Definition:

1. Weather Delay Schedule: The schedule which indicates the effect of the actual weather experienced in a given period as compared to the anticipated weather included in the baseline schedule as depicted in the Weather and Seasonal Conditions table of Section 1.3.E.3.v. The Weather Delay schedule is a calculation performed by the software after the anticipated weather days have been removed and the actual Weather Days have been inserted into the appropriate calendar.

B. Weather Delay Schedule Preparation

1. Make a copy of the previously accepted Monthly Progress Schedule file. This copy is referred to as the Weather Impacted Schedule.
2. For the month that incurred actual weather days, remove the anticipated weather only from calendars associated with the work that was delayed and input the actual weather days experienced into the Weather Impacted Schedule.
3. Schedule the project WITHOUT changing the data date.

C. Submission Requirements:

1. Weather Delay Schedule Submission Deadlines
 - i. The Weather Delay Schedule shall be submitted no later than the 5th of the month following the weather impacted work.
2. General Requirements
 - i. Submit all schedules within the time frames specified.
 - ii. Submit the weather impacted schedule, and the previously accepted Un-impacted Monthly Update Schedule.
 - iii. Provide an electronic .xer or .xml file prepared in Primavera P6 for both schedules.
 - iv. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
 - v. Name the .xer or .xml file as per Table – 1.

D. Weather Delay Schedule Review

1. ODOT or their Representative will review the schedule within 7 calendar days (excepting holidays) beginning on the first business day after the contractor's submission.
2. ODOT or their Representative will confirm or dispute the requested weather days and reconcile with the Contractor within the 7 calendar day period.
3. If warranted, a time extension will be granted for the weather days experienced in the requested month.

1.8 Recovery Schedules

A. Definition:

1. Recovery Schedule: If an update is submitted showing the completion date more than 14 calendar days behind schedule, the contractor shall submit a plan of action for recovering the lost time in order to complete the project by the established contract completion date. This plan shall be in the form of a recovery schedule, along with a written narrative.
- B. Recovery Schedule Preparation
1. Make a copy of the latest submitted Monthly Progress Schedule file. This copy will be used to develop the recovery schedule.
 2. Revise the schedule to provide a workable plan for completing the project by the current contract completion date.
 3. All revisions shall comply with applicable sections of section 1.3.
- C. Submission Requirements:
1. Recovery Schedule Submission Deadlines
 - i. The Recovery Schedule shall be submitted no more than 7 calendar days after the submission of an Update Schedule indicating a completion more than 14 calendar days behind schedule.
 2. General Requirements
 - i. Submit all schedules within the time frames specified.
 - ii. Provide an electronic .xer or .xml file prepared in Primavera P6.
 - iii. Provide an electronic .pdf print out of the full schedule, displaying the Gantt Chart, Activity ID, Activity Description, Original Duration, Start Date, Finish Date, and Total Float.
 - iv. Provide a written schedule narrative in .pdf format describing the following:
 1. Current schedule interim milestone dates and completion dates.
 2. A general description of the critical path.
 3. The specific plan for recovering time to meet the contract completion date.
 4. Changes or shifts in the critical path and the reason for these changes or shifts.
 - v. Name the .xer or .xml as per Table – 1.
- D. Recovery Schedule Review
1. ODOT or their Representative will review the schedule within 14 calendar days (excepting holidays) beginning on the first business day after the contractor's submission.
 2. If ODOT or their Representative does not provide written notification regarding the disposition of the revision schedule within 14 calendar days, the submission will be considered Accepted.
 3. For revision schedules that are "Accepted as noted", the Contractor shall make the necessary revisions and resubmit the revised schedule within 7 calendar days. Revisions to the recovery schedule beyond those requested by ODOT or their Representative as a part of the "Accepted as Noted" status will be grounds for immediate rejection.
 4. For revision schedules that are "rejected", ODOT or their Representative shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. ODOT or their Representative shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 5 business days of ODOT or their Representative's written notice. The purpose of this meeting is to resolve all issues with the revision schedule. At this meeting the Contractor shall

provide clarification and all requested information necessary for ODOT or their Representative to "Accept" the revision schedule.

5. Acceptance of the revision schedule does not revise the Contract Documents. The Recovery schedule shall be "Accepted" or "Accepted as noted" by ODOT or their Representative prior to ODOT or their Representative evaluating any contractor claims associated with time impacts.
6. Upon acceptance, the revision schedule shall be the basis for evaluations replacing the original baseline logic.
7. ODOT will withhold pay applications until ODOT or their Representative Accepts the Recovery Schedule.
8. In the event the current Completion Date is in dispute, the recovery schedule will need to be submitted once the dispute has been resolved.

1.9 Float

Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to ODOT 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.

- A. 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.
- B. Ownership of Float: Float available in the schedule, at any time shall not be considered for the exclusive use of either ODOT 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 for project issues. 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 ODOT, will be considered to have Project Float. 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.
- C. Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the applicable sections of this specification. 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 ODOT to accelerate the project.

1.10 Basis of Payment

ODOT will make payment per the following:

- A. ODOT will release 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after ODOT or their Representative has Accepted the CPM Baseline schedule submission.
- B. ODOT will release 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after ODOT or their Representative has Accepted the last Buildable Unit Phase Submission.

- C. ODOT 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 75 percent of the original contract amount is complete.
- D. ODOT 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.

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

Item	Unit	Description
108E50000	Lump Sum	CPM Progress Schedule

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 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)	$(50 - \text{IRI}) * (\frac{4}{15})$	Over 45 to 60 (0.71 to 0.95)	$(60 - \text{IRI}) * (\frac{4}{15})$
Over 50 to 70 (0.79 to 1.10)	0	Over 60 (0.95)	0
Over 70 to 90 (1.10 to 1.42)	$-(\text{IRI} - 70) * (\frac{6}{20})$		
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.

(i)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	Apply to quantity calculated based on the	301, 302, 424,	Gallons per	1.70

Bases and Pavements	Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	441, 442, 443, 446, 448, 614, 615, 803, 806, 826, 851, 857, 860, 880	cubic yard (Gallons per cubic meter)	(2.22)
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.

PN 525 - 07/15/2022 - STEEL PRICE ADJUSTMENT

A. General: This proposal note acknowledges fluctuations in the cost of manufactured steel used in the materials defined below and placed as part of the applicable construction work in the form of a pay adjustment. This proposal note will be used in bidding documents, including design-build projects only for as long as the price of the steel products set out below are subject to volatile spikes as determined solely by the Department.

These price adjustment provisions apply to items in the contract including any modified standard or non-standard item where the work to be performed involves the placement or installation of one or more of the steel products specified herein. The total price adjustment must be more than \$400.

The Department will post monthly adjustment indices for steel using data obtained in Table B-1.

For Category 1, Table B-1:

The Department will post monthly adjustment indices (BI and MI) for wide flange steel beams plus a scrap surcharge using data obtained from the steel producers listed.

www.stld-cci.com

www.nucoryamato.com

For Category 2, Table B-1:

The Department will post monthly adjustment indices (BI and MI) for steel using data obtained on the last Wednesday of the month from the American Metal Market (**AMM**), based on the price for Steel Plate, Cut-to-length as reported for National Mills.

B. Price Adjustment Criteria and Conditions: The BI monthly values apply to projects sold during the same month in which the data is posted. The MI monthly values apply to projects for which qualifying items are shipped from the mill during the same month in which the data is posted. Adjustments will be made to the contract for fluctuations in the cost of steel used in the manufacture of the primary components of only the steel products listed in Table B-1:

Product Relationship Table B-1	
Steel Product (Title)	BI, MI
Category 1: Structural Steel Members, Levels UF, 1, 2, and 3 Steel H-Piling	Average of lowest and highest 27" to 36" tall, 10"-12" wide flange beams, up to 256 lbs./ft., prices plus scrap surcharge from Nucor-Yamato and SDI
Category 2: Structural Steel Members, Levels 4, 5, and 6 Stay in-place steel casing (Piling & Caissons)	AMM Product Designation: Steel Plate, Cut-to-length (National Mills)

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

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

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

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

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

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

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

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

Price Adjustment Calculations

The below formulas allow for a variation in steel prices without recognizing cost increases/decreases within the range of - 90 % to 110% of the Bidding Index (BI). The total steel price adjustment (SPA) will not be computed unless the percent % **Change** is - 10% or more, increase or decrease:

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

For a Price Increase:

$$SPA = [(MI/BI) - 1.10] \times BI \times (Q/100)$$

MI and BI are in terms of dollars (\$) per hundredweight (CWT). Therefore, Quantity (Q) of structural steel is divided by 100.

Example: If the Project was bid on 3/8/2008, the BI for a category 1 pay item in March 2008 is \$46.48. If wide flange beams have a documented weight of 34500 pounds and the mill date of 9/8/2009, the MI for September 2008 is \$60.23

Check threshold:

$$\% \text{ Change} = [(\$60.23/\text{CWT} / \$46.48/\text{CWT}) - 1] \times 100 = 29.58,$$

Is ABS (29.58) > 10? Yes

$$\begin{aligned} \text{Calculate SPA} &= [(\$60.23/\text{CWT} / \$46.48/\text{CWT}) - 1.10] \times \$46.48/\text{CWT} \times 34,500 \text{ lbs}/100 \\ &= \$3,140.19 \text{ (positive adjustment)} \end{aligned}$$

For a Price Decrease:

$$\text{SPA} = [(MI/BI) - 0.90] \times BI \times (Q/100)$$

MI and BI are in terms of dollars (\$) per hundredweight (CWT). Therefore, Quantity (Q) of structural steel is divided by 100.

Example: If the Project was bid on 1/8/2009, the BI for a category 1 pay item in January 2009 is \$47.83. If wide flange beams have a documented weight of 34500 pounds and the mill date of 4/8/2009, the MI for April 2009 is \$37.38.

Check threshold:

$$\% \text{ Change} = [(\$37.38/\text{CWT}/\$47.83/\text{CWT}) - 1] \times 100 = -21.85,$$

Is ABS (-21.85) > 10? Yes

$$\begin{aligned} \text{Calculate SPA} &= [(\$37.38/\text{CWT}/\$47.83/\text{CWT}) - 0.90] \times \$47.83/\text{CWT} \times 34,500 \text{ lbs}/100 \\ &= -\$1,955.12 \text{ (negative adjustment)} \end{aligned}$$

Where:

SPA = Steel Price Adjustment

MI = Mill Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill and properly documented. The adjustment indices will be posted on ODOT's website.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month in which the project is bid. The adjustment indices will be posted on ODOT's website.

Q = Quantity of the steel product, pounds actually incorporated into the work as documented by the Contractor, or DBT and verified by the Engineer.

C. Price Adjustment Limitations: The price adjustments are limited to a % Change of 100%, increase or 75% decrease.

Example 1: When the Project was bid, the BI for a category 1 pay item with a quantity of 50,000 pounds, was \$39.00, and the MI for the month in which the steel was shipped was \$89.88.

Check threshold:

$$\% \text{ Change} = [(\$89.88/\text{CWT}/\$39.00/\text{CWT})-1] \times 100 = 130.46\%$$

The limit is +100%, thus the SPA is calculated as follows:

$$\begin{aligned} \text{SPA} &= [2.0 - 1.10] \times \text{BI} \times (Q/100) \\ \text{SPA} &= [2.0-1.10] \times \$39.00/\text{CWT} \times 50,000 \text{ lbs}/100 \\ &= \$17,550.00 \end{aligned}$$

Example 2: When the Project was bid, the BI for a category 1 pay item with a quantity of 50,000 pounds, was \$66.08, and the MI for the month in which the steel was shipped was \$29.00

Check threshold:

$$\% \text{ Change} = [(\$29.00/\text{CWT}/\$66.08/\text{CWT})-1] \times 100 = -56.11\%$$

The limit is -100 %, thus the SPA is calculated as follows:

$$\begin{aligned} \text{SPA} &= [0.56-0.90] \times \text{BI} \times Q \\ \text{SPA} &= [0.56-0.90] \times \$66.08/\text{CWT} \times 50,000 \text{ lbs}/100 \\ &= -\$11,197.26 \end{aligned}$$

D. Payment/Deductions: The price adjustment will be paid, or deducted from the Contractor's, or DBT's progress estimate, upon approval of a change order.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the shipping date(s) of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

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

E. Mill Index after the Approved Completion Date: When steel products are shipped from the mill after the approved contract completion date, steel price adjustments will be based on the MI for the month of the approved contract completion date or the MI for the actual month the steel was shipped, using whichever MI is less.

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

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

PN 534 - 01/21/2022 - ASPHALT BINDER PRICE ADJUSTMENT

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 Poten & 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.

PN 540 - 10/19/2018 - PORTLAND CEMENT PRICE ADJUSTMENT FOR MULTI-YEAR PROJECTS

A. Eligibility: This price adjustment applies to portland cement concrete (PCC) placed under Items 305, 451, 452 and 884, subject to any exclusions or limitations provided herein.

If the Department's portland cement index has increased or decreased in excess of 10%, PCC may be eligible for a price adjustment. Eligibility is determined as follows:

1. Any contract item listed in the Schedule of Contract Items specifying more than 1800 SY of PCC and with more than 1800 SY of PCC complete, in-place, and accepted; or
2. For design-build projects, any contract item listed in the Schedule of Contract Items and with more than 1800 SY of PCC complete, in-place, and accepted.

The Department will publish a Monthly Index calculated using data released by the United States Department of Labor, Bureau of Labor Statistics (BLS). The Monthly Index will be determined using Producer Price Index-Commodities table for Series Id: WPU1322, Not Seasonally Adjusted, Group: Nonmetallic mineral products, Item: Cement, hydraulic, Preliminary (P).

This monthly index value applies to the corresponding project letting or eligible concrete placement month. (I.e. The monthly index value released during the first week of January applies to all projects let or concrete placed in January). The monthly index will be the BLS Preliminary (P) number and will not be modified if the value changes in the BLS data after original publication.

B. Price Adjustment Criteria and Conditions: The Department will determine the quantity of portland cement using the approved JMF for the portland cement component only. If the ratio of the placing index (*PI*) to the bidding index (*BI*) is greater than 1.10 or less than 0.90 the Department will adjust compensation that the Contractor receives for work performed each month under eligible contract items specifying portland cement concrete. The total price adjustment must be more than \$400. The adjustment will apply to portland cement used in those contract items according to the formulas herein.

Price Adjustment Calculations

The below formulas allow for a variation in cement prices without recognizing cost increases/decreases within the range of 90% to 110% of the Bidding Index (BI). The total portland cement price adjustment (PCPA) will not be computed unless the percent **% Change** is 10% or more, increase or decrease:

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

For a Price Increase:

$$PCPA = [(PI/BI) - 1.10] \times BI \times Q$$

For a Price Decrease:

$$PCPA = [(PI/BI) - 0.90] \times BI \times Q$$

Where:

PCPA = Portland Cement Price Adjustment

PI = Placing Index. The published monthly index for portland cement, Type 1, released during the first week of the month in which the portland cement concrete item was placed.

BI = Bidding Index. The published monthly index for portland cement, Type 1, released during the first week of the month in which the portland cement concrete item was bid.

Q = Quantity of the portland cement, tons, incorporated into the work as documented by the Contractor and verified by the Engineer.

B. Payment/Deductions: If eligible portland cement 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.

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

G. Extra Work/Force Account: When portland cement concrete, as specified herein, are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109.05, no portland cement price adjustments will be made.

PN 640 – 1/15/2021 – REVISIONS TO THE 2019 C&MS FOR ADDITIONAL DATA LOGGING SYSTEM REQUIREMENTS FOR PERMANENT PAVEMENT MARKINGS

614.11.B

On Page 529 **Replace** the first paragraph with the following.

B. Work Zone Marking Specifications. Equip traffic paint striping equipment for Class I and Class III markings with a computerized Data Logging System (DLS), including a cab mounted display that shows the actual material application rate and film thickness. For center line, lane line and edge line markings, when the length of marking exceeds 0.5 miles (0.8 km) of continuous line equivalent, document the following with the DLS:

Measure and record application vehicle speed to nearest 0.1 MPH (0.16 km/h),
Measure and record weight or volume of material used by color,
Measure and record weight or volume of material used by line type,
Measure and record weight of glass beads,
Measure and record weight of wet reflective optics,
Measure and record pavement surface temperature,
Measure and record air temperature,
Measure and record dew point,
Measure and record humidity,
Calculate and record average material application rate and film thickness over the section painted.

Record as a separate DLS report line entry the above information for each route section painted, when the length of center line, lane line and edge line marking exceeds 0.5 miles (0.8 km) of continuous line equivalent. A route section is defined as one direction of a contiguous section of highway (without breaks) with the same route number designation. Continuous line equivalent is defined as 0.5 mile (0.8 km) of edge line, 0.25 mile (0.4 km) of double yellow center line, or 2 mile (3.2 km) of lane line. DLS documentation is not required for center line, lane line, and edge line markings of 0.5 miles (0.8 km) or less, and for channelizing lines of any length.

If the DLS equipment fails, finish that day's work only and resume when the DLS equipment is working.

The Department will provide a standard DLS short form and long form, that prescribes the correct DLS report format and content prior to beginning of work.

On the first working day following application of markings requiring documentation with the DLS or upon demand, furnish the Engineer a copy of the DLS report in ODOT DLS short report format. The DLS report can be provided in one of the following methods, that should be agreed upon at the preconstruction meeting:

Hand delivery of paper report,
Fax delivery of paper report,
E-mail of Excel spreadsheet file,
Flash drive transfer of Excel spreadsheet file.

Within two weeks of the date of application of markings requiring documentation with the DLS, furnish the Engineer the Excel spreadsheet file of the DLS report in ODOT DLS long report format by e-mail at the e-mail address provided at the preconstruction meeting.

At the end of the project, furnish the Engineer all Excel spreadsheet files in ODOT DLS long report format.

Each DLS shall have an annual calibration of all mechanical and electrical components and its software function and output confirmed by the DLS manufacturer or their designated representative. Evidence of the annual calibration shall be carried by a signed and dated stamp or seal affixed to the inside of the driver's door of each striper.

641.04

On Page 628 **Replace** the entire subsection with the following.

641.04 Equipment. Equip long line pavement marking equipment with a computerized Data Logging System (DLS), including a cab mounted display. For center line, lane line, and edge line markings, when the length of marking exceeds 0.5 mile (0.8 km) of continuous line equivalent, provide the Table 641.04-1 DLS capabilities.

Table 641.04-1

Provide the highway number with the county and beginning and ending county log points rounded to the nearest thousandths of a mile, the beginning and ending coordinates determined by a Global Positioning System receiver with at least 16 foot accuracy, and the direction of travel in terms of increasing or decreasing county log points. The Department will provide mapping information downloadable through Transportation Information Mapping System (TIMS) online LRS layer at https://gis.dot.state.oh.us/tims
Provides cellular capabilities for field data transport to website.

Provide GPS mapping system that is capable of real time (within 20 minute) tracking of the Department cloud DLS report format, Table 641.04-2 requirements, and color coded alarms for a 20 percent deficiency in film thickness, bead rate, and wet reflective optic rate.
Send report to the Engineer or their designated representative by email at 7:00 AM the day after the work is completed.
Transfer raw data collected by the DLS directly to a secure server.
Provide flagging of data entered manually.
Ensure the DLS manufacturer provides a Department login with direct access to stored data summary on a secure password protected website.

Record as a separate DLS report line entry the Table 641.04-2 information for each route section marked, when the length of center line, lane line and edge line marking exceeds 0.5 mile (0.8 km) of continuous line equivalent. A route section is defined as one direction of a contiguous section of highway (without breaks) with the same route number designation. Continuous line equivalent is defined as 0.5 mile (0.8 km) of edge line, 0.25 mile (0.4 km) of double yellow center line, or 2 mile (3.2 km) of lane line. DLS documentation is not required for center line, lane line, and edge line markings of 0.5 mile (0.8 km) continuous line equivalent or less, and for channelizing lines of any length.

If the DLS equipment fails, finish that day's work only and resume when the DLS equipment is working. Provide documentation of the corrective work that was required to make the DLS and ancillary equipment operational. Repair the DLS before resuming work. Document the application and material usage quantities from the time of the DLS failure and make calculations to determine the gallons or pounds of binder per mile and pounds of beads, wet reflective optics, or both per mile.

The Department will provide a standard DLS long report form (CA-T-9, CA-T-10, CA-T-11, or CA-T-12), that prescribes the correct DLS report format and required content prior to beginning of work. Ensure the DLS records start time once the project or report line is started and the first gun is on. In addition to the Department DLS report format required content, document in accordance with the DLS at least the Table 641.04-2 requirements.

Table 641.04-2 Additional DLS Report Requirements.

Measure and record application vehicle speed to nearest 0.1 MPH (0.16 km/h),
Measure and record weight or volume of material used by color,
Measure and record weight or volume of material used by line type,
Measure and record weight or volume of material used by line width.

The DLS must store data and export to a secure server on a daily basis. Ensure the data is in Microsoft Excel format, or a comma or spaces delimited text file adequate for insertion into a computerized spreadsheet. Ensure the DLS manufacturer provides the Engineer a direct access login to the data being exported to the secure server. Provide data in the Department cloud DLS report format.

Ensure the data is available to the Engineer within 24 hours of the pavement marking work and may be retrieved by the Engineer or designated field personnel for inclusion with documentation reporting. Ensure the electronic records are completed in their final form prior to the records being removed from the pavement marking equipment.

Ensure each DLS has at least an annual calibration of all mechanical and electrical components and its software function and output confirmed by the DLS manufacturer or their designated representative. Ensure evidence of the annual calibration is carried by a signed and dated stamp or seal affixed to the inside of the driver's door of each striper.

A. Traffic Paint, Polyester, Epoxy. Ensure the cab mounted display shows the actual material application rate and film thickness.

B. Thermoplastic, Spray Thermoplastic. Ensure the cab mounted display shows the actual bead application rate.

Use application equipment that includes a kettle for melting the thermoplastic material and maintaining it at the proper temperature. Equip the kettle with a thermostat to control the temperature of the melted thermoplastic material and to prevent overheating. Use equipment that continuously mixes and agitates the molten thermoplastic material. Ensure that the parts of the equipment that convey the thermoplastic material from the kettle to the application point maintains it at the required temperature.

Attach an automatic dispenser for glass beads, wet reflective optics, or both to the equipment so that the beads, optics, or both are immediately and uniformly dispensed over the marking surface. Equip the dispenser with an automatic cut-off control synchronized with the cut-off of the thermoplastic material.

644.03

On Page 638, **Replace** the entire section with the following:

644.03 Equipment. When using thermoplastic pavement marking trucks, equip all thermoplastic pavement marking trucks for center line, lane line and edge line markings with a computerized Data Logging System (DLS) conforming to 641.04 when the length of marking exceeds 0.5 mile (0.8 km) of continuous line equivalent. A DLS is not required for markings applied with hand carts.

Ensure that the applicator portion of the equipment has a shoe that rides on the pavement and extrudes the thermoplastic. Ensure that the application equipment applies lines with a square end and can apply broken lines. Furnish application equipment for applying extruded markings that consists of dies of varying widths to produce different widths of lines. Do not use pans, aprons, or similar devices that the die overruns.

Use equipment that ensures uniformity in the thickness and width of lines. Use equipment that forms lines 12 inches (300 mm) wide or less by one application pass, and lines wider than 12 inches (300 mm) by no more than two passes. Do not allow individual passes to overlap or to be separated by a gap greater than 1/4 inch (6 mm).

648.03

On Page 650, **Replace** the entire section with the following:

648.03 Equipment. Equip all striping equipment for center line, lane line and edge line markings with a computerized Data Logging System (DLS) conforming to 641.04 when the length of marking exceeds 0.5 mile (0.8 km) of continuous line equivalent.

Ensure that the application equipment applies lines with a square end and can apply broken lines. Furnish application equipment for applying spray thermoplastic markings that produces different widths of lines.

Use equipment that ensures uniformity in the thickness and width of lines. Use equipment that forms lines 8 inches (200 mm) wide or less by one application pass.

Project Number: 243004

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: **5/14/2027**

Unit Price Contract

Project Number: 243004

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		201E99000	SPECIAL - CLEARING AND GRUBBING (WT: 01)	01	LS	1.000
0002		202E99020	SPECIAL - PAVEMENT REMOVED (WT: NR)	NR	LS	1.000
0003		203E99000	SPECIAL - EARTHWORK (WT: 06)	06	LS	1.000
0004		606E99000	SPECIAL - GUARDRAIL (WT: 36)	36	LS	1.000
0005		622E99000	SPECIAL - CONCRETE BARRIER (WT: 38)	38	LS	1.000
0006		690E20240	SPECIAL - ROADWAY (WT: 06)	06	LS	1.000
0007		690E98000	SPECIAL - SUL QUALITY LEVEL A TEST HOLES (WT: NR)	NR	EACH	18.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0008		659E99000	SPECIAL - PERMANENT EROSION CONTROL (WT: 46)	46	LS	1.000
0009		832E99100	SPECIAL - CONSTRUCTION EROSION CONTROL (WT: 46)	46	EACH	328,823.000

Section 0003 DRAINAGE

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0010		611E97800	SPECIAL - DRAINAGE (WT: 35)	35	LS	1.000

Section 0004 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0011		300E99000	SPECIAL - BASES (WT: 09)	09	LS	1.000
0012		400E99000	SPECIAL - FLEXIBLE PAVEMENT (WT: 10)	10	LS	1.000
0013		450E99000	SPECIAL - RIGID PAVEMENT (WT: 12)	12	LS	1.000

Section 0005 WATER WORK

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0014		638E99000	SPECIAL - WATER WORKS (WT: 35)	35	LS	1.000

Section 0006 SANITARY SEWER

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0015		611E97910	SPECIAL - SANITARY SEWER (WT: 35)	35	LS	1.000

Project Number: 243004

Section 0007 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0016		630E99000	SPECIAL - SIGNS AND SUPPORTS (WT: 42)	42	LS	1.000
0017		640E99000	SPECIAL - PAVEMENT MARKING (WT: 45)	45	LS	1.000

Section 0008 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0018		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	1,000.000
0019		614E99000	SPECIAL - MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0020		615E99000	SPECIAL - TEMPORARY ROADS AND PAVEMENTS (WT: 06)	06	LS	1.000

Section 0009 STRUCTURE REPAIR (7000456)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0021		512E10300	SEALING CONCRETE BRIDGE DECKS WITH HMWM RESIN (WT: 57)	57	SY	15.000
0022		530E99040	SPECIAL - STRUCTURES (WT: 29)	29	LS	1.000

Section 0010 STRUCTURE REPAIR (7000480)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0023		512E10300	SEALING CONCRETE BRIDGE DECKS WITH HMWM RESIN (WT: 57)	57	SY	16.000
0024		530E99040	SPECIAL - STRUCTURES (WT: 29)	29	LS	1.000

Section 0011 STRUCTURE REPAIR (7000391)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0025		519E11100	PATCHING CONCRETE STRUCTURE (WT: 29)	29	SF	12.000
0026		519E12510	SPECIAL - PATCHING CONCRETE BRIDGE DECK (WT: NR)	NR	SY	20.000
0027		530E99040	SPECIAL - STRUCTURES (WT: 29)	29	LS	1.000

Section 0012 STRUCTURE REPAIR (7000421)

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0028		519E12510	SPECIAL - PATCHING CONCRETE BRIDGE DECK (WT: NR)	NR	SY	12.000
0029		530E99040	SPECIAL - STRUCTURES (WT: 29)	29	LS	1.000

Project Number: 243004

Section 0013 ENGINEERING AND SURVEYING SERVICES

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0030		690E20010	SPECIAL - AS-BUILT CONSTRUCTION PLANS (WT: NR)	NR	LS	1.000
0031		690E20020	SPECIAL - FIELD SURVEYS (WT: NR)	NR	LS	1.000
0032		690E20030	SPECIAL - UTILITY COORDINATION AND RELOCATION (WT: NR)	NR	LS	1.000
0033		690E20040	SPECIAL - PRELIMINARY DESIGN (WT: NR)	NR	LS	1.000
0034		690E20050	SPECIAL - FINAL DESIGN (WT: NR)	NR	LS	1.000
0035		690E20080	SPECIAL - SUBSURFACE INVESTIGATIONS (WT: NR)	NR	LS	1.000
0036		690E20220	SPECIAL - CONSTRUCTION PLANS (WT: NR)	NR	LS	1.000

Section 0014 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0037		100E51200	DEPARTMENT'S SHARE OF THE DISPUTE RESOLUTION ADVISOR (WT: NR)	NR	EACH	32,000.000
0038		100E99010	SPECIAL - PROFESSIONAL LIABILITY INSURANCE (WT: NR)	NR	LS	1.000
0039		103E99010	SPECIAL - PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0040		108E99000	SPECIAL - CPM PROGRESS SCHEDULE (WT: NR)	NR	LS	1.000
0041		111E10100	SPECIAL - DEPARTMENTS SHARE FACILITATED PARTNERING COSTS (WT: NR)	NR	EACH	10,000.000
0042		619E16020	FIELD OFFICE, TYPE C (WT: NR)	NR	MNTH	24.000
0043		623E99000	SPECIAL - CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0044		624E99000	SPECIAL - 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 expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); 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, Darrtown & 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
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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); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & 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 COUNITIES

	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.

=====

END OF GENERAL DECISION

ODOT
DESIGN BUILD
SCOPE OF SERVICES

PID: 113325 State Project Number: 430125

County: RICHLAND Route: SR-13 Section: 11.01

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1 PROJECT IDENTIFICATION & GENERAL INFORMATION

Table 1-1: Project Identification

PID	113325
State Project Number	430125
County-Route-Section	RIC-13-11.01
Local Route Name (if applicable)	N/A
Highway Functional Classification & Federal Aid System	Urban Principal Arterial (11.01-11.135 & 14.382-14.40); Urban Freeway and Expressway (11.135-14.382);

1.1 Design Designation

The DBT shall use the design designations for each of the facilities below various design elements as specified within the Scope of Services.

Table 1-2: Design Designation

Location	RIC-13 11.01 to 11.135	RIC-13 11.135 to 14.382	RIC-13 14.382 to 14.40
Current ADT	11000	11000	9400
Design Year ADT	12000	12000	10000
Design Hourly Volume	1400	1400	1000
Directional Distribution	55%	55%	54%
Trucks	3%	3%	3%
Design Speed	50 MPH	55 MPH	35 MPH
Legal Speed	50 MPH	50/55 MPH	35 MPH
Design Functional Classification	Principal Arterial	Freeway and Expressway	Principal Arterial
NHS Project	Yes	Yes	Yes

1.2 Existing Plans and Project Information

Available information related to the Project is available in the Document Inventory shown in Table 1-3. The Document Inventory will identify whether the document is designated as “Reference Documents” or “Contractual Appendices”.

Reference Documents appendices are provided for informational purposes only. The Department makes no representation or warranty as to the accuracy, adequacy, applicability, or completeness of the Reference Documents. Except to the extent set forth to the contrary in the Contract Documents, reliance upon the Reference Documents shall be at the Proposer’s risk, and the Department shall have no liability or obligation as a result of the inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents, regardless of the contents thereof.

Contractual Appendices in the Document Inventory are considered binding obligations of the DBT. The DBT shall meet requirements identified in the Contractual Appendices and shall implement the Work in accordance with these requirements.

The Offerors (i.e. prospective Design-Build Teams) shall examine the information provided in the Document Inventory to determine if the information accurately depicts existing field conditions.

The following existing plans are considered part of the Document Inventory and are available for review:

- EX-01_RIC-13-10.82 (1979) Resurfacing
- EX-02_RIC-13-10.83 (1964) Original Construction and ROW
- EX-03_RIC-13-11.01 (2010) Pavement Repair and Guardrail
- EX-04_RIC-13-11.01 (2020) Pavement Repair
- EX-05_RIC-13-17.332 (1999) Bridge, Drainage, Fence, Guardrail and Signing Improvements

The plans identified in the Document Inventory are not as-built plans. All existing plans are considered Reference Documents.

In addition to the existing plans, appendices to the Scope of Services are listed in the Document Inventory and posted on the FTP site.

https://ftp.dot.state.oh.us/pub/districts/D03/113325_RIC-13-11.01/

Table 1-3: Document Inventory

Referenced As	Document	Contractual or Reference Document
Appendix EN - Environmental		
EN-01	Categorical Exclusion	Contractual
EN-02	Level 1 Ecological Survey Report	Reference
EN-03	Regulated Materials Screening	Reference
Appendix GE - Geotechnical		
GE-01	Boring Logs	Contractual
GE-02	Geotechnical Profile	Contractual
GE-03	Subgrade Analysis	Reference
Appendix GN - General		
GN-01	Crash Analysis Module	Reference
Appendix LD - Location and Design		
LD-01	Design Exceptions	Contractual
Appendix MT - Maintenance of Traffic		
MT-01	MOT Notes	Contractual
Appendix PA - Pavements		
PA-01	Pavement Type Approval	Reference
PA-02	Pavement Type Selection Request Form	Reference
Appendix SU - Survey		

Referenced As	Document	Contractual or Reference Document
SU-01	Survey Control	Contractual
SU-02	Survey Data	Reference
Appendix TC - Traffic Control		
TC-01	Traffic Forecast Table	Reference
TC-02	Traffic Forecast Summary - Mainline	Reference
TC-03	Traffic Forecast Summary - Ramps	Reference
TC-04	Signing and Pavement Marking Concept (City of Mansfield)	Reference
Appendix UT - Utilities		
UT-01	Existing Utility Data	Reference

1.3 Railroad Coordination

Railroad coordination is not needed for this project due to the lack of rail interaction on the project.

1.4 Airway/Highway Clearance

The DBT shall prepare and submit (file) the Airway/Highway Clearance Analysis in accordance with Federal Aviation Administration (FAA) requirements and the [FAA Notice Criteria Tool](#). The DBT shall convey all relevant documentation to ODOT and coordinate with the ODOT District 3 FAA Coordinator, Ethan Caudill for review and obtain all necessary approvals. The DBT shall account for the required time to obtain approvals in their schedule and will not be able to start work until the approvals and documentation are received by the ODOT District 3 FAA Coordinator.

The FAA will reach determinations which may require additional actions from the DBT. The DBT shall comply with all requirements of the FAA put forward in the determination letters and maintain the determination letter as per the FAA's requirements for the duration of the Project.

The following airway facilities are within the vicinity of the Project:

1. Mansfield Lahm Regional Airport - 4.3 miles
2. Rall Field-320H - 5.3 miles
3. AU Heliport - 3.3 miles
4. Mansfield General Hospital Heliport - 1.1 miles

2 PRE-BID MEETING

The Department has determined that a pre-bid meeting will not be offered for the Project.

3 CONTRACTOR PRE-QUALIFICATION

It is required that the Bidder be a Contractor prequalified in accordance with Section 102.01 of PN 126. The Contractor or one of the subcontractors identified in the Proposal must be prequalified for all Work Type Codes included in the Proposal.

The Bidder is also required to have engaged the services of an ODOT pre-qualified Consultant (Designer) in accordance with Section 4 (Designer) of the Scope of Services to constitute the DBT.

If the Contractor, Designer, and/or the sub-consultant(s) submitted do not meet all the required qualifications, the Office of Contract Sales may reject the bid.

4 DESIGNER

Each Offeror shall name the Designer and all design sub-consultant(s) in the electronic form on the following web-page prior to Bid submittal:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Scope.aspx>

Each Offeror must list relevant prequalification categories for the Designer and each design sub-consultants to show that the prequalification requirements listed below are satisfied. All consultant names and addresses must be the same as that on file with the Department as found on the following listing:

<https://www.dot.state.oh.us/Divisions/Engineering/Consultant/Pages/firm-preq-list.aspx>

The Designer or sub-consultants of the Designer must be prequalified to perform design work associated with the following prequalification categories:

1. Basic Traffic Signal Design
2. Complex Roadway Design
3. Geotechnical Engineering Services
4. Level 1.1 Bridge Design
5. Subsurface Utility Location Services

In accordance with Section 104.011 of PN 126, design services that require prequalification may only be performed by firms that are prequalified for those services at the time of performance of the services.

Restrictions on Participation in design-build contracts:

Any Consultant who provided services to the Department that have been directly utilized in this design-build Proposal or Scope of Services document will NOT be eligible to participate in this design-build contract for this Project, either as a prime consultant or as a sub-consultant.

The following consultants have been identified as being precluded from participation:

- Chagrin Valley Engineering, Ltd.
- HNTB Ohio, Inc.

5 SCOPE OF WORK

Project Description:	Major rehabilitation of SR-13 from S.L.M. 11.01 (Hanley Rd) to 14.40 (0.02 miles south of East Raleigh Ave.) including full depth pavement replacement (using both full depth removal and rubblize and roll) with new underdrains, guardrail replacement, culvert repairs, bridge repair, signing and pavement markings, minor grading, and maintenance of traffic.
Completion Date:	August 31, 2026
Warranties:	N/A

The approximate Project Limits for each applicable roadway are provided in Table 5-1.

Table 5-1: Approximate Project Limits

Roadway Name	Begin	End
SR-13	SLM 11.01 (90' south of centerline Hanley Road)	SLM 14.40 (70 north of centerline Chilton Ave)
Hanley Road	Perpendicular across Hanley Road from west end of westernmost curb return radius	Perpendicular across Hanley Road from east end of easternmost curb return radius
Straub Road	Perpendicular across Straub Road from west end of westernmost curb return radius	Perpendicular across Straub Road from east end of easternmost curb return radius
Cook Road Ramp W (On-Ramp to SR-13)	Cook Road edge of pavement	End ramp merge to SR-13
Cook Road Ramp E (Off-Ramp from SR-13)	Begin ramp merge from SR-13	Cook Road edge of pavement
Main Street Ramp A	350' north of the centerline of Ridgewood Blvd	End ramp to SR-13
Main Street Ramp C	Begin ramp merge from SR-13	350' north of the centerline of Ridgewood Blvd

Work Limits shall be determined by the DBT.

The Consultant shall provide for the engineering services, design, and preparation of detail construction plans for the construction of the proposed Project.

The Contractor shall provide for the furnishing of materials, construction and completion in every detail of all the work described in the Contract Documents to fulfill the intent of the Contract.

6 FIELD OFFICE

Field office Type C as required by Construction and Material Specification Item 619, shall be available and completely functional no later than 90 days after Project award until 90 days following Work complete. The field office requirements are only applicable to the Department's personnel.

7 GENERAL PROVISIONS FOR THE WORK

7.1 Governing Regulations

All services, including but not limited to survey, design and construction work, performed by the DBT and all subcontractors (including sub-consultants), shall be in compliance with all applicable ODOT Manuals and Guidelines.

It will be the responsibility of the DBT to acquire and utilize the necessary ODOT manuals that apply to the design and construction work required to complete this Project.

The current edition, including updates released on or before the date original advertisement, of the following ODOT Manuals and Guidelines shall be met or exceeded in the performance of the design and construction work required to complete this Project:

Bridge Design Manual

Location and Design Manuals

Volume One - Roadway Design

Volume Two - Drainage Design

Volume Three - Plan Preparation

Pavement Design & Rehabilitation Manual

Specifications for Geotechnical Explorations

Geotechnical Design Manual

Survey Manual

Construction and Material Specifications

Proposal Notes for Construction and Material Specifications

Supplemental Specifications for Construction and Material Specifications

Item Master

Manual for Abandoned Underground Mines - Inventory and Risk Assessment

Pavement Design and Rehabilitation Manual

State Highway Access Management Manual

Standard Construction Drawings

Plan Insert Sheets

Traffic Engineering Manual

Ohio Manual of Uniform Traffic Control Devices

Sign Design and Markings Manual

Real Estate Administration Policies and Procedures Manual:

Appraisal

Acquisition Property Management

Relocation

ROW Plans

Utilities

Wireless Communication Tower Manual
Environmental Services Handbooks and Guidelines
Waterway Permit Manual
Design Mapping Specifications
CADD Engineering Standards Manual
Federal Aviation Administration

7.2 CADD files supplied by the DBT

The DBT shall comply with ODOT's CADD Standards, and supply files in accordance with the CADD Engineering Standards Manual for OHDOT CONNECT. All data shall be provided to the Department according to the provisions as detailed under the appropriate CADD links accessed from the Department's Division of Engineering's website. This includes, but is not limited to, the level assignments, symbols, lines and line styles that are to be used, line weights, cells, placement of text and file naming conventions.

The websites can be accessed at the following URL address:

<https://www.transportation.ohio.gov/working/engineering/cadd-mapping/cadd/>

The Department will accept CADD files through electronic media.

1. The DBT shall submit all CADD information produced in the process of plan development. All CADD information shall be submitted in the current version of MicroStation (*.dgn) format as indicated in the CADD Engineering Standards Manual for OHDOT CONNECT. The DBT shall provide a comprehensive set of complete and accurate CADD data which is compatible with ODOT's CADD systems with no additional work or modification.
2. The DBT shall submit all information produced in the process of plan development according to L&D Volume 3, Section 1500.

The DBT shall use a separate file name for each horizontal or vertical alignment. The DBT shall provide required ASCII report content in accordance with the CADD Engineering Standards Manual.

These requirements and procedures may be updated from time to time with notification provided on the ODOT Division of Engineering website. The DBT shall use ODOT cell files and ODOT seed files consistent with the version of the requirements identified in Section 7.1 (Governing Regulations).

7.3 Pre-Award Conference

Within 7 days following Bid opening, the apparent successful DBT shall attend a mandatory pre-award conference. This confidential meeting will be held with the Office of Contract Sales in the Division of Construction Management to discuss the DBT's bid of the lump sum items. The DBT shall be prepared to discuss general items of Work included within the lump sum bid items, approximate amounts of Work included within the DBT's Bid Items, and general design approach and design concepts for the Work. Other Department representatives familiar with the Project may attend.

While not required, the DBT may prepare general engineering information to be presented to the Office of Contract Sales to help explain design concepts and quantities. This information will be used only by the Office of Contract Sales to assist in understanding the DBT's bid for award recommendation purposes.

No shared concepts, shared quantity information, discussions, comments made or shared by either party will be considered binding, a revision to the Contract Documents, or acceptance or validation of any design concept or assumed quantities of Work.

7.4 Partnering Agreement

The DBT is required to enter into a partnering agreement with the Department that is:

- Facilitated
- Self-Facilitated

A partnering agreement with the Department on this Project. The objective of this agreement is the timely completion of the Work and a quality product that will be a source of pride to both the Department and the DBT. Partnering will not affect the terms and conditions of the contract. The partnering agreement is a document which is solely intended to establish an environment of cooperation between the parties. The costs associated with the partnering process will be in accordance with Proposal Note 111 (Facilitated Partnering).

7.5 Communication

All communication during design and construction shall be with the District Project Manager and the District Project Engineer.

District’s Project Manager’s Name:	Nicholas Foster
Phone number:	419.207.7063
E-mail:	Nicholas.Foster@dot.ohio.gov

District’s Project Engineer’s Name:	The District Project Engineer will be named at the Pre-Design Meeting
Phone number:	TBD
E-mail:	TBD

At the Pre-Design Meeting, the DBT shall name a Project Manager who will act as a liaison between the DBT and the Department.

7.6 Permits

The DBT shall ensure that the Project is constructed and maintained in accordance with all requirements, regulations, and applicable permits required for the Project. This includes the permits described herein and any additional permits not specifically identified in the Contract Documents.

Unless noted otherwise in the Contract Documents, the DBT shall obtain all necessary permits and pay all charges, fees and taxes associated with these permits (e.g., city street opening permits, street crossing/equipment moving permits, water department fees, sewer permits, rail permits and

fees, etc.). The DBT shall be responsible for any fines levied by regulatory agencies as a result of their construction activities or non-compliance with any permit special or general conditions.

The DBT shall obtain a permit from the State or local government having jurisdiction to perform any non-construction work within the existing Right of Way and/or limited access.

7.7 Entry on Private Property

The DBT, acting as The Department’s agent, may enter upon any lands within the State for the purpose of inspecting, surveying, leveling, digging, drilling, or doing any work deemed necessary in the execution of any survey authorized by the Director of Transportation in accordance with Section 5517.01 of the Ohio Revised Code and ODOT’s Survey Manual. Prior to performing said survey, the DBT will send notification letters indicating the date and duration of entry to the affected property owners no less than forty-eight hours nor more than 30 days prior to the date of entry for said survey in accordance with ODOT’s Survey Manual. The DBT shall forward copies of all notification letters distributed to ODOT’s Project Manager.

Any subsequent claims for compensation due to damages incurred while said activities were performed will be negotiated between the DBT and the affected property owners with final approval from ODOT’s Project Manager. Crop and property damage minimization and reimbursement information, together with the crop damage reimbursement formula and Special Waiver of Damage form, will be provided to the DBT by ODOT’s Project Manager.

Any subsequent entries onto private property for the purpose of obtaining additional survey or soil information prior to the submission of the Bid will be made in accordance with the procedures outlined in this section.

8 ENVIRONMENTAL

The DBT shall ensure that the Project is designed, constructed and maintained in accordance with all environmental requirements, regulations, and applicable permits required for this Project.

8.1 NEPA & Environmental Commitments

The DBT shall perform all environmental commitments as described in Table 8-1 unless otherwise specified in the Contract Documents.

Table 8-1: Environmental Commitments

Source	Description of Commitment
Environmental Document	Department will obtain the appropriate waterway permit prior to any work below the ordinary high water mark at channels.

The DBT shall:

1. Monitor and document Work to demonstrate compliance with environmental commitments.
2. Provide documentation of environmental commitment compliance at request of the Department.

3. Follow Department and local regulations regarding dust control, adhering to dust control measures outlined in C&MS 616.
4. Adhere to local City ordinances for vehicle idling and all current U.S. Environmental Protection Agency (EPA) air quality regulations.

If the DBT becomes aware of any failure to perform an environmental commitment, the DBT shall notify the Department immediately.

8.2 Environmental Permits

The DBT shall:

1. Be aware of all applicable environmental permits related to the Work.
2. Coordinate with the Department and prepare applications and other relevant information necessary to obtain all environmental permits required to perform the Work.
3. Comply with all conditions imposed by environmental permits in design and construction.
4. Notify the Department regarding any failure to comply with conditions of the environmental permits.
5. Maintain and update environmental permits to ensure they are in effect during the Work.
6. Coordinate with the Department and submit any documents regarding updates required for environmental approvals to the Department for coordination with the regulatory agency.

If the DBT modifies elements required by the Contract used as the basis for obtaining a permit, the DBT accepts all responsibility for associated cost and schedule impacts resulting from the permit modification process and accepts the risk that the regulatory agency may not approve the proposed permit modification.

At no time shall the DBT coordinate environmental permitting issues directly with the regulatory agencies, unless directed to do so by the Department. The DBT shall not commence with Work covered by environmental permits until the applicable permit approval is obtained from the regulatory agency.

Table 8-2 identifies work performed by the Department related to various environmental permits and the status of Department activities. Table 8-2 is not a comprehensive list of the environmental permits required to perform the Work. Unless otherwise noted, the DBT shall be responsible to obtain all necessary environmental permits and pay all charges, fees and taxes associated with these permits.

Table 8-2: Status of Department Activities for Environmental Permits

Agency	Permit/Approval	Status
Department	NOI	See Section 8.3. The Department will submit once information is provided by the DBT.

Agency	Permit/Approval	Status
U.S. Army Corps of Engineers (USACE)	ODOT RGP-B Maintenance	The DBT shall provide the appropriate design information to the Department for the waterway permit. Existing plan information is not sufficient for the waterway permit to be received prior to project sale.
Ohio Environmental Protection Agency (OEPA)	NPDES	If required, to be submitted by the Department to OEPA upon receipt of EDA from the DBT.

The DBT shall acquire required noise permits and/or variances from the local jurisdiction.

The DBT shall be responsible for any fines levied by regulatory agencies as a result of their construction activities or non-compliance with any permit special or general conditions.

8.3 Temporary Sediment and Erosion Control

The DBT shall be responsible for designing and implementing all temporary sediment and erosion controls in accordance with SS 832 and the Ohio NPDES general permit for storm water discharges from construction activities (NPDES Permit). For information about OEPA's NPDES Permit requirements, see: https://epa.ohio.gov/dsw/permits/GP_ConstructionSiteStormWater.

The DBT shall submit information to the Department for development of the Notice of Intent for the NPDES Permit, including the total acreage of earth disturbing activities for both off Project and on Project Work. It is noted that rubblize and roll operations conducted in accordance with CMS Item 320 do NOT constitute an earth-disturbing activity. The DBT shall assume that approval from OEPA will require a minimum of 31 days following submittal to the ODOT Project Manager. Earth disturbing activity is not permitted prior to approval of coverage under the NPDES Permit.

The NOI will be submitted by the Department to the OEPA within 10 days after information is received from the DBT. Approval from the OEPA takes 21 days and the ODOT Project Manager has 10 days to file the NOI.

For projects that require an NOI, the DBT must develop a Storm Water Pollution Prevention Plan in accordance with SS832 and the NPDES Permit. The DBT shall not initiate any earth disturbing activity until the SWPPP is approved.

The DBT shall be compensated for furnishing and installing items related to temporary sediment and erosion control requirements. The Department will compensate the DBT through an encumbered amount included in the Proposal as a non-bid reference number. The Proposal specifies the unit prices for the temporary sediment and erosion control items. Payments for temporary sediment and erosion control items that exceed the encumbered amount will be made through an Extra Work Change Order using the specified unit prices. The specified unit prices are fixed for the Contract Documents and may not be negotiated or adjusted for inflation or claimed changed condition.

All temporary erosion control items shall be removed before the Project is accepted. Removed materials shall become the property of the DBT and shall be disposed of in accordance with the appropriate C&MS specifications.

8.4 Regulated Materials

The DBT shall meet all regulatory conditions imposed with regulated materials, including hazardous materials, associated with the Project. The DBT shall characterize, collect, contain, and properly dispose of all waste generated or encountered during the Work. The DBT shall ensure that the site is properly contained during construction so that regulated materials do not migrate off-site. The DBT shall prepare and implement a Spill Prevention Control and Countermeasures (SPCC) Plan per the requirements of 40 CFR Part 112 that provides specific guidance for managing, handling, and disposing of regulated materials that may be encountered within the Right-of-Way and for protecting the health and safety of all on-site personnel and the general public.

If any unknown regulated materials are discovered through work on the Project, the DBT shall notify the Department immediately and shall follow the SPCC Plan, as well as all appropriate regulations.

8.4.1 Asbestos

Based on the work being performed on this Project, an Asbestos Survey was not performed and is not required.

8.5 Wetlands

The DBT shall demarcate the wetland area located along the east side of SR-13 between Hanley Road and the I-71 SB exit ramp (SLM 11.15 to SLM 11.42) with orange snow fence and shall not place any temporary or permanent fill in the wetland area during construction of this Project. The DBT shall not place any equipment within wetland boundaries. If debris enters wetland during construction, the DBT shall remove the debris immediately utilizing equipment staged outside of the wetland boundaries.

8.6 Noise Analysis and Noise Barriers

Based on the type of work being performed on this Project, neither a noise analysis or noise barriers are required.

9 RIGHT OF WAY (ROW)

The DBT shall perform all necessary construction work for the Project within the Project Right of Way (ROW).

The DBT shall locate existing right of way lines based on requirements specified in Chapter 4733-37 of the Ohio Revised Administrative Code (Board Rules) governed by regulations outlined in Chapter 4733, Ohio Revised Code (Regulation Laws). The DBT shall research existing right of way information from all available sources including but not limited to ODOT records, County road records, Commissioners' Journals and records of other County offices to the extent necessary to provide an accurate basis for the establishment of the existing right of way.

The DBT will stake and flag the existing right of way in the field prior to the start of construction and will maintain stakes and flags throughout the duration of the Project.

The DBT shall identify all right of way encroachments on the construction plans with the Interim Design submission. ODOT’s Project Manager will be responsible for clearing all encroachments on Federal-aid projects in accordance with standard encroachment removal.

9.1 Temporary Easements - N/A

10 UTILITIES

Due to the nature of Project work, utility impacts are not anticipated by proposed construction activities. Utility contact information is provided in this section however utility coordination has not occurred. The DBT shall coordinate all permanent and temporary utility impacts with the respective utility owners, however the DBT shall only be responsible to relocate or adjust publicly owned utilities and utility appurtenances that are within public right of way that is not within limited access right of way. This applies to the west side of SR-13 at the north end of the Project.

10.1 Existing Utilities

The District Utility Coordinator, in coordination with the registered underground utility protection services, Ohio 811, and other utility owners that are non-members of any utility protection services, has determined that the utilities identified in Table 10-1 may be located in the area of the Project.

Table 10-1: Utility Contacts and Status

Utility Owner	Utility Contact	Relocation Status
Brightspeed	175 Ashland Rd. P.O. Box 3555 Mansfield, OH 44907 (419.755.7956)	
Charter	1575 Lexington Ave. Mansfield, OH 44907 (419.756.3338)	
Everstream	1228 Euclid Ave., Suite 250 Cleveland, OH 44115 (234.521.2999)	
City of Mansfield	30 North Diamond, St. Mansfield, OH 44902 (419.755.9702)	
Columbia Gas of Ohio	1021 North Main St. Mansfield, OH 44903 (419.619.8029)	
Marathon Pipeline	539 South Main St. Findley, OH 45840 (419.884.0800)	

Utility Owner	Utility Contact	Relocation Status
ODOT District 3 (traffic)	906 Clark Ave. Ashland, OH 44805 (419.207.2868)	
Ohio Edison	1717 Ashland Rd. Mansfield, OH 44905 (419.521.6214)	
Ohio Edison Transmission	76 South Main St. Akron, OH 44308 (330.384.5180)	
Richland County Sanitary Engineer	1740 Fleming Falls Road Mansfield, OH 44903 (419.774.5189)	

10.2 General Requirements

The DBT shall:

- A. Coordinate with the owners of all public and private/investor utility facilities affected by the Project.
- B. Coordinate with the utility owners, third-parties and stakeholders to resolve all utility conflicts encountered on the Project.
- C. Resolve any conflicts between utility facilities and the construction of the Project.
- D. Coordinate the completion of all utility relocations with the respective utility owners and stakeholders.

The DBT shall put forth all efforts required to coordinate and resolve utility conflicts within the schedule and shall accept the associated cost and schedule risk, regardless of the entity performing the utility adjustment work, except as described in Section 10.8 (Deadlines and Delays).

The Department will solely determine compensable rights related to utility design, relocation, modification and construction for each conflict. When warranted, the Department will compensate the respective utility owner directly as outlined in Section 10.11(Reimbursement and Deposit Processes).

No additional compensation will be made to the DBT for delays, inconveniences, or damages sustained by the DBT due to interference from the utilities or utility work.

The DBT shall be responsible to verify all utility relocation to ensure that the relocation work does not interfere with other proposed construction activities, including relocations of other utilities.

All required utility relocation work within limited access right of way shall be subject to the ODOT permitting process prior to the start of any relocation Work.

10.3 Governing Regulations for Utility Design and Construction

The DBT shall be responsible for the design and construction of utility adjustments for the following utilities:

Waterlines, storm sewers and sanitary sewers within public right of way that is not within limited access right of way and are impacted by the DBT's design or damaged by construction activities. This includes adjustment of utility appurtenances.

All utility work performed by the DBT shall be consistent with the Department's Utility Relocation Manual and must meet the Federal Highway Administration (FHWA) "Buy America" policy requirements of 23 USC313 and 23 CFR 635.410. Utility work shall be in accordance with ODOT's 8100 Policy for Accommodation of Utilities and 8200 Procedure for Utility Relocations, Adjustments and Reimbursement.

The DBT shall perform all utility work in compliance with the following:

- A. The utility owner's specifications, standards of practice and construction methods;
- B. Applicable ODOT design and construction standards;
- C. Local public agency specifications, standards of practice and construction methods; and/or

The DBT shall prepare utility relocation plans in accordance with the requirements of the Contract Documents for plan preparation and show, at a minimum, the following information: existing topography, right-of-way, lanes of travel, and the location of the existing utilities. When the DBT develops utility relocation plans, they shall be subject to review and approval by the utility owner and ODOT's District Utility Coordinator in accordance with the design submittal requirements of the Contract Documents.

10.4 Utility Coordination

The DBT shall design the Project construction work to minimize the scope and extent of utility conflicts and relocations. The DBT shall not design or construct the Work in a way that precludes legal occupancy of the highway right-of-way by the adjusted utility.

When utility relocations are necessary, coordination and scheduling of these relocations with the involved utilities shall be the responsibilities of the DBT.

Only those utilities affected by the Project shall be relocated or adjusted. If the DBT desires the temporary or permanent relocation or adjustment of the utilities for the DBT's benefit, the DBT shall conduct all negotiations with the utility owners and pay all costs associated with the relocation or adjustment. The DBT shall assume all schedule and cost impacts from these relocations or adjustments.

The DBT shall perform the following services related to utility coordination:

- A. Identify and locate all utility conflicts.
- B. Confirm the identification and contact information of the utilities within the Project area as provided by the District Utility Coordinator to verify the nature, extent and location of their existing facilities.
- C. Minimize potential delays and coordinate the efficient relocation of affected utilities.

- D. Provide all Project construction documents, other utility relocation plans, subsurface utility engineering (SUE) information, and geotechnical information for relocation of utilities.
- E. Coordinate all Project work and utility work with the affected utility owners.
- F. Schedule and conduct utility coordination meetings during the Project design and construction process.
- G. Maintain and update the utility coordination information monthly and make that information available to the District Utility Coordinator.

10.5 Notification

In accordance with ORC 153.64 and at least two (2) days prior to commencing construction operations in an area that may affect underground utilities, the DBT shall notify the Department, registered underground utility protection services, Ohio 811, and other utility owners that are non-members of any utility protection services.

10.6 Utility Coordination Meetings

The DBT shall schedule and conduct utility coordination meetings commensurate with the complexity of each utility's relocation issues. The DBT shall notify the Department at least three (3) business days in advance of each of the meetings. The Department will participate as necessary. The DBT is responsible for generating meeting minutes within two (2) business days after the meeting and submitting those meeting minutes to the Department.

10.7 Scheduling of Utility Relocation Work

The DBT shall obtain activity durations for all utility relocation work-related activities from the representative utility owner for incorporation into the DBT's Project Schedule. The DBT shall provide all documentation supporting the utility owner's concurrence with the activity durations included in the Project schedule.

The DBT shall pay all related acceleration costs incurred by the utility owner if the DBT requests acceleration of utility relocation work. These acceleration costs are NOT eligible for reimbursement to the Utility by the Department.

The DBT shall review the utility's design to ensure that the relocation does not interfere with other proposed construction activities, including relocations of other utilities. The DBT shall complete this review no later than fourteen (14) calendar days after its submission to the DBT, unless a different time period is expressly agreed to by both parties. The DBT shall compile and provide written review comments to the Department and the utility owner.

10.8 Deadlines and Delays

The DBT shall monitor the progress of all activities associated with utility relocations and promptly notify the Department when the progress of the activity controlled by a utility owner or a duration of relocation provided by the utility is not consistent with the durations obtained in Section 11.7 (Scheduling of Utility Relocation Work).

The DBT may ask the Department to issue an Obstructive Removal Notice upon submission of sufficient documentation confirming that a utility owner has failed to perform within the schedule activity durations developed in Section 10.7 (Scheduling of Utility Relocation Work).

The Department will solely determine if the Obstruction Removal Notice is to be issued. An Obstruction Removal Notice only governs the relocation process when the utility in question is located within the public road right-of-way. If a utility is located within the utility owner's easement, the notice does not apply and the relocation delay responsibility is based on the relocation schedule provided by the utility.

The Department will not be responsible for payment of delay claims associated with utility coordination/relocation unless the DBT is able to provide the Department with sufficient documentation for an Obstruction Removal Notice or failure of the utility to meet its utility relocation schedule.

10.9 Changes to Utility Relocation Work

The DBT shall not make any changes to the Project that would necessitate additional relocation of the utility once a utility relocation by the utility has begun. The DBT shall absorb the schedule impact and provide full compensation for one hundred percent (100%) of all costs (design and construction) associated with the additional relocation incurred by the utility owner if changes occur after relocation design or construction work has begun. The DBT shall provide all documentation related to changes in utility relocation work.

10.10 Utility Owner Inspections

The utility owner may inspect construction of any utility work performed by the DBT on the utility owner's facility. The DBT shall notify the Department of any such inspections. The DBT shall provide the Department with written documentation of all utility comments and resolutions.

The DBT shall provide safe access, including any necessary traffic control, for any utility work inspections performed by the utility owner.

10.11 Reimbursement and Deposit Processes

The DBT shall immediately notify the Department if a utility owner notifies the DBT that it believes any utility relocation work is reimbursable to that utility owner or if the utility believes an easement acquisition by the Department is required. The Department's District Utility Coordinator will work with the utility owner to confirm the compensable position and perform the Department's utility reimbursement process.

The DBT shall work with the District Utility Coordinator to determine how the utility will be made responsible for providing a deposit to cover the cost of that utility installation support if the Project contains construction work to support the installation of a private/investor owned utility company's facilities.

10.12 Continuity of Utility Service

The DBT shall ensure that all utilities remain fully operational during all phases of the Project, except as specifically approved by the utility owner. The DBT shall obtain approvals from the

applicable utility owners for all necessary interruptions of service, including proposals for shutdowns and temporary diversions of affected utilities.

The DBT shall immediately alert the utility owner, the Department and occupants of nearby premises as to any utility related emergency (e.g., accidental breakage) which interrupts service. The DBT will coordinate with the utility owner to restore service. If service is interrupted, the DBT shall continue efforts to repair until any interrupted service is restored.

The DBT shall obtain approval for continued service from the local fire department authority prior to initiating Work which may impact fire hydrants.

Where the DBT is responsible for performance of utility relocation work, the DBT shall:

1. Maintain service continuity to the extent practicable while performing the utility relocation work.
2. Keep the utility owner fully informed of schedules, including coordinating with the utility owner with regard to the DBT's design, construction and inspection of the utility relocation work.
3. Coordinate any changes with the utility owner.
4. Keep the utility owner involved in making decisions that affect the utility owner's facilities so the utility owner is able to provide uninterrupted service to its customers, or be subject to the least interruptions practicable.

10.13 Existing Utility Locations

The DBT shall verify the actual location of all underground utilities, including type, number and depth. The DBT is responsible for verifying the actual location of all overhead utilities including type, number, and elevation of lines and all above ground utility facilities.

10.14 Utility Conflicts

Additional unknown utilities may be present that may or may not conflict with the Project. The DBT shall identify, verify and document all utility conflicts and potential utility conflicts encountered during the performance of both design and construction work.

10.15 Protection of Utilities

The DBT shall take all necessary precautions to prevent disturbance to utility facilities and coordinate Project design and construction with utility adjustments.

The DBT shall perform work in a manner that will cause the least reasonable inconvenience to the utility owner and those being served by the utility. Existing, adjusted or new utilities remaining within the right-of-way of the Project shall be properly protected by the DBT to prevent disturbance or damage. If the DBT encounters a previously unknown utility that requires adjustment, the DBT shall not interfere with the utility, but shall take the proper precautions to protect the utility, including reporting any unknown utilities to the District Utility Coordinator, or take appropriate actions, per Contract Documents, to coordinate the adjustment of the facility.

10.16 Utility Relocations

The DBT shall coordinate and resolve all utility conflicts with the affected utility owner at no additional cost to the Department.

10.17 Utility Betterments

Any ineligible, unnecessary or betterment to the utility facility will be the responsibility of the utility owner and not the DBT. Determination of eligibility shall be coordinated through the Department. Payment for betterment or ineligibility costs shall be made by the appropriate utility owner through the Department to the utility contractor. Betterment procedures shall follow the Department's Utilities Relocation Manual.

10.18 Subsurface Utilities Engineering (SUE)

Subsurface Utility Engineering Required: Yes No

The DBT shall use an ODOT prequalified SUE location service to field verify all underground utilities prior to beginning any design work and shall incorporate the results in the design.

DBT shall have the SUE perform the following Quality Levels:

- SUE Level A (6 each, locations determined by the Department)
- SUE Level B (DBT to determine quantity)
- SUE Level C
- SUE Level D

The DBT shall coordinate rubblize and roll operations over active utilities with the respective utility owner during design and construction activities to prevent damage to existing utilities.

11 MAINTENANCE OF TRAFFIC (MOT)

11.1 General

The DBT shall be responsible for designing, providing, and maintaining safe and effective traffic control 24 hours a day for the duration of the Project. The DBT shall furnish, install, maintain and remove all traffic control devices. The DBT shall implement Maintenance of Traffic (MOT) in a manner that minimizes both construction duration and impact to the traveling public.

The DBT shall provide written notice to the Department fourteen (14) days in advance of modifications in MOT or traffic patterns, including modifications to the following:

- A. MOT configuration
- B. Access
- C. Detours

- D. Schedule
- E. Duration

In addition to the Department, please also copy the following with all MOT notifications:

- Ohio State Highway Patrol (Mansfield Post)
- Richland County Engineer
- Richland County Sherriff’s Office
- Richland County Transit
- City of Mansfield (Engineer, Police, Fire)
- Mansfield City School District (if detours during school year)
- Washington Township (Fire)

The DBT shall furnish temporary MOT devices compliant with the AASHTO Manual for Assessing Safety Hardware (MASH), as applicable.

11.2 MOT Requirements

The DBT shall be design and implement the MOT in accordance with the requirements referenced in Table 11-1.

Table 11-1: MOT Requirements

Requirement	Detailed Requirement Information
Minimum number of lanes in each direction to remain open during construction	<ul style="list-style-type: none"> • SR-13 - maintain one northbound and one southbound lane of traffic in each direction at all times. Maintain existing left turn lanes on SR-13 at Hanley Road, the length provided should not be less than the existing turn lane length, lengths may be reduced based on required length per Section 400 of the L&D Manual; Maintain existing left turn lanes on SR-13 at Straub Road except when Straub Road traffic is detoured. Portable concrete barrier shall be used between opposing travel directions when clear zone offsets cannot be provided. Pedestrian traffic shall be maintained on the west side of SR-13 at all times from the north Project Limit to approximately 130’ south of Chilton Ave. • Hanley Road - maintain one through lane in each direction at all times. • I-71 Southbound Off-Ramp - maintain one lane of traffic to northbound and southbound SR-13 at all times except when traffic is detoured. • Straub Road - maintain one lane of traffic in each direction to maintain all existing traffic movements at all times except when traffic is detoured. • SR-13 Northbound Exit Ramp to E. Cook Road - maintain one lane of traffic at all times except when traffic is detoured.

Requirement	Detailed Requirement Information
	<ul style="list-style-type: none"> • SR-13 Southbound Entrance Ramp to E. Cook Road - maintain one lane of traffic at all times except when traffic is detoured. • E. Cook Road - maintain one lane of traffic in each direction except during bridge repairs when two-way traffic shall be maintained using flagging operations. • Malone Road - maintain one lane of traffic in each direction except during bridge repairs when traffic will be detoured. • S. Main Street Northbound Entrance Ramp to SR-13 - maintain one lane of traffic at all times except when traffic is detoured. • SR-13 Southbound Exit Ramp to E. Cook Road - maintain one lane of traffic at all times except when traffic is detoured. • Chilton Ave. - Chilton Ave. May be closed and vehicular traffic detoured during construction. See detour restrictions.
Minimum lane width	11' through lanes; 10' turn lanes
SR-13 Part Width Construction	SR-13 construction phase lines shall occur on the permanent edge of lanes following the lane lines. Lane and buffer widths may be reduced when existing conditions create “pinch points”, but portable barrier will be required and shall be anchored as design dictates. Lane widths shall not be less than 10 ft at any time and shall be limited, as approved by the Department.
Restrictions on Night Work	Night work will be permitted outside the City of Mansfield Corp. limits and within the Mansfield Corp. limit between the IR-71SB ramp and Hanley Rd. The northern portion of the Project within the Mansfield Corp. limit (SLM 13.12 to End Project) shall not have work performed between 9PM and 8AM.
Restriction related to hospitals, fire and police, schools, etc.	The DBT shall provide 14-day written advance notice to all agencies listed within Section 11.1 (General) prior to implementing each detour.
Phase Changes	Phase changes shall not occur during weekday peak hour periods. Phase change/traffic pattern change restrictions not to occur weekdays from 6 AM - 9 AM or 3 PM - 6 PM.
Additional lane closures for holidays or special events	Other than long-term lane and ramp closures and restrictions already in-place, no additional or short-term restrictions, or phase changes shall be installed on holidays or special events. Holidays and special events are as-listed in TEM note 642-6.
Closures or Restrictions	No short-term closures or restrictions shall remain in-place when not required for an active work zone or to protect a

Requirement	Detailed Requirement Information
	hazard. Existing or proposed facilities shall be opened as soon as possible, even if allowed by PLCS or other requirements.
Storage of Portable Barrier over Winter Shutdown	Median barrier storage is not permitted. Storage within ramp infield areas is permitted.

If the DBT requires any exceptions to the above table, they shall contact the District Work Zone Traffic Manager (DWZTM) for approval prior to proceeding:

Jared Feller, P.E.
 ODOT District 3 - Work Zone Traffic Manager
 Phone: (419) 207-7058
 Email: Jared.Feller@dot.ohio.gov

Prior to the bid date, if an exception to the above table is anticipated during construction, the DBT is required to submit a pre-bid question for approval. If approval is not received prior to bid, the DBT shall assume that they will have to comply with all requirements of the above table and all MOT requirements below, except as approved by the DWZTM.

11.2.1 Detours

All detour routes have been provided by the Department below and shall be signed by the DBT.

The DBT shall not install conflicting or overlapping detour routes. For any interchange ramps and intersections that are closed, black on orange “Closed” plaques shall be mounted to the face of any associated existing, proposed, or temporary guide signs.

All facilities shall remain open, except when the following ramps and intersections may be detoured using the following routes:

Table 11-2: Ramp Detour Routes

Facility	Description	Detour Route
I-71 Ramp	Exit ramp from SB I-71	I-71 South to SR-97 to I-71 North to SR-13
Straub Rd.		S. Main St. to Hanley Rd. to Woodville Rd. to Straub Rd.
Ramp E	NB exit to Cook Rd.	SR-13 to First St. to S. Diamond St. to Woodville Rd. to Cook Rd.
Ramp W	SB entrance from Cook Rd.	S. Main St. to Hanley Rd. to SR-13
Malone Rd.		S. Main St. to E. Cook Rd. to Woodville Rd. to Malone Rd.
Ramp A	NB entrance from Main St.	South Main St. to W. Cooke Rd. to US-42 (Lexington Ave.) to SR-13
Ramp C	SB exit to Main St.	SR-13 to Hanley Rd. to S. Main St.
Chilton Ave.		W. Raleigh Rd. to Marquis Ave. to S. Main St.

All turning movements from SR 13 to closed side streets will also be detoured using the routes specified in Table 11-2 above and utilizing SR 13. If only one leg of the above intersections is closed at a time, the detour shall be shortened by utilizing SR 13 to the opposite leg of the intersection, if possible.

11.2.2 Window Contract

Disincentives for violations of MOT durations shall be assessed per proposal note PN 129 and the window contract table below:

Table 11-3: Window Contract Table

Description of Critical Work	Days to Complete	Disincentive	Work Window	
		\$ Per Day	Start	End
I-71 Ramp	14 days per phase/ 28 days total	\$10,000	Contract Execution Date	Project Completion Date
Straub Rd.	30 days per phase/ 60 days total	\$1,500		
Ramp E	60 days/1 phase	\$6,000		
Ramp W	60 days/1 phase	\$1,000		
Malone Rd.	14 days	\$500		
Ramp A	60 days/1 phase	\$1,500		
Ramp C	60 days/1 phase	\$6,000		
Chilton Ave.	See Work Window	No Disincentive		
All lanes on all roads returned to original or final configuration with all signs and long-term or final pavement markings installed (Winter Shut-Down)	See Work Window	\$5,000	Second Friday in November	First Monday in April
SR-13 Holiday Restrictions		\$60/minute		

11.2.3 Additional MOT Requirements

In addition to the requirements and restrictions listed within this section, the DBT shall also meet the following Project-specific MOT requirements:

- A. All temporary MOT devices will comply with the Manual for Assessing Safety Hardware (MASH) report and NCHRP-350 report if devices are manufactured prior to 12/31/2019 and meet the Quality Standards for Temporary Traffic Control Devices as applicable.
- B. The limits of the Construction Zone include the length of roadway where work is being performed as well as the limits of the roadway where lane and shoulder restrictions are in-place using pavement markings or channelizing devices, etc.
- C. All intersections within the Project shall always maintain stopping sight distance and intersection sight distance per design standards, or at a minimum, sight distance shall not

- be restricted to less than what is available in the pre-construction condition.
- D. Work zone Class I pavement markings on any existing multi-lane facility, including all ramps, shall comply with wet-reflective requirements per SS 807 and/or SS 873. Wet-reflective work zone pavement markings are not required for any Winter Shut-Down periods. Grooving for recessed pavement markings per SS 850 shall not be used for work zone wet-reflective pavement markings.
 - E. The DBT shall resurface all transition areas within the Construction Zone at the time the associated surface course is being applied (or at the end of the Project). No temporary markings or MOT phase changes are to be placed on final surface course. The resurfacing shall use asphalt concrete surface course and tack coat per Pavement Treatment C in Section 13 (Pavement). The existing pavement shall be removed to a depth necessary to reach the level of the intermediate course of the existing pavement. The resurfacing of all transition areas shall also include the tangent area extending beyond the proposed work limits to the limits of any temporary pavement markings. The resurfacing shall include the entire width of the roadway, including shoulders.
 - F. The DBT shall provide temporary pavement wedges where traffic is required to travel from or onto a pavement surface of a different elevation, including bridge decks. It is not necessary to provide a temporary wedge along lane lines between two thru lanes for a drop-off in conformance with SCD MT-101.90. The minimum slope of the temporary pavement wedge shall be 3:1 along longitudinal joints and 120:1 at transverse joints. These wedges shall be removed prior to placing the specified pavement course. Elevation differences along longitudinal joints located within the traveled lane, between traveled lanes, or between the shoulder and a traveled lane are not permitted during the Winter Shut-down periods.
 - G. The DBT shall include three (3) work days for repairs in their schedule each construction season in order to complete work zone pavement repairs prior to reducing traffic to one lane. Repairs to the existing pavement within the Construction Zone may be required throughout the Project to ensure that existing pavement is traffic-worthy. If the Engineer determines that repairs are required, they shall identify the locations and types of pavement repairs that are required and notify the DBT. The DBT shall make repairs as identified by the Engineer within 7 calendar days of notification. The DBT shall be compensated for these repairs, including maintenance of traffic and mobilization cost, by force account, through the Item 615 Pavement Repairs allowance budget. If the DBT does not make repairs as identified within 7 calendar days, the DBT shall not be compensated for this work, although the performance of this work is still required. Any remaining Item 615 Pavement Repairs allowance budget not utilized will be non-performed, and the allowance budget will be increased as required and as directed by the Engineer.
 - H. If the DBT determines that existing guide signs be removed for construction phasing purposes, they shall either be re-erected or replaced with ground-mounted guide signs on temporary supports and replaced at the end of the project per the requirements of Section 19 (Traffic Control).
 - I. Two portable changeable message signs (PCMS) shall be provided each construction season. The PCMS should be utilized on either end of the project limits to alert the traveling public of lane closures ahead or of any accidents/detours if necessary.
 - J. If any existing lighting is taken out of service for longer than 24 hours, temporary lighting

shall be provided by the DBT, including crossover lighting (if applicable).

- K. The assumed depth of the existing asphalt shoulders is not adequate for maintenance of traffic purposes. If the DBT elects to maintain traffic on existing asphalt shoulders, the existing shoulder pavement shall be removed and replaced with Item 615, Pavement for Maintaining Traffic, Class A.
- L. The DBT shall submit the location of work zone access/egress points for Department review and approval before installation. Design of such access/egress points and acceleration/deceleration areas shall be in accordance with SCD MT-101.30 and the TEM.
- M. The length of acceleration or deceleration lanes for ramps or access points shall be maximized using existing and proposed pavement as much as possible and shall be installed and signed according to appropriate SCDs. If the minimum required acceleration or deceleration distance cannot be achieved by use of existing or proposed pavement, temporary pavement shall be installed.
- N. Where not stated elsewhere in this document, drop-offs in work zones shall be maintained per SCD MT-101.90, including conformance to Condition II in all full-depth pavement replacement locations where the posted speed limit is less than 45 mph.
- O. When developing MOT plans, the DBT shall ensure that drainage is maintained during all phases of construction, and for any temporary pavement that is constructed, and shall include any grading, conduit, and/or structures required to do so.
- P. When opening pavement to traffic, traffic shall only be placed on existing full-depth pavement or new intermediate or surface course asphalt, and all pavement markings shall be in-place.
- Q. When opening traffic for the winter shut-down period on existing pavement, new pavement markings conforming with CMS 642 shall be installed on all existing pavement, whether they were removed for MOT purposes or not.
- R. Work zone pavement markings placed on final pavement surfaces which conflict with permanent traffic configuration pavement markings shall be temporary tape per CMS 740.06.
- S. The DBT shall perform a pre-construction video and a post-construction video for all detour routes and off-state-system haul routes, and identified local maintenance detour routes. Post construction videos shall be obtained as soon as the affected routes are no longer used as a detour or haul route.
- T. The DBT shall provide and use LEOs for the following situations in accordance with TEM note 642-55:
 - For lane closures, the use of LEOs is required during initial setup periods, tear down periods, substantial shifts of a closure point, or when new lane closure arrangements are initiated. LEOs shall be positioned in advance of and on the same side of the lane restrictions or at the point of road closure, and to manually control traffic movements through intersections in work zones.
 - Use of LEOs is required during the entire advance preparation and closure sequence where complete blockage of traffic is required, and at traffic signal installation when impacting the normal function of the signal or the flow of traffic, or when traffic needs to be directed through an energized traffic signal contrary to the signal display.

The above LEO work shall be included in the DBT's base bid for Item 614E11110 - Special Law Enforcement Officer With Patrol Car For Assistance. A quantity of 1000 hours of LEO time shall be included as the basis of bidding for this item.

11.3 Work Zone Speed Reduction

The DBT shall evaluate if a work zone speed reduction is warranted based on the final MOT scheme. The evaluation requirements are listed in Section 600 of the Traffic Engineering Manual.

If a work zone speed reduction is warranted, the DBT shall design and implement signing in accordance with the requirements of SCD MT-104.10 and the TEM.

11.4 Haul Routes

In addition to the requirements of C&MS 105.13, the Progress Schedule shall account for 30 Days for the Department to secure approval for haul routes.

11.5 Additional Plan Submittal Requirements

The DBT shall prepare and submit, as part of each Buildable Unit submittal, a Maintenance of Traffic Plan (MOTP) to the Department for each Buildable Unit. In addition to compliance with all referenced design standards, the MOTP shall also address all aspects of MOT and shall contain specific MOT phasing plans and shall comply with the requirements listed below:

- Cover page/title sheet sealed by an Ohio registered Professional Engineer (P.E.)
- A schedule showing MOT phases and durations. All long-term (as defined in TEM 606-3) lane closures and lane restrictions shall be included and identified. All complete directional roadway closures shall also be identified.
- Discussion of sequence of operations and MOT procedures
- Comply with ODOT Standard Procedure 123-001 (SP) Traffic Management in Work Zones
- Plans at 40-scale showing:
 - The work area
 - Horizontal Lane and Pavement begin/end tapers
 - Temporary pavements and/or structures
 - Location of signs (existing, proposed, covered, and modified, and PCMS units)
 - Locations of typical sections
 - References to applicable Standard Construction Drawings (SCD), Plan Insert Sheets (PIS), and Plan Notes
- Typical sections showing lane widths, pavements markings, drums, portable barrier (PB), limiting stations, work area, drop-offs, etc.
- Sign details for proposed signs and overlays/modifications of existing signs

11.6 Traffic Engineering Manual Notes

The DBT shall design and implement the MOT in accordance with the following TEM notes:

- 642-3 Maintaining Traffic (At All Times)
- 642-4 Maintaining Traffic (Time Limitation on a Detour)
- 642-5 Maintaining Traffic (Winter Time Limitations - use dates in Table 11-3)
- 642-6 Maintaining Traffic (Lanes Open During Holidays or Special Events)
- 642-7 Maintaining Traffic (Lane Closure/Reduction Required)
- 642-8 Maintaining Traffic (Notice of Closure Sign)

- 642-12 Maintain Traffic (Closing Paragraph)
- 642-17 Drum Requirements
- 642-19 Dust Control
- 642-22 Replacement Sign (incidental to Item 614, Maintaining Traffic)
- 642-23 Replacement Drum (incidental to Item 614, Maintaining Traffic)
- 642-24 WorkZone Speed Zones
- 642-25 Designated Local Detour Route (See Section 11.6.1 for additional details)
- 642-27 Work Zone Increased Penalties Sign
- 642-28 Earthwork for Maintaining Traffic
- 642-29 Floodlighting
- 642-30 Work Zone Impact Attenuator for 24" wide hazards
- 642-41 Portable Changeable Message Sign
- 642-42 Maintenance of Traffic Signal/Flasher Installation
- 642-44 Worksite Traffic Supervisor (WTS)
- 642-45 TIM During MOT
- 642-51 Barrier Delineation
- 642-52 Guardrail Delineation
- 642-55 Law Enforcement Officer (with Patrol Car)
- 642-58 Notification of Traffic Restrictions

Depending on the maintenance of traffic plan implemented by the DBT, these TEM notes shall be used as applicable:

- 642-14 Trench for Widening
- 642-15 Overnight Trench Closing (no more than the depth of the surface course of asphalt)
- 642-21 Portable Barrier, 50", As Per Plan
- 642-31 Work Zone Impact Attenuator for Hazards Over 24" and Less than 36" Wide
- 642-35 Work Zone Crossover Lighting System
- 642-43 Advance Work Zone Information
- 642-48 Work Zone RPM, As Per Plan

11.6.1 District MOT Notes

The DBT shall design and implement the MOT in accordance with District 3 MOT notes and requirements as shown in MT-01 (MOT Notes). Some of these District requirements are modifications to MOT notes found in the TEM and referenced in Section 11.6 (Traffic Engineering Manual Notes). These modifications shall be incorporated into the MOT plans.

12 SURVEY

A. ODOT Survey Responsibilities

The Department survey crews have provided the following survey information, listed below:

1. Centerline control and benchmarks
2. Beginning and ending centerline points for the Project
3. At least two benchmarks for the Project (the datum used was that which the Project was originally laid out by)

4. Critical points such as P.C., P.I., P.T., T.S., C.S.

Survey control has been provided in the state plane coordinate system and the DBT may retain the use of state plane coordinates for this Project.

B. DBT Survey Responsibilities

The DBT shall submit all survey data using ODOT's standard field codes and ODOT's standard mapping codes. Reduced point data, in comma delimited ASCII text format, will be provided for all surveyed points. This data will include: point number, North (y) coordinate, East (x) coordinate, elevation and point ID.

The DBT shall not disturb existing monumentation. If the DBT disturbs the monumentation, then the DBT shall replace the monument, in-kind, using a Registered Surveyor, with current registration, recognized by the Ohio State Board of Registration for Professional Engineers and Surveyors. Costs associated with monument replacement caused by DBT disturbance shall be borne by the DBT. The DBT shall provide copies of all monumentation changes to the District Real Estate Administrator.

The DBT shall include all control points, provided by the Department, in the ASCII file supplied by the DBT to the Department. They should retain the original point numbers and coordinate values as assigned by the Department.

The DBT shall provide the following items prior to final acceptance of the Record-Drawing plans:

1. Copies of all field notes (written or electronic) which shall include the following information:
 - a. Date
 - b. Crew members
 - c. Weather conditions, including temperature, barometric pressure, etc.
 - d. Instrument(s) used (Serial Number)
 - e. Raw observation field data
 - f. Other notes as needed
2. Copies of all Deeds, Plats, Maps and other written evidence used to establish points related to the Project including summaries of all parole evidence acquired as a part of the survey operation.
3. Listing of all found monumentation (Horizontal and Vertical).
4. Listing of all monumentation set as part of the Project (Horizontal and Vertical) including reference ties for recovery.
5. All monumentation shall be located utilizing NAD 83 (Horizontal Data), NAVD 88 (Vertical Data).
6. Short report indicating adjustment factors and methods, signed and certified by a Registered Surveyor (State of Ohio). The Registered Surveyor (State of Ohio) shall include in the report the datum used and all associated adjustments used.

13 PAVEMENT

Full Depth Pavement and Shoulder Replacement Limits:

- SR-13 - from SLM11.01 (90' south of centerline Hanley Road) to SLM 14.40 (70 north of centerline Chilton Ave)
- East and West Hanley Road - from SR-13 edge of pavement to the far side of the furthest curb returns
- Straub Road - from SR-13 edge of pavement to the far side of the furthest curb returns
- Cook Road Ramps - full ramp replacements from SR-13 to Cook Road edge of pavement
- Main Street Ramps A&C - full ramp replacement from SR-13 to 350' north of the centerline of Ridgewood Blvd.
- Chilton Ave. - no pavement replacement required unless impacted by SR-13 construction.

The following pavement designs have been approved for the Project:

A. Design 1: Applies to mainline travel lanes

- Item 202 - Wearing Course Removed, 6" +/- Avg. Thickness
- Item 442 - 1.25" Asphalt Concrete Surface Course, 9.5mm, Type A (447)
- Item 407 - Tack Coat
- Item 442 - 1.75" Asphalt Concrete Intermediate Course, 12.5mm, Type A (446)
- Item 407 - Tack Coat
- Item 301 - 4" Asphalt Concrete Base, PG64-22, (449)
- Item 320 - Filler Aggregate
- Item 320 - Rubblize and Roll

B. Design 2: Applies to mainline and sideroad travel lanes and paved shoulders, and emergency vehicle paved crossover areas

- Item 202 - Pavement Removed, (6" +/- Asph. + 9" +/- Conc. Avg. Thickness (concrete pavement not present under mainline shoulders)
- Item 442 - 1.25" Asphalt Concrete Surface Course, 9.5mm, Type A (447)
- Item 407 - Tack Coat
- Item 442 - 1.75" Asphalt Concrete Intermediate Course, 12.5mm, Type A (446)
- Item 407 - Tack Coat
- Item 301 - 4" Asphalt Concrete Base, PG64-22, (449)
- Item 304 - 6" Aggregate Base
- Item 204 - Subgrade Compaction

C. Design 3: Applies to pavement areas that are impacted by removal of temporary pavement markings

- Item 254 - Pavement Planing, 1.25"
- Item 407 - Tack Coat
- Item 442 - 1.25" Asphalt Concrete Surface Course, 9.5mm, Type A (447)

D. Design 4: Applies to ramp travel lanes and shoulders to the physical gore of mainline SR-13

- Item 452 - 7" Non-Reinforced Concrete Pavement, Class QC1P with QA/QC
- Item 304 - 6" Aggregate Base
- Item 204 - Subgrade Compaction

Asphalt concrete for the intermediate and surface course installed on the project shall use anti-segregation equipment per 401.03 C.

Pavement Designs 1-4 shall be used as follows:

- Design 1 or Design 2 for mainline travel lanes, however Design 2 must be used within 100' of waterline crossings at Hanley Rd, Cook Rd, and Malone Rd.
- Design 1 may be utilized for sideroad intersections if rigid concrete underlayment is present.
- Design 2 for mainline shoulders, median crossover, and sideroad pavements that do not contain rigid concrete pavement.
- Design 2 for the SR-13 approaches to the bridges over Ramp C with pavement replacement limits based on a 250:1 profile transition rate.
- Design 3 pavement to restore pavement surfaces within and beyond the Project limits that are impacted by temporary pavement removal scarring or cross over construction. Additional resurfacing beyond the Project limits may also be required to transition the profile due to variation between existing and Design 1 pavement thickness. Design 3 pavement restorations shall be for the full width of the pavement or the direction of travel for divided roadways.
- Design 4 for all ramp pavements from the beginning/end of the ramp to the physical gore of SR-13.

Aggregate maintenance crossovers are present in the median at some drainage structures. The DBT shall restore aggregate cross overs impacted by construction.

The DBT shall install longitudinal rumble strips along the inside and outside shoulders of SR-13 in accordance with CMS 618 and standard construction drawing BP-9.1 within the Project limits and for resurfacing areas outside of the Project limits.

13.1.1 Geotechnical Requirements

- A. The DBT shall prepare stable subgrade conforming to CMS 204. Stable subgrade is defined as subgrade where proof rolling results in permanent rutting of 1 inch or less and elastic (rebound) movement of 1 inch or less.
- B. The DBT shall assume that 10% of the project subgrade area (combined rubblize and roll and pavement and shoulder replacement locations) shall require stabilization consisting of Item 204 - Excavation of Subgrade and replacement with Item 204 - Granular Material, Type B (undercut) at an assumed depth of 12".
 - o The DBT shall locate and verify the depth of all existing underground utilities and sewers present in areas of subgrade stabilization to ensure no impacts or damage during construction. Stabilization depths may be adjusted or non-performed with Approval of the Department to accommodate utilities. Specific attention is directed to all existing waterlines. A 12-inch depth of undisturbed earth shall be kept above all water lines during subgrade construction. If

utilizing the undercutting method over utilities, the DBT shall include plan note G121 from the ODOT L&D Volume 3 - Plan Preparation manual in plan submittals. However, when the stabilization is complete this area shall pass the proof rolling. Rollers shall be used for subgrade and subbase compaction in areas of existing water lines. Vibratory equipment over water lines is strictly prohibited.

- o The DBT shall be responsible for up to 5% of the repair areas failing proof roll after undercutting. Should the total of the repair areas exceed 5% of the total subgrade treated area, ODOT will compensate the DBT per CMS 109.05 for the area more than 5%. The Department will only compensate the DBT once for each repair area.

14 ROADWAY

The following geometric and typical section elements shall be retained in the final condition:

- Horizontal Alignments
- Vertical Alignments (with minor adjustments for pavement transition areas and to maintain existing minimum vertical clearance under the SR-13 bridge over Ramp A)
- Pavement and lane widths
- Shoulder widths (paved and graded)
- Turn lane lengths
- Median width
- Median crossover (1 paved cross over)
- Median aggregate sewer maintenance cross overs
- Crown location
- Cross slopes/Superelevation rates
- Curb Return radii
- Curbing (where present)

Remove all existing guardrail, including anchor assemblies and end treatments. Redesign and construct new guardrail, anchor assemblies and end treatments within the project limits. The DBT shall design and construct new per ODOT L&D Manual Volume 1, Section 600 and MASH compliant within the proposed project and existing right of way limits.

- Any new guardrail that is installed shall comply with Midwest Guardrail System (MGS) requirements.
- If the replacement of a guardrail within the pavement replacement limits is part of guardrail that extends outside the pavement replacement limits, the entire run of guardrail shall be replaced.
- If there are any existing or proposed roadside objects or drop-offs that require protection, the DBT shall design and install adequate protection for those warranting features, even if those features are not currently protected.
- It is noted that the graded shoulder width as some locations may require deep-post guardrail installation.

The DBT shall remove and reconstruct concrete barrier protection under the Cook Road and Malone Road bridges.

The DBT shall replace limited access fencing where impacted by construction activities.

The DBT shall remove existing curbing and construct Type 6 curb along the west side of SR-13 from Chilton Avenue to the north Project limit.

Class 1 Seeding shall be utilized on the west frontage of SR-13 from addresses 618 South Main Street through 632 South Main Street.

Safety grading shall be used for all rubblize and roll areas and where full-depth pavement is being replaced with the following exceptions:

- Common grading shall be used where safety grading would require the installation of new drainage conduit, barrier or guardrail, right of way encroachment or additional environmental impacts,
- If common grading in the above condition would require the installation of new drainage conduit, barrier or guardrail, right of way encroachment or additional environmental impacts, barrier grading shall be used.
- Where existing barrier or guardrail is present, barrier grading may be used.

The DBT shall provide ditch calculations for any ditch modifications. Any new fill materials placed in FEMA floodplains shall be coordinated, as required by Section 15 (Drainage) and Section 8 (Environmental).

The DBT shall provide cross sections at 50' (max.) intervals for evaluation of grading changes, and guardrail length of need confirmation.

All existing infrastructure items removed or made obsolete by the Project shall become the property of the DBT and shall be removed from the Project site.

The disposal of any material from the Project within state right of way shall not be permitted.

14.1 Design Exceptions

The Department has obtained approval for the following design exceptions:

- SR-13 Outside Shoulder Width - 8' (NDC = 10')
- Ramp Right Shoulder Width (Cook and E. Main Street interchanges) - 3' (NDC = 6')
- Maximum Superelevation (SR-13 and ramps) - 0.083 (NDC = 0.60)
- Horizontal Curvature (Main Street Ramp C) - 51.2 degree curve

Approved design exceptions are included in LD-01.

The DBT shall notify ODOT regarding any design features that are believed to not meet the minimum design criteria and require a design exception.

The DBT may develop a design requiring a design exception, subject to sole discretion approval of the Department and FHWA. The DBT shall prepare any proposed design exceptions and submit to the Department for coordination with FHWA and approval. Following submittal of the complete design

exception submittal, the Department will provide a response within thirty (30) days. The DBT shall accept all cost and schedule risk associated with obtaining ODOT and FHWA approval of the design exception.

14.2 Interchange Modification/Justifications Studies - N/A

15 DRAINAGE

The existing drainage system along SR-13, ramps and side roads shall be retained with miscellaneous repairs/replacements to improve drainage system conditions. Drainage repairs or replacements shall be completed by the DBT as identified in Section 15.1 (Culverts) and as required based on the DBT's design and construction activities. The DBT shall adjust to grade, or reconstruct to grade drainage structures, as required by the DBT's design and construction activities. The DBT shall regrade all ditches (and remove and replace paved gutters) where impacted by the DBT's design or construction activities. The DBT shall provide advance notice, in accordance with Section 8 (Environmental), for any work within a FEMA floodplain.

The DBT shall provide underdrains (base pipe, shallow pipe, deep pipe) and underdrain outlets in accordance with Section 205.1 of the ODOT Pavement Design Manual for all new pavement areas within the Project limits. All underdrains shall be 6" diameter.

Existing sewers (storm and sanitary) and culverts impacted by the zone of influence of construction activity shall be video inspected per C&MS 611 twice in the course of this Project: first, before construction begins; and second, after construction is completed and prior to final Acceptance of the Work. Construction activity as it relates to storm sewer, sanitary sewer and culvert inspection shall be defined as roadway, pavement and drainage construction activities crossing or adjacent to an existing sewer. The zone of influence areas shall be determined by the DBT and approved by the Department. The video inspection requirement shall apply to all impacted trunk sewers regardless of size, depth, or type.

Unless otherwise specified in this Scope of Services, video inspection limits shall include the length of sewer within the influence area and extend 50 feet upstream and downstream beyond the influence area limits. Video inspection limits shall be approved by the Department and the maintaining agency of the sewer prior to commencement of Work. The DBT shall provide DVD copies of all video/inspection reports to the Department of all inspections performed.

Sewers to be video inspected shall be cleaned to facilitate the video inspection. The cleaning limits may exceed the video inspection limits based upon point of access for inspection equipment. The DBT shall also bypass pump any flow as necessary to access the sewer to perform the video inspection.

The Department shall determine the necessary amount of casting replacements on existing drainage structures to be retained. The DBT shall include a contingency quantity of 15,000 pounds of Miscellaneous Metal per C&MS 611 within the lump sum bid for drainage work for structures requiring casting replacement. If the quantity of Miscellaneous Metal per C&MS 611 exceeds 15,000 pounds, the Department will pay for additional quantities in accordance with the Contract Documents. This shall include, but is not limited, to any structure located within the proposed roadway that is not already being modified or addressed within the proposed drainage work or a structure which is within MOT resurfacing limits, which is not being affected by any proposed drainage work.

Post-construction storm water Best Management Practices (BMP) are required as per Location and Design Manual, Volume 2. The following BMP's are approved for use on this Project:

- Vegetated biofilters
- Vegetated filter strips

Areas of the project using Pavement Design 2 or 4 (see Pavement section of scope) are required to be evaluated for post-construction BMPs. Areas of the Project using Pavement Design 1 or 3 are not required to be evaluated for post-construction BMPs.

The DBT shall perform a detailed flood plain analysis for all new highway embankment materials that encroach on floodplains, bodies of water or streams. The analysis shall be in accordance with the Location & Design Manual Volume 2 and the Bridge Design Manual. The extent of the analysis shall be from a minimum of 500' downstream, to the greater of either one bridge opening/width upstream, or to the limits of the area inundated by the 100-year event.

The results of the detailed flood plain study, supporting hydraulic calculations, and recommendations shall be submitted to the Department for review and comment prior to construction of the drainage structure. If the proposed crossing is in a special flood hazard area as defined by FEMA, the detailed flood plain analysis shall be submitted concurrently to the local flood plain coordinator.

City of Mansfield Floodplain Administrator Contact Information:

Marc Milliron
 Zoning Administrator, City of Mansfield
 30 N. Diamond Street
 Mansfield, OH 44902
 419.755.9688

In addition, the DBT shall prepare all floodplain coordination documents per the L&D Volume 2, Section 1005. This includes, but is not limited to, hydrologic and hydraulic calculations, no-rise certification (if applicable), associated FEMA FIRM mapping showing the area of impact to the floodplain, and completed Interim plans (roadway, drainage, and structure plans with review comments addressed). These documents shall be submitted to the District 3 Hydraulic Engineer.

15.1 Culverts

The DBT shall perform work on RIC-13 culverts within the Project limits as described in Table 16-1 below:

Table 16-1: Culvert Information

C-R-S	Station	CFN	Existing Conduit	Proposed Feature
RIC-13-11.298	597+00	1810699	15" RCP	Install half height headwall at outlet
RIC-13-11.411	603+00	1810700	24" RCP	Install half height headwalls at inlet and outlet
RIC-13-11.513	608+37	1810701	36" RCP	Replace conduit and clean out ditch
RIC-13-11.621	614+16	1810702	15" RCP	Clean out ditch

C-R-S	Station	CFN	Existing Conduit	Proposed Feature
RIC-13-11.624	614+50	1810703	54" RCP	Replace CMP portion of conduit under the earthen dike. Clean out culvert under the mainline and the outlet channel
RIC-13-11.806	624+00	1811937	15" RCP	Replace conduit due to RCP sections having longitudinal cracks
RIC-13-12.125	640+40	1811941	15" RCP	Replace due to shallow cover.
RIC-13-12.220	645+66	1811942	48" CMP	Pipe rehabilitation using liner, spincast, or CIPP. Dumped rock fill along outlet channel.
RIC-13-12.252	647+00	1811943	15" RCP	Broken back pipe. Replace the CMP section from the guardrail to the outlet.
RIC-13-12.397	655+00	1811944	30" RCP	Place dumped rock at the outlet to control scour.
RIC-13-12.418	655+50	1811945	15" RCP	Pipe rehabilitation of RCP pipe using CIPP.
RIC-13-12.543	662+50	1811946	21" RCP	Replace due to shallow cover.
RIC-13-12.657	668+40	1811947	36" RCP	Replace or rehabilitate pipe using CIPP or spincast the CMP portion under the earthen dike. Replace outlet half height headwall. Repair median catch basin.
RIC-13-12.805	676+35	1811948	30" RCP	Replace or rehabilitate the pipe using CIPP or spincast the CMP portion under the earthen dike. Repair/reseal the west side catch basin due to infiltration.
RIC-13-13.034	688+00	1811949	15" RCP	Replace last four sections of conduit at the outlet.

16 LANDSCAPING

Landscaping Required: Yes No

The DBT shall permanently grade and seed all impacted areas.

17 ADDITIONAL DESCRIPTION OF REQUIRED WORK AND SPECIAL PROVISIONS (N/A)

18 STRUCTURES

18.1 Existing Structures Identification

Structure Identification: RIC-CR134-4749
 Structure File Number: 7000391
 Feature Intersection: Cook Road over SR-13

Structure Identification: RIC-005555-0247
 Structure File Number: 7000421
 Feature Intersection: Malone Road over SR-13

Structure Identification: RIC-13-1416BRRAMP
 Structure File Number: 7000480
 Feature Intersection: SR-13 NB over S. Main Street Ramp

Structure Identification: RIC-13-1416BLRAMP
 Structure File Number: 7000456
 Feature Intersection: SR-13 SB over S. Main Street Ramp

18.2 General Requirements - N/A

18.3 Design and Construction Requirements of Structure

A. Str: RIC-CR-134-4749

Existing Structure Data:

Overall Length:	207'
Width o/o:	40.7'
Design Loading:	H15
Type:	Steel Continuous/Stringer/Multi-beam
Spans:	4
Date Built:	1965

Alignment & Profile

- Alignment: Follow Existing
 Relocated: Per ODOT Per DBT
- Profile: Follow Existing
 Relocate: Per ODOT Per DBT
 Feathered (Adjustment): Per ODOT Per DBT
- Span Configuration: Per Original

Span Lengths: Per ODOT Per DBT
 Variable

Transverse Sections

Roadway Width: 30' curb to curb
Railing: Yes No Type: (existing)
Fence: Yes No Height/Type: (existing)
Sidewalks: Yes No Width: (existing)

Investigate the need for Prefabricated Structure: Yes No

Investigate the need for Retaining Walls: Yes No

Scope of Work:

1. Remove existing approach slab joint seals per CMS 202 and apply new hot applied joint seal full width of both approach slabs per CMS 516.06.
2. Perform concrete patching of pier columns per CMS 519 (Estimated Quantity = 12 S.F. for Pier 3, Columns 2 and 3)
3. Patch bridge deck per CMS 519 and PN 512 Type B or C (Estimated Quantity = 20 S.Y. for backwall and misc. deck areas)
4. Seal full length and width of the bridge deck and approach slabs in accordance with CMS 512.05 (Soluble Reactive Silicate (SRS) Concrete Treatment).

B. Str: RIC-005555-0247

Existing Structure Data:

Overall Length:	210'
Width o/o:	34.7'
Design Loading:	H15
Type:	Steel Continuous/Stringer/Multi-beam
Spans:	4
Date Built:	1965

Alignment & Profile

Alignment: Follow Existing
 Relocated: Per ODOT Per DBT

Profile: Follow Existing
 Relocate: Per ODOT Per DBT
 Feathered (Adjustment): Per ODOT Per DBT

Span Configuration: Per Original

Span Lengths: Per ODOT Per DBT
 Variable

Transverse Sections

Roadway Width: 24' curb to curb

Railing: Yes No Type: (existing)

Fence: Yes No Height/Type: (existing)

Sidewalks: Yes No Width: (existing)

Investigate the need for Prefabricated Structure: Yes No

Investigate the need for Retaining Walls: Yes No

Scope of Work:

1. Clean out both joint seals and apply new hot applied joint seal full width of both approach slabs per CMS 516.06.
2. Patch bridge deck per CMS 519 and PN 512 Type B or C (Estimated Quantity = 12 S.Y.)
3. Seal full length and width of the bridge deck in accordance with CMS 512.05 (Soluble Reactive Silicate (SRS) Concrete Treatment)

C. Str: RIC-SR-13-1416BRRAMP

Existing Structure Data:

Overall Length:	116'
Width o/o:	52.3'
Design Loading:	H20
Type:	Steel Continuous/Stringer/Multi-beam
Spans:	3
Date Built:	1965

Alignment & Profile

Alignment: Follow Existing

- Relocated: Per ODOT Per DBT
 Profile: Follow Existing
 Relocate: Per ODOT Per DBT
 Feathered (Adjustment): Per ODOT Per DBT
 Span Configuration: Per Original
 Span Lengths: Per ODOT Per DBT
 Variable

Transverse Sections

- Roadway Width: 47' curb to curb
- Railing: Yes No Type: (existing)
 Fence: Yes No Height/Type: (existing)
 Sidewalks: Yes No Width: (existing)

Investigate the need for Prefabricated Structure: Yes No

Investigate the need for Retaining Walls: Yes No

Scope of Work:

1. Remove existing raised pavement markers (Estimated Quantity = 5 Each) and fill voids with epoxy filler
2. Seal individual cracks in the bridge deck with HMWM resin in accordance with CMS 512.04 as directed by the Engineer. Quantity not to exceed 15 S.Y.)
3. Remove and replace portions of approach slab deflector parapets with guardrail attachment. This work shall include full replacement of the transition sections and any additional length required to ensure proper reinforcement lap lengths. New parapets shall be in accordance with BR-1-13 with MGS-3.1 and MGS 3.1 attachments. Structure plan details will be required for this work.

D. Str: RIC-SR-13-14.16BLRAMP

Existing Structure Data:

Overall Length:	116'	
Width o/o:	37.8'	
Design Loading:	H20	
Type:	Steel Continuous/Stringer/Multi-beam	
Spans:	3	

Overall Length: 116'
 Date Built: 1965

Alignment & Profile

- Alignment: Follow Existing
 Relocated: Per ODOT Per DBT
- Profile: Follow Existing
 Relocate: Per ODOT Per DBT
 Feathered (Adjustment): Per ODOT Per DBT
- Span Configuration: Per Original
- Span Lengths: Per ODOT Per DBT
 Variable

Transverse Sections

- Roadway Width: 37.8' curb to curb
- Railing: Yes No Type: (existing)
- Fence: Yes No Height/Type: (existing)
- Sidewalks: Yes No Width: (existing)

Investigate the need for Prefabricated Structure: Yes No

Investigate the need for Retaining Walls: Yes No

Scope of Work:

1. Remove existing raised pavement markers (Estimated Quantity = 1 Each) and fill voids with epoxy filler
2. Seal individual cracks in the bridge deck with HMWM resin in accordance with CMS 512.04 Quantity not to exceed 15 S.Y.)
3. Remove and replace portions of approach slab deflector parapets with guardrail attachment. This work shall include full replacement of the transition sections and any additional length required to ensure proper reinforcement lap lengths. New parapets shall be in accordance with BR-1-13 with MGS-3.1 and MGS 3.1 attachments. Structure plan details will be required for this work.

All Shop Drawings shall comply with Item 501.

18.4 Noise Barrier

Noise Barrier Construction Required: Yes No

19 TRAFFIC CONTROL

19.1 Pavement Markings and Delineators

The DBT shall perform Work related to pavement markings and delineators in accordance with Section 7.1 (Governing Regulations) and the following sections.

A. Pavement Marking Yes No.

Longitudinal pavement markings shall be Recessed Wet Reflective per SS 807 unless on bridge decks where epoxy markings (CMS 646) shall be utilized. Auxiliary pavement markings shall be thermoplastic (CMS 644). Provide dotted line markings to separate/delineate southbound SR-13 from the South Main Street exit ramp.

B. Raised Pavement Markers: Yes No.

Provide raised pavement markers along SR-13 and all ramps within the Project limits in accordance with the OMUTCD and applicable standard construction drawings, including TC 73.20. Two blue raised pavement markers shall be installed in the SB shoulder adjacent to the fire hydrant near Chilton Ave.

C. Delineators: Yes No.

All flexible delineators shall conform to Item 620 and shall be placed in accordance with current design standards. Confirmation that no conflicts exist between the proposed locations of delineators and any underground utilities shall be made prior to the installation of the delineators.

D. Barrier Reflectors: Yes No.

All barrier reflectors shall conform to Item 626 and shall be placed on bridge parapets, concrete barrier walls, retaining walls and guardrail, in accordance with current design standards. Guardrail blockout reflectors shall be installed on the side of the blockout away from traffic and shall be Type 3 or Type 5. All existing barrier reflectors on barrier sections that are to remain in-place shall also be replaced.

E. Object Markers: Yes No.

All object markers shall conform to Item 630, Sign, Flat Sheet.

19.2 Signing

The DBT shall perform Work related to signs in accordance with Section 7.1 (Governing Regulations) and the following sections.

19.2.1 Flat Sheet Signs

A. Flat Sheet Sign work required: Yes No.

1. Redesign and replace all existing flat sheet signs with new signs, except as indicated below. This includes all signs on the mainline and interchange ramps. This also includes all STOP signs on intersecting roads. Size the signs in accordance with the OMUTCD.
2. The following signs shall remain in place and not be replaced:
 - City of Mansfield multi-sign installation located along SR-13 in northbound direction approximately 520’ south of Chilton Ave. Sign installation to remain but DBT to remove landscape rocks at base of sign.
 - Advance lead-in and route trailblazing signs on Cook Road.
 - Custom “Wal-Mart” sign installation located along SR-13 in the southbound direction near Hanley Road - DBT shall remove the signs and reinstall on new post supports.

Removed flat sheet signs shall become the property of the Contractor.

19.2.2 Tourist-Oriented Directional Signs (TODS)

Tourist-Oriented Directional Signs (TODS) and logo signs: Yes No.

Tourist-Oriented Directional Signs (TODS) and logo signs are installed and maintained by Ohio Logos, Inc., under contract with and in locations approved by ODOT. Under the terms of the contract, the DBT shall be required to temporarily relocate the signs during construction. Provide temporary suitable supports, adjust the location with the Engineer’s approval, and temporarily re-erect the signs. Signs shall be re-erected within 72hrs of removal. Remove and dispose of the existing foundations. The DBT shall visually document the condition of the signs prior to disturbance by the DBT. The DBT is responsible for any damage to the sign during construction. Upon completion of the Project, the DBT shall contact Ohio Logos at 1-800-860-5646 to coordinate permanent relocations of TODS and logo signs.

19.2.3 Extrusheet Signs

1. Extrusheet Sign Work Required: Yes No.

Redesign and replace all existing extrusheet signs with new signs, except at the locations indicated below. This includes all signs on the mainline and interchanges ramps. Size the signs in accordance with the OMUTCD (exceptions are noted below):

- Interchange signing at the Cook Road and South Main Street interchanges shall be designed in accordance with OMUTCD Section 2E, however exit panels shall be omitted and exit gore signs shall not indicate exit numbers.
- All interchange signing shall be ground mounted
- Advance signage for the S. Main Street exit shall not be provided.

- A new Kingwood Center/Fairgrounds sign and support shall be retained in the final condition
- 2. The following signs shall be removed and not replaced:
The overhead truss installation for SR-13 southbound at South Main Street shall be removed and replaced with ground mounted exit signage.

Removed extrusheet signs shall become the property of the Contractor.

19.2.4 Ground Mounted Post Supports

- A. Replace: Yes No.
1. Redesign and replace all existing ground mounted post supports with new supports. New sign installations shall be on new supports. No reuse of existing ground mounted supports shall be allowed.
 2. All post-mounted signs shall be 3# posts 72 inch stub with 18 inches above ground using aluminum bolts, stainless steel washers, stainless steel lock washers, and stainless steel nuts.

Removed ground mounted supports shall become the property of the Contractor.

19.2.5 Ground Mounted Beam Supports

- A. Ground Mounted Beam required: Yes No.
1. Redesign and replace all existing ground mounted beam supports with new ones.
 2. Supports subject to multidirectional impacts at intersections shall use the alternate connection on sizes larger than S4 x 7.7.
 3. Removed ground mounted beam supports shall become the property of the Contractor. Remove all existing foundations.
- B. Overhead Supports: Yes No.

Removed overhead supports and sign lighting components shall become the property of the Contractor.

19.3 Lighting

The DBT shall perform Work related to lighting in accordance with Section 7.1 (Governing Regulations) and the following sections.

Existing highway lighting is present within the Project limits at Hanley Road, SR-13 at the I-71 interchange, Cook Road ramp intersections, Main Street ramps and SR-13 at the northern Project limits. The existing lighting system is not anticipated to be impacted by the Project. The DBE shall replace any lighting system components impacted by design or construction activities. The DBT shall meet with representative from the Department and maintaining agency, including but not limited to the Roadway service Traffic Manager and Roadway Service Traffic Engineer, to discuss lighting specifications, preferences, and other related details.

19.4 Traffic Signals

The DBT shall perform Work related to traffic signals in accordance with Section 7.1 (Governing Regulations) and the following sections.

Maintenance of traffic operations may require the modification of signal head locations, signal timing/phasing, vehicle detection positioning, or covering of signal heads. The DBT shall be responsible for the operation and maintenance of any signal installation from the time of modification until such time that the DBT restores the signal to the original conditions. If signal head or detection equipment relocations require the addition of new splices in signal conductors, then the DBT shall replace the affected conductors to the controller, prior to Project acceptance. Care shall be used while operating existing signal equipment. Any equipment damaged as a result of DBT negligence shall be replaced at the expense of the DBT. The DBT shall document all existing conditions prior to making modifications.

- A. Signal Support work required: Yes No
- B. Vehicle Signal Heads: Yes No
- C. Pull box: Yes No
- D. Conduit: Yes No
- E. Cable and Wire: Yes No
- F. General

All signal installations shall be designed and equipped for “approach monitoring”. If a two-phase signal is used, a dual ring controller and cabinet wiring utilizing phases 2+6 and 4+8 will be furnished and installed.

Signal(s) part of an Intelligent Transportation System (as defined by the Traffic Engineering Manual, Part 13): Yes No

19.5 Intelligent Transportation Systems (ITS)

- A. ITS Work Required: Yes No

19.6 Northbound Drop Left Turn Lane to Chilton Ave

At the north end of the Project limits, the current northbound lane configuration for merging two lanes down to one is a left lane merge. The City of Mansfield requires that when northbound lanes are in their final configuration, the left lane shall be changed to a drop left turn lane to Chilton Ave. All signing and pavement markings required to make this change shall be incidental to their respective bid items. Advance notification of this change using static and dynamic signs shall be incidental to Item 614 Maintaining Traffic. A conceptual signing and pavement marking plan developed by the City of Mansfield is included as Appendix TC-04. The DBT shall incorporate the intent of this concept, while ensuring compliance with the Traffic Engineering Manual.

20 PROJECT SCHEDULE REQUIREMENTS

The DBT shall develop and maintain a Project schedule in accordance with the selected note:

- CM&S 108.03 A. Progress Schedule
- Proposal Note 105 - Critical Path Method Progress Schedule for Single Season Projects
- Proposal Note 107 - Critical Path Method Progress Schedule for Multi-Season Projects
- Proposal Note 132 - Critical Path Method Progress Schedule for Design/Build Multi-Season

21 PLAN SUBMITTALS AND REVIEW REQUIREMENTS

21.1 Plan Components

All plans submitted by the DBT shall be in conformance with the following ODOT manuals:

- A. Real Estate Policies and Procedures Manual Section 3100.
The DBT shall also identify all topographic features within the existing and proposed Right-Of-Way limits, including underground utilities.
- B. Bridge Design Manual.
Note: Bridge subsummaries are required.
- C. Location and Design Manual, Volume 3:
The following sections of the Location and Design Manual, Volume 3 are NOT required:
 - 1302.13 Plan Signatures
 - 1307.2 General summary sheet
 - 1307.4 Quantity Calculations
 - 1310.3 Earthwork and Seeding Quantities

Units of measure are **NOT** required.

Simplified plans (section 1301.2) are **NOT** allowed.

21.2 Quality Control

The DBT is responsible for the professional quality, technical accuracy and adherence to the Governing Regulations listed in Section 7.1 (Governing Regulations) of this document, for all plan submittals required under this contract.

The DBT shall immediately notify the Department of any apparent discrepancy between the various design and construction manuals and the Contract Documents.

The Department shall have the discretion to dictate the level of Design review. The Department's acceptance of the design or failure to identify improper design does not, in any way, relieve the DBT of the responsibility for the quality, accuracy, or feasibility of the Design.

In the event the Department determines that any required submission is incomplete, contains inaccuracies which preclude a meaningful review, or does not adhere to the Governing Regulations

listed in Section 7.1 (Governing Regulations) of this document, the Department will advise the DBT of the shortcomings and direct the DBT to revise and resubmit the plan. No time extension will be granted as a result of such action. The Department will schedule a review meeting or issue review comments as appropriate.

21.3 Comment Resolution Process

This section establishes transmittal processes and interaction between the Department and the DBT during submittal reviews in addition to the requirements found within the Scope of Services and other Contract Documents. The process can be modified upon mutual agreement between the DBT and the Department with the intention of meeting the requirements of the Contract or specific submission needs. This process may be revised by mutual agreement of both parties.

Specific identified procedures may be amended, revised, eliminated, or added to address Project specific needs or mutual party understanding.

This process shall utilize electronic transmittals for all design submissions unless otherwise specified in the Scope of Services. Plan and design submissions shall be in PDF format, Microsoft Excel, Microsoft Word, or other document types as mutually agreed and appropriate to and for the submission.

Submissions should generally conform to the Scope of Service and other specification included in the Contract Documents, as appropriate, with variations as mutually agreed.

The Department shall establish a file transfer website (typically, an ODOT Project SharePoint, ProjectWise site, or other appropriate file transfer and storage site), with controlled and controllable access, for uploading design submissions and subsequent transmittal of design review comments.

Project specific process details shall be discussed at the Pre-Design Meeting. These details include the responsible contacts (Department and DBT), file server location/IP address, known required persons needing access, and login requirements.

A. Procedure

The Department will grant access to an identified DBT representative who will have authority and responsibility to create Buildable Unit Submission (BUS) folders and other folders within the transfer website. Each folder shall be logically named. Within each BUS folder, additional folders representing each stage of review (i.e. Interim/Final/Construction) will be created. If mutually agreeable, the DBT may perform this role if management by the DBT facilitates submissions.

With each Buildable Unit with each Design Submission, the DBT shall include a transmittal sheet describing the BUS, the BUS stage (Interim/Final/Construction), the contractual review response date (from the Department as well as any other third-party reviewer, if applicable), critical assumptions made for the BUS impacting subsequent BUS submissions, and any information which could facilitate review.

The DBT shall develop and utilize a Comment Resolution Spreadsheet (CRS) for each Buildable Unit with each Design Submission (Interim, Final, Construction) for use in logging and tracking review comments. The DBT shall provide a blank CRS to the Department and other third-party reviewers at Interim Design Submission. The Department and applicable reviewing agencies shall

review for Contract requirements. The Department will utilize the CRS document to centralize all Department employee Buildable Unit Design Submission comments.

Department review comments will primarily focus on compliancy with the Contract Documents. The Department will refrain from making excessive preferential and formatting comments. Reviewer preferential comments shall be marked “Preference” within the CRS. While formatting comments do not need responded to, the Department reserves it’s right to reject a submission which, in its judgement, is not reasonably following required ODOT CADD standards.

An updated copy of the CRS shall be provided to all reviewers at the Final Submission. With the Final Submission on the transmittal page, the DBT shall identify major design revisions and design approaches made between Interim and Final Submission being outside the course of typical design progression and were not made to address Interim Review comments. The updated copy shall include all comments received at Interim submittal along with the DBT’s written disposition of all Non-Compliant comments made during formal Interim design submittals. The Department and other appropriate third-party reviewing agencies will review the DBT’s formal disposition to Interim Submittal review comments as well as revised plans to respond to previous comments. The Department will include any additional comments based on the Final Design Submittal review within the CRS.

The DBT shall clearly identify if an ODOT Interim review comment responded with an “Accept” by the DBT is not being corrected within a Final submission. If an “Accept” comment is not being addressed, the DBT shall clearly describe the intended resolution for the RFC submission. The Department may require additional information before the Construction Plan submission, or may request a Comment Resolution meeting (or phone call if appropriate) to understand the DBT’s design direction. The DBT shall memorialize the time of the Comment Resolution Meeting within the CRS submitted with the Construction Plans.

In the event the DBT believes that any review comment, or direction issued by the Department or other third-party review, require a change to a Contract, the DBT shall first contact the Department for clarification and shall, within 10 days of receipt of the comments or direction, provide written notice to the District Project Manager and Project Engineer concerning the reasons why the DBT believes the scope has been changed.

The DBT is not required to comment nor respond to ODOT identified Preference comments.

For comments considered substantial to the Department or the DBT, the DBT shall schedule a Comment Resolution Meeting with the Department to discuss.

1. The Department shall notify the DBT, either within the CRS or other notice, if the Department requires a Comment Resolution Meeting.
2. The DBT shall notify the Department within seven days of any “Non-Compliant” comments they intend to “Dismiss” or “Resolve”. The DBT shall schedule a Comment Resolution Meeting prior to the next stage submittal.
3. For less substantial comments and as agreed by the Department and the DBT, a comment resolution conference call may be sufficient.

The DBT shall obtain Department concurrence with the “Non-Compliant” comment dismissal and this concurrence shall be documented on the CRS.

The DBT shall resolve all outstanding issues and comments from the Final Submittal (or other outstanding comments) and prepare a full set of Design Documents stamped "Checked and Ready for Released for Construction" (RFC). The Department's expectation is that no revisions shall be made except for those required to address Final review comments. In the event that other revisions are required unrelated to review comments, the DBT shall notify the Department and coordinate revisions for concurrence.

The Department shall review to ensure all comments from final reviews have been resolved or "Closed" to the satisfaction of the Department. There is no formal review period for Construction submission.

The DBT has the responsibility for ensuring the RFC meets all contract requirements. If upon Department review it is determined that it is questionable as to whether comments received from the Department or other agencies have been resolved or addressed appropriately, the DBT shall stop construction of the portion of the Buildable Unit in question, consult with the commenter to resolve such comments. The DBT shall document resolution of the comment within the CRS.

The DBT continues to be liable for design accuracy regardless of ODOT review.

B. General Third-Party Requirements

A "Third-Party", in regard to the Design-Build Comment Resolution process, is any overseeing agency with oversight and design approval authority of relevant portions of the design as identified in the Contract.

Other third-party reviewers may not utilize the CRS.

It is the DBT's responsibility to reasonably add all third-party markups and comments received; the DBT shall consolidate third-party comments into the CRS corresponding to each Buildable Unit and save on the ODOT Project SharePoint site. Any plan markups shall also be scanned by the DBT and included on SharePoint within the appropriate BUS folder.

The DBT shall address all third-party review comments. All third-party review comments shall be, initially, considered as a "Non-compliant" comment type, as identified below.

With ODOT's concurrence, the DBT may subsequently identify comments as potentially a "Preference" or "Recommendation". The DBT shall obtain Department concurrence with the "Non-Compliant" comment dismissal and this concurrence shall be documented on the CRS.

C. Comment Resolution Spreadsheet

Minimum requirements of the CRS along with information on content is included in Table 16-1. The DBT may modify format or include additional information with Department concurrence.

Table 16-1: Comment Resolution Spreadsheet Requirements

Reviewer	
Comment ID No	Consecutive listing
Document	Submittals may include multiple components including plans, reports, calculations, etc. This column will list which item the comment is on.
Page	Page reference/location comment refers to
Comment type	<p>Either “Non-compliant”, “Preference”, or “Recommendation”.</p> <p>Non-compliant - elements that do not meet requirements of the Contract.</p> <p>Preference - elements which depict the owner’s preferred design method or result but are not required by the Contract.</p> <p>Recommendation - a general noted item intended to make the design aware of potential troublesome design methods.</p>
Contract Section	If Comment Type is Non-compliant to the Contract, the reviewer shall include the Contract Document of the requirement that is non-compliant (for example, Scope Section 8.2, L&D Volume 1, BDM, etc)
Reviewer Note	A Reviewer Note is optional but is recommended to ensure the design understands the intent to the comment made. Reviewer shall note if a Comment Resolution Meeting or discussion is desired.
Reviewer Agency	Representing Agency
Reviewer Name	Name of reviewer
DBT Response	
Resolution Code (Approve, Dismiss, or Resolve)	<p>Accept - DBT agrees with the comment and addressed the comments</p> <p>Dismiss - DBT disagrees with the comment based on comment no longer applying because the design has changed, reviewer error, or other reasons.</p> <p>Resolve - DBT needs additional clarification and/or coordination to address the comment accordingly. Comment may also reflect a change to the Contract Documents which will require additional discussion and direction by the Department due to the financial/schedule impacts.</p>
DBT Comment/Disposition	The DBT shall provide a more detailed response to the comment as necessary. Response shall note if a Comment Resolution Meeting or discussion is desired.
Reviewer Response	
Status	<p>Open - the submittal did not address the original comment made.</p> <p>Closed - the submittal or disposition addresses the original comment.</p> <p>The DBT shall schedule a comment resolution meeting with the Department to discuss any comments from previous submittals that remain “Open” according to the reviewer. The DBT and the Department will also discuss whether review comments are in conformance with the Contract Document requirements or preferential comments. For less substantial comments and as agreed by the Department and the DBT, a comment resolution conference call may be sufficient.</p>

Reviewer Name	Name of reviewer
Date Closed	Date that the reviewer responded to the comment.
Comments	Provide a more detailed response clarifying why comment remains “Open” or other information

21.4 Document Management

The DBT shall create and maintain a BUS Log sheet to facilitate submission tracking. The BUS Log shall identify the name of the Buildable Unit, brief description of the BUS, Interim Design submission date, Interim Submission review comments transmittal date, Final Submission date, Final Submission comments transmittal date, Released for Construction date, and a BUS Comments field. The BUS Comments field shall note any necessary resubmissions, dates of Comment Resolution meetings with noted submission stages, Over-the-Shoulder meeting dates resulting in design adjustments, or any other needed summarized data to help understand the BU submission process. The BUS Log Sheet may be modified as necessary to facilitate review. The BUS Log shall be maintained in the master project folder, or in a location mutual agreeable and accessible to the DBT and the Department.

The DBT shall create a folder for each BU on the Department’s Project SharePoint Site. Each BU folder shall have an “Interim”, “Final”, and “RFC” folder. All Design Documents (plans, calculations, reports, etc) submitted at each phase (Final, Interim, RFC) shall be uploaded by the DBT to the Project SharePoint Site. An updated CRS at each submittal shall be included in each folder with the latest including all comments “closed”. Meeting minutes from comment resolution meetings or over-the-shoulder reviews shall be prepared by the DBT and also saved to SharePoint.

21.5 Optional Pre-submission Meeting

The DBT may request a Pre-submission Meeting to be held prior to, or concurrent with, the submission of a buildable unit. The intention of the Pre-submission meeting is an opportunity for the DBT to explain design intent to facilitate owner review. Formal assembly and submittal of drawings or other documents will not be required, but the DBT is encouraged to provide informal submittals to facilitate reviews.

21.6 Optional Over-the-Shoulder Reviews

The DBT or the Department may request “Over-The-Shoulder” (OTS) review of designs at any time in the design process. The OTS is an informal review of a partial design during development. This may include in-progress drawings, calculations, sketches, design concepts, proposed specifications, or any other document used or created during the design. They are to facilitate communication and the design process. These can be in the form of a phone call, meeting, correspondence, or any other means of information sharing between the DBT and the Department.

An Over-the-Shoulder review may be necessary to discuss direction on potential design changes. An OTS may be requested during any period in the design development. Appropriate third-party agencies, as well as the DBT and Department, may also participate in these meetings. The DBT or the Department may include the decision or direction given in an OTS within the applicable CRS submission.

The OTS reviews shall not replace the formal Interim and Final Review. Likewise, the Department may also request an OTS review during any stage of design to facilitate review or design development.

21.7 Major Design Decision

Separate submittals for concurrence with major design decisions are required. The submittals may be required during any phase of Design. Major design decisions involve significant utility relocation, unforeseen acquisition of ROW by the Department, traffic operation or geometric decisions that involve two or more viable solutions, designs not typical nor standards not ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and locality, and any other decision that impacts the public, operation of the facility or designs which require future long term excessive maintenance. The level of development of the submittal is dependent upon the level of detail necessary to accurately depict the major design decision.

When the DBT becomes aware of additional decisions during the design, they must advise the District Project Manager in writing.

21.8 Interim Design Review Submission

For each Buildable Unit, the DBT shall submit the Interim Design submission for review by the Department and other third-party agencies as appropriate.

Interim Design Submission is defined as followed:

- A. Maintenance of traffic, traffic signals, lighting, utilities (water, power, sanitary, etc.), and landscaping shall be developed to Stage 2 level of detail as defined the ODOT Location & Design, Volume 3.
- B. Full signing plans are not required at Interim, however, all overhead signage and major ground mounted signage shall be shown on plan sheets (may be shown on pavement marking plans if signing plans are not submitted).
- C. All other plan components and supplemental submittal requirements as defined as Stage 1 per the ODOT Location & Design, Volume 3.

Unless indicated below, the Department will have 10 Work Days from receipt to review complete submissions. The following are excluded as Work Days: State Holidays, Federal Holidays, Saturdays, Sundays, the Friday after Thanksgiving, Christmas Eve, and the days between Christmas and New Year’s Day. This review time must be shown on the required Progress Schedule.

Submittal	Adjusted Review Time
Utility Companies	30 calendar days

Following this review, the DBT shall correct any errors, incorporate modifications, perform required investigations and make related changes to the plans and supporting documents prior to submitting the plans for Final Design review.

Plan Review Distribution Table: The DBT shall supply an electronic version (in PDF format) along with half size (11" x 17") paper prints simultaneously to the parties indicated below, except that each affected utility company shall receive one full size (22"x34") plans.

	Number of half size Sets
ODOT District Production	Electronic PDF Submission
ODOT District Construction	Electronic PDF Submission
ODOT Central Office, Division of Highway Operations	Electronic PDF Submission
Each affected utility	Electronic PDF Submission (or single paper copy if requested by utility company)

21.9 FINAL DESIGN Review Submission

For each Buildable Unit the DBT shall submit the Final Design submission for review by the Department and other third-party agencies as appropriate.

The Final Design submission shall include submittal requirements as defined as Stage 3 per the ODOT Location & Design, Volume 3, however, subsummary and general summary sheets are not required. Quantity summaries shall be provided in electronic format (Excel and PDF) prior to construction for the Department’s use in establishing testing requirements.

The Department shall have 10 Work Days from receipt to review complete submissions. The following are excluded as Work Days: State Holidays, Federal Holidays, Saturdays, Sundays, the Friday after Thanksgiving, Christmas Eve, and the days between Christmas and New Year’s Day. This review time must be shown on the required Progress Schedule.

Submittal	Adjusted Review Time
Utility Companies	30 calendar days

Following the review, the Department will return to the DBT marked plans noted ‘ACCEPTED’, ‘ACCEPTED AS NOTED’ or ‘NOT ACCEPTED’ as described in section 105.02 of the Construction and Material Specifications. The DBT shall correct errors, incorporate changes, perform investigations and make related changes to the plans and supporting documents prior to submitting construction plans.

Plan Review Distribution Table: The DBT shall supply an electronic version (in PDF format) along with half size (11" x 17") paper prints simultaneously to the parties indicated below except that each affected utility company shall receive one full size (22"x34") plans:

	Number of half size Sets
ODOT District Production	Electronic PDF Submission
ODOT District Construction	Electronic PDF Submission
ODOT Central Office, Division of Highway Operations	Electronic PDF Submission
District Utility Coordinator	Electronic PDF Submission

	Number of half size Sets
Each affected utility	Electronic PDF Submission One single paper copy (if requested) by utility company

21.10 Released for Construction Plans

After the review comments for the Final Design review submission have been complied with, and following approval of the design documentation, the DBT shall prepare plan sets for use during construction. All review comments shall be resolved in writing by the DBT to the satisfaction of the Department and appropriate third-party agencies before the DBT submits the construction plans. No revisions shall be made except for those revisions needed to address Final Design review comments.

Each plan sheet shall have its last revised date noted on the sheet and clearly marked ‘Released for Construction’. The ‘Released for Construction’ plan set shall be signed, dated and sealed by a Professional Engineer. Physical construction shall not begin until the plans marked ‘Released for Construction’ are delivered to each party on the Plan Distribution Table below.

No time extensions will be approved by the District Construction Engineer if the plan distribution is not completed and Project delays occur as a result.

Plans Distribution Table: The DBT shall supply an electronic version (in PDF format) along with full size (22" x 34") and/or half size (11" x 17") paper prints of the each plan submission simultaneously to the parties indicated below:

	Number of full/half size Sets
ODOT District Production	Electronic PDF Submission
ODOT District Construction	Electronic PDF Submission
ODOT Central Office, Division of Highway Operations	Electronic PDF Submission
ODOT Central Office, Division of Construction Management	Electronic PDF Submission
District Utility Coordinator	Electronic PDF Submission
Federal Highway Administration	Electronic PDF Submission
Each affected utility	Electronic PDF Submission One paper copy (if requested by utility company)

21.11 Plan Distribution Addresses

Ohio Department of Transportation, District 3
906 Clark Avenue
Ashland, Ohio 44805
Attn: Nicholas Foster

Ohio Department of Transportation Central Office
Division of Construction Management
1980 West Broad Street

Columbus, Ohio 43223
Attn: Eric Kahlig, P.E.
Eric.Kahlig@dot.ohio.gov
(notification only)

Ohio Department of Transportation Central Office
Office of Environmental Services
1980 West Broad Street
Columbus, Ohio 43223
Attn: Timothy Hill
Tim.Hill@dot.ohio.gov

Federal Highway Administration
200 North High Street
Room 328
Columbus, Ohio 43215-2408
Attn: Charmagne' Crook
Charmagne.Crook@dot.ohio.gov

Utility Companies
(As shown in Section 10)

21.12 As-Built Construction Record-Drawing Plans

Within 60 Calendar Days of the completion of the construction work for each respective Buildable Unit, the DBT shall provide a "Red-Line" set of drawings that clearly identify all changes made to the Construction Documents. They may be noted by hand markup of the revisions, utilizing the Clouding command in MicroStation (or other CAD software) or the Clouding command in PDF editing software. The red-lined drawings shall have a Contractor signed verification on the title sheet indicating all field changes are being incorporated into the red-lined drawings.

Prior to Final Acceptance of the Work, the DBT shall furnish the Department formal As-Built Construction Record-Drawing plans. The DBT shall provide a general summary within the final As-Built Construction Record-Drawing plans. The formal As-Built Construction Record-Drawing shall include all red-lined changes. Red-line change shall be denoted utilizing the Clouding command in MicroStation (or other CAD software) or the Clouding command in PDF editing software. The As-Built Construction Record-Drawing shall have a signed verification on the title sheet from the Designer and the Contractor indicating that all red-lined and field changes have been incorporated into the As-Built Construction Record-Drawing.

Note: The Contractor's verification statement indicates all known field modifications made after the RFC plans where sealed by the Designer have been included in the formal Record-Drawing. The Contractor's verification statement shall be signed by the Contractor's Project Manager (or acceptable representative).

Note: The Designer's verification indicates the Designer's acknowledgement of the red-line and field changes, the presented field changes have been included within the As-Built Construction Record-Drawing and is the Designer's concurrence that these changes meet the design intent of the Contract. The Designer's verification statement shall be signed by the Lead Designer's representative.

The DBT may choose to omit the “Red-Line” submission and submit only formal As-Built Construction Record-Drawing.

The DBT shall prepare As-Built Documents in conformance with ODOT’s Location and Design Manual, Volume 3, Section 1200 - Plan Preparation, and submit them in both hardcopy and electronic (PDF, TIFF, and CADD) format, including MicroStation and Open Roads Designer (ORD) files, conforming to ODOT CADD standards. As-Built Documents shall include quantities for the Work associated with each Buildable Unit.

In addition to the information shown on the construction plans, the Record-Drawing plans shall show the following:

1. All deviations from the original approved construction plans which result in a change of location, material, type or size of work.
2. Any utilities, pipes, wellheads, abandoned pavements, foundations or other major obstructions discovered and remaining in place which are not shown, or do not conform to locations or depths shown in the plans. Underground features shall be shown and labeled on the Record-Drawing plan in terms of station, offset and elevation.
3. The final option and specification number selected for those items which allow several material options under the specification (e.g., conduit).
4. Additional plan sheets may be needed if necessary to show work not included in the construction plans.

Notation shall also be made of locations and the extent of use of materials, other than soil, for embankment construction (rock, broken concrete without reinforcing steel, etc.).

The Plan index shall show the plan sheets which have changes appearing on them.

Two copies of the As-Built Construction Record-Drawing plans shall be delivered to the Project Engineer for approval upon completion of the physical work but prior to the request for final payment. After the Department has approved the As-Built Construction Record-Drawings, the associated electronic files shall be delivered to the District Capital Programs Administrator. Acceptance of these plans and delivery of the associated electronic files is required prior to the work being accepted and the final estimate approved.

22 BUILDABLE UNITS (BU)

Buildable Units are portions of the projects which can be designed, reviewed and built with only limited controls and assumptions coming from the design of other portions of the Project. Often a Buildable Unit will be defined by a geographic area within the plan, but it may also be defined by types of work or construction stages which may require or permit similar, nearby work to be divided into separate Buildable Units. All Buildable Units shall summarize the materials required to construct that portion of the Project. The summary shall include the Construction and Material Specifications Item Number, and a description of the materials to be used.

For the Interim and Final Design submittals, the DBT may break the Project work into two or more separate BU which can be progressed through design and construction with minimal or known effect on each other and/or which can be dealt with sequentially such that sufficient data is available for design and review of each BU. In order that the design and construction of one BU may proceed without significant approved information from an associated BU, the DBT may develop and propose assumptions which will allow for the first BU to proceed through design and/or construction. These assumptions shall be submitted for review and comment but their accuracy and effort upon the final design are the sole responsibility of the DBT. Should error in these assumptions result in additional work, remedial work or other changes to assure an acceptable design or should they result in the need to remove work and substitute additional work, the DBT shall be responsible for all such costs including, removal of unacceptable materials from the site, modification, additional work, repairs, etc. as necessary to produce an acceptable result.

If the DBT elects to develop Buildable Units, the DBT shall prepare, for review by the Department, a table of Buildable Units for the Project with each BU described in detail. If the table is approved, the DBT shall modify the Progress Schedule to show a separate group of activities for BU and these activities shall encompass all of the design and construction work in each BU. The Progress Schedule for design review shall be developed such that information from other dependent BUs is available at the time of submission of the BU at hand. Work activities shall be further separated in the Progress Schedule to show a meaningful completion status (i.e. separate activities comprising the placement of a bridge deck on steel beams shall describe; shoring, form building, steel placement, placement of conduit & joints, pouring concrete, forming parapets, pouring or slip forming parapets, provision of membranes, provision of wearing surfaces, curing, repair, form removal, cleaning, etc.).

The Final Review Submission and Construction Plans shall specifically be identified by the Buildable Unit code. If the design of a BU requires input information from an adjacent or related BU, the source for that information in previously approved plans shall be cited or the DBT shall provide an estimated value of the data. The input data shall also be carefully identified. In the same way any assumption, calculations or results from the stage and BU which are used as input to another BU shall be similarly identified, and where appropriate, compared back to that BU to verify previous assumptions. Should assumptions not match values calculated later, the DBT shall re-analyze all affected components and determine appropriate changes. Should those elements have already been constructed, the DBT shall recommend repairs, adjustments, modifications or replacement of the existing work as necessary to comply with the Scope of Work. All costs for re-design, re-submissions, modifications, removals, disposal of materials and new work needed to remedy the Project and bring it to compliance shall be borne by the DBT and no time extensions shall be approved for this.