

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, Ohio 44702

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

Item/Project

Engineering Department

Responsible Department

Wednesday, May 13, 2015 at 2:00 PM local time

Bids Due On or Before

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

THE DBE GOAL FOR THIS PROJECT IS 5%

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

LEGAL NOTICE: Ordinance 55/2015

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Wednesday, May 13, 2015** for the purpose of securing bids for the:

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, May 13, 2015. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department, Sixth Floor, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at <https://cantonohio.gov/purchasing/?pg=showbids> or at the Engineering Department's website at <https://cantonohio.gov/engineering/?pg=507>.

Each bid must contain the full name of every person or company participating in the bid.

A certified check, cashier's check or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. This check or bond must be made payable to the City of Canton. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. Said certified check or cashier's check shall be for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid. The City of Canton will only accept original checks and bid bonds. Therefore if any company and/or bidder submits a copy of its security, the City will disqualify the bid. Bidders submitting a certified or cashier's check will be required to provide a surety bond in the amount of one hundred percent (100%) of the contract sum for faithful performance. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with state law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Include the City of Canton, the Ohio Department of Transportation (ODOT), and the Akron Metro Regional Transit Authority as obligees on all bonds.

Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract**. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement.

The "prime" contractor must perform no less than 30 percent of the total original contract price.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

This project has a Disadvantaged Business Enterprise (DBE) goal of **5%**. The contractor must provide a plan on how it will satisfy the DBE goal and proof of commitments from DBE subcontractors and suppliers before Canton will enter into an agreement with the contractor.

Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening by following the instructions in the Invitation to Bid.

The successful bidder must comply with all Federal Davis Bacon prevailing wage rates.

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) will **not** be required for this project.

The cost estimate for this project is **\$1,285,972.00**.

The bidder is responsible for monitoring the City's website for any official addenda.

Please contact Director of Purchasing Randall Dublikar at randall.dublikar@cantonohio.gov if you have any questions regarding this bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

By order of the Canton Director of Public Service: William Bartos
Published in the Repository: April 21, April 28, and May 5, 2015

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Table of Contents
G.P. 1184 - Fulton Road NW Paving Project, PID 99470
City of Canton, Ohio

INDEX

- Section I: Instructions to Bidders (Pages 5 - 10)
- Section II: General Conditions (Pages 11 - 27)
- Section III: Supplemental Specifications (Pages 28 - 38)
- Section IV: Additional Requirements and/or Conditions (Page 39)
- Section V: City of Canton Codified Ordinances (Pages 40 - 43)
- Section VI: Bid Forms and Bid Form Instructions (Pages 44 - 65)
- Section VII: Plan Drawings and Technical Specifications Note (Page 66)
- Section VIII: Project Utility Note (Pages 67 - 68)
- Section IX: Change Order Policy (Pages 69 - 70)
- Section X: Claims Management Policy (Pages 71 - 74)
- Section XI: Signature and Proposal Pages (Pages 75 - 77)
- Appendix A: Davis Bacon Prevailing Wage Rates
Please note that these documents and all contained provisions are hereby incorporated into these bid documents and all contracts resulting from this bid.
- Appendix B: Ohio Department of Transportation (ODOT) and Federal Requirements
Please note that these documents and all contained provisions are hereby incorporated into these bid documents and all contracts resulting from this bid.
- Appendix C: State of Ohio Department of Transportation Supplemental Specification 800
Revisions to the 2013 Construction & Material Specifications
Please note that these documents and all contained provisions are hereby incorporated into these bid documents and all contracts resulting from this bid.
- Appendix D: Plan Drawings and Technical Specifications
(Posted Under Separate Cover) *Please note that these documents and all contained provisions are hereby incorporated into these bid documents and all contracts resulting from this bid.*

Section I: Instructions to Bidders

A. Submitting Bids

1. Bids are to be returned to:
The City of Canton Purchasing Department
218 Cleveland Avenue SW, 6th floor
Canton, OH 44702
2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
 - a. Project title.
 - b. Office where bid is to be submitted.
 - c. The contract/project for which a proposal is being made.
 - e. The name and address of the bidder.
 - f. The date and time of the bid opening.
3. The following items should be submitted with a bid in order for it to be considered. Failure to submit one of these items may result in a disqualification of the bid.

City of Canton Requirements

- a. Bid Title Page
- b. Signature Page
- c. Proposal Pages
- d. Bid Form 3 – Authority of Signatory
- e. Bid Form 4 – Bid Guarantee
- f. Bid Form 5 – Bidder Information
- g. Bid Form 6 – Project References
- h. Bid Form 7 – Non-Collusion Affidavit
- i. Bid Form 8 – Questionnaire in Determining Lowest and Best Bid
- j. Bid Form 9 – Insurance Affidavit and Requirements

ODOT and Federal Requirements

- a. Proof of ODOT Pre-qualification (See ODOT 2013 Federal LPA Template Section 4).
- b. Appendix B – ODOT and Federal Requirements **with a response circled in Section 6 regarding Federally Required EEO Certification.**
- c. Certification Of Compliance With Affirmative Action Programs - In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the bidder must furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator **dated prior to the date fixed for the opening of bids.** (See ODOT 2013 Federal LPA Template Section 11).
- d. Proof of enrollment and good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC. The City of Canton will

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

The City of Canton Engineering Department

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 DFSP Discount Program or a similar program approved by the Bureau of Workers' Compensation **within 8 days of the bid opening.**

- e. This project has a Disadvantaged Business Enterprise (DBE) goal of **5%**. The contractor must provide a plan on how it will satisfy the DBE goal and proof of commitments from DBE subcontractors and suppliers prior to the City of Canton entering into the contract. This plan must include a designated EEO officer for the bidding contractor.
 - f. Before a contract will be awarded, the Contractor must provide C-92 forms for all subcontractors.
3. Bids will not be accepted after 2:00 PM on Wednesday, May 13, 2015. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids.
 4. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.
 5. The bids shall be opened and publicly read shortly after the deadline for their submission.

B. Pre-Bid Meeting/Walkthrough

1. There will not be a pre-bid meeting for this project.

C. Questions and Addenda

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. **Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.**
2. Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. All questions pertaining to the project should be directed to:
Randall Dublikar, Director of Purchasing
Email: randall.dublikar@cantonohio.gov

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

D. Bid Proposal Form and Proposal Page

1. The proposal page is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.

E. Contract Award

1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City.
2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

F. Notice of Award and Execution of Contract Documents

1. The successful bidder will be notified in writing once the contract is awarded by the Board of Control.
2. At this time the contractor will be required to sign official contract documents and submit any remaining bid forms.
3. Once the completed contract is certified by the City of Canton Auditor, a copy of the contract, Purchase Order, and Notice to Proceed will be mailed to the contractor.

G. Pre-Job Meeting, Requirements, and Considerations

1. A pre-construction meeting will be held prior to the start of this project. This meeting will include the Contractor and the Owner's representative. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-construction meeting.

H. Notice to Proceed and Job Completion

1. The Contractor shall not start the work embraced in this contract before the date

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

of a written Notice to Proceed from the City. Work shall be completed as per applicable sections in the General Conditions.

2. If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of the procedure of the operations carried on under this contract.
3. The Contractor is responsible for any additional costs due to weather-sensitive construction.
4. The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.
5. Time for Doing Work: See General Conditions Section 7.
6. Liquidated Damages: See General Conditions Section 41.

I. Document Order of Precedence

1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
 - a. Change Order Documents
 - b. Signed Contract Documents
 - c. Official Addenda
 - d. ODOT and Federal Requirements
 - e. Invitation to Bid Signature and Proposal Pages
 - f. Instructions to Bidders
 - g. Plan Drawings and Technical Specifications
 - h. Supplemental Specifications
 - i. General Conditions
 - j. ODOT Construction and Manual Specifications
 - k. Bid Forms
 - l. Bid Form Instructions
 - m. Additional Requirements and/or Conditions
 - n. Legal Notice
 - o. Bid Advertisement

J. Non-Exclusivity

1. The City reserves the right to contract for the same or similar services, or perform the same or similar work with City employees during the course of this contract, if found to be in the best interest of the City.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

K. City of Canton Income Tax

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
2. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Correspondence Address

P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provision:

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax .whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section II: General Conditions

(The headings of the various sections are for convenience in reference. Do not consider these parts of the specifications.)

(1) **Definitions:** The term “City” wherever used in these specifications shall mean the City of Canton, acting through its Service Director, or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term “Director” wherever used shall mean the Service Director of the City of Canton, duly appointed and holding office at the same time the contract was executed or during the fulfillment thereof.

The term “Engineer” whenever used, shall mean the City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

The term “Contractor” wherever used, shall mean the party of the second part entering into contract with the City for the performance of the work herein specified, or his properly authorized agents.

In all cases when the term “days” as used in these specifications shall be held to mean calendar days, unless otherwise noted.

The term “Work” wherever used, shall mean the furnishing of all labor, tools, machinery and the furnishing of all materials, except as herein otherwise specified, necessary to performing and completing of all the work herein specified. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the workmen, the public and to property.

Wherever, in the specifications, or upon the drawings and plans, the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is understood, and similarly, the words approved, acceptable, satisfactory to, refer to the City unless otherwise expressly so stated.

(2) **Decisions:** Contractor will perform all the work under this contract to the satisfaction of the City. The City, in all cases, shall determine the amount, quality, acceptability, and fitness of the several kinds of work, and materials paid for hereunder. The City shall decide all questions that may arise for determining the fulfillment of this contract. The City’s determination and decision thereon shall be final and conclusive; and the City’s determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(3) **Orders to the Contractor and Failure to Execute:** The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address may be changed at any time by a written notice from the Contractor and delivered to the City.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

The Contractor must have on the work at all times, a foreman, superintendent or other competent representative, to whom orders and instructions may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

Whenever instructions or orders which in the opinion of the Engineer require prompt or immediate attention, are neglected or ignored by the Contractor or his Superintendent, the Engineer shall have the power to place necessary men, machinery and materials on the work and charge the entire cost, including overhead expenses, to the Contractor, who shall either pay the entire cost and expenses into the City Treasury, or the amount thereof shall be deducted from money due the Contractor under the contract.

(4) **Subletting or assigning contract:** The Contractor shall give his personal attention to the faithful prosecution of the work, shall retain the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the money payable under this agreement, or his claim hereto except by and with the consent of the City.

Assigning or subletting of the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen or surety hereunder from the contract obligations.

(5) **Subsidiary Contracts:** The Engineer may, when in his opinion, it becomes necessary, make alterations or modifications of the plans and specifications, or order additional materials and work, subject to the approval of the Director; and the Contractor shall be obliged to accept such alterations, modifications and additional work and materials not included in this contract. The price to be paid for the work under such altered or modified contract shall be agreed upon in writing, in a subsidiary contract for such portion of, or additional improvement and signed by the Director and Contractor, before such work is done; such additional work, alteration or modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract, except that a material increase in the amount of work will be considered as a proper claim by the Contractor for an extension of the contract time for completion, by an amount to be determined by the City.

And it is expressly agreed and understood that such alterations, additions or modifications or omissions shall not, in any way, violate, or annul the original contract and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of such alterations, additions, modifications or omissions.

(6) **Inspection:** No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

The Engineer, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

No work shall be done except in the presence of the Engineer, his assistants, agents or inspectors. It shall be the duty of such agents or inspectors to see that all materials used and all work done shall be strictly in accordance with these specifications, but such agents and inspectors shall have no authority whatsoever to order any change in materials, manner of doing the work or quantity of work done.

The field inspection of the work, testing of materials, giving lines and grades, preparation of general and detail drawings, except as otherwise specified, will be done by the Engineer. The inspection and supervision by the Engineer is intended to aid the Contractor in supplying all materials and in doing all work in accordance with the drawings and specifications, but such inspection shall not operate to release him from any of his contract obligations.

(7) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day work week, Monday through Friday from 7:30 am to 4:00 pm except on City recognized holidays; this is the “standard schedule.” The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. If the Contractor wishes to work outside of the standard schedule, the Contractor must submit this request in writing to the Engineer. The Engineer will review nonstandard scheduling and approve/deny the request. The Engineer will base his approval/denial upon benefit to the project, benefit to the City, and necessity to facilitate Contractor operations. Contractor must make special provisions for project inspection for nonstandard schedules and will be required to pay for all costs associated with inspection for approved nonstandard schedules. This includes both City personnel as well as consultants representing the City. The Engineer shall determine method of payment when the need arises. (See also Section 40).

(8) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer. All asphalt paving must take place on the city’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. (See also Section 40).

(9) **Lines and grades:** All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.

(10) **Order of procedure of work:** The Contractor shall proceed with the work at such points as the Engineer may direct, and not more than two adjoining blocks or squares in length, shall be torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

to traffic, except where the Contractor is actually working.

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor, upon written order from the Engineer, shall proceed with such work without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

(11) **Incompetent workmen:** Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.

(12) **Suspending the work:** The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.

(13) **Forfeiture of contract:** Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.

All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

In case of abandonment of the work by the contractor, or its termination by the City, the Director of Public Service shall at once cause the work already done under this contract to be measured. Five percent (5%) of the value of the amount thus shown will be set aside as a retainer under the provisions hereof. In such case no money, due or payable to the Contractor under this contract after the annulling of the same, shall be paid until the work is completed, accepted, and all claims and suits by reason of said work have been finally settled. The retained five percent (5%) shall be held for the full guaranty period, as specified herein and used as provided in other provisions hereof, for keeping in repair so much of the work as was done or completed under this contract.

(14) **Storing materials delivered on work:** All materials required in the work may be placed on the sides of the roadway, or parking area, or upon a portion of the sidewalk along the sides of the roadway to be improved and upon adjoining portions of intersecting streets, as directed by the Engineer; but all such materials shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the general public. All fire hydrants must at all times be kept free and unobstructed; water and gas shut off boxes must be left uncovered by such materials; and passageways must be left for store entrances, private driveways and street intersections.

No materials, tools or machinery shall be piled or placed against shade trees unless they be amply protected against injury therefrom, and all shade trees and other improvements must be protected from injury caused by the storing of materials or otherwise during the prosecution of the work.

All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time, and danger signals by day, to warn the traffic of such obstructions.

(15) **Storage of materials, tools and machinery during suspension of work:** Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.

(16) **Ownership of old materials:** All old curbing, stone walk, paving brick, brick crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

(17) **Plans, profiles, and specifications:** The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the plans, drawings, and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but shall take effect at the date of notification to the Contractor of such correction.

The City will furnish the Contractor with up to three (3) sets of additional copies of the plans (full size or half size, if available) as may be required, for the construction of the work herein specified.

(18) **Private rights of way:** Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.

(19) **Injunctions:** If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

(20) **Attested accounts:** In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.

(21) **Claims for extra materials and work:** All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefor has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed. See Change Order Policy in the Appendices for more information.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

(22) **Claims for damage for omission or delays:** If any change or alteration involves the omission of any materials or work called for in the original plans and specifications, any claim for loss of profits, or any other cause growing out of any such omissions is hereby expressly waived by the Contractor.

No claims for prospective profits will be allowed, by reason of the inability of the City to proceed with all, or any part of the work provided for in this contract; nor for damages by reason of any delay on the part of the City, but any such delay shall entitle the Contractor to a corresponding extension of time for the completion of the work. See Claims Management Policy in the Appendices for more information.

(23) **Damages to property:** All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.

(24) **Liability of contractor for injuries, patents, etc.:** It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk. The contractor assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.

He shall assume the defense of any indemnity and save harmless the City and its individual officers and agents from all claims relating to labor and materials furnished for the work to inventions, patents and patent rights used in doing the work, to injuries to any person or corporation received or sustained by or from the Contractor and his agents and employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein, or by reason of any condition in the improvement created by the Contractor or for any other liability therefor.

The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.

If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.

The statement of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by these specifications, said reference to any specific duty or liability being merely for the purpose of explanation.

(25) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.

(26) **Traffic regulations:** The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

During the construction of the sewer work and other ditches, only one-half of the street intersections may be blocked at one time and the Contractor shall provide and maintain temporary driveways, bridges, and crosswalks over sewer and other trenches, such as, in the opinion of the Engineer in charge of the work, are necessary to reasonably accommodate the public.

To accommodate pedestrians during the progress of the work, the Contractor shall provide and maintain crosswalks on that portion of the street being improved, both across the main roadway and at the street and alley intersections. The crosswalks shall be constructed of planks two (2) inches thick, and within the fire limits of the City, they shall be at least five (5) feet wide, and outside the fire limits at least three (3) feet wide.

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain and legible type, and indicating the direction to be taken by traffic as directed by the Engineer.

In the event of the Contractor's failure to comply with the above provisions relative to traffic regulations, the City may cause said provisions to be carried out and the cost and expense of such work shall be deducted from any money due the Contractor under this contract, but the performance of any such work by the City, or at its insistence or request, shall in no way release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

The Contractor shall not place any material on any sidewalk so as to interfere with the free access to any crosswalk by pedestrians.

No additional compensation will be paid to the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the prices bid by him upon the several items as named upon the proposal therefor.

(27) Hauling materials on paved streets: During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

(28) Cleaning up during the progress and completion of work: During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

As fast as any portion of the work, such as the construction of sewers or drains not located in the street or streets to be improved under the contract is completed, the backfilling of trenches and the repaving over the same shall be done as soon as possible, as herein specified.

As fast as the roadway pavement is completed, the Contractor shall remove all rubbish and surplus materials which have accumulated during the progress of the work provided herein, from the new or existing sewers, the roadway, sidewalk space and intersecting streets and shall render the streets suitable, safe and convenient for traffic.

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is completed too late in the fall to permit all of the cleaning up as herein specified, that portion not completed shall be done the following spring within ten (10) days after written notice to do so from the Engineer.

All such cleaning and removal of cleanings shall be done by the Contractor and the cost and expense thereof shall be included in his price for furnishing of materials and laying of pavement.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

In case the Contractor shall fail or neglect to do any cleaning within forty-eight (48) hours after the receipt of notice to do so, or in the manner specified, the Director of Public Service may and is hereby authorized to cause the same to be done and charge the cost and expense thereof to said Contractor and deduct the amount of such cost and expense from any estimate due him at any time thereafter.

(29) **Existing surface fixtures and structures:** At least forty-eight (48) hours before breaking ground, the Contractor shall notify all the City Departments and public service corporations, whose tracks, wires, pipes, conduit or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary blocking of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

(30) **Existing sub-surface fixtures and structures:** Existing sub-surface structures encountered in the work shall be protected and maintained in complete operation, unless permission is given for their removal. Existing substructures, including old sewers, abandoned sewers, abandoned drains, etc., which may appear within the limits of the excavating, shall be removed, if required by the City, but such removal will not be paid for separately, except when expressly specified, being paid for in the price for excavation or other items including excavation.

In case the uncovering of sub-surface structures necessitates a change in the alignment of grade of the proposed work, the Contractor shall give immediate notice of such obstruction to the Engineer, and shall cease work at such points until ordered to proceed.

And in case any change of grade or alignment shall delay the work, the time allowed for the completion of the contract will be extended to the extent which the delay shall have operated, the decision of the Engineer upon this point being final.

(31) **City may construct sewers, drains, etc.:** The City reserves the right to suspend or stop the work on all or any part of the progressing improvement, for the purpose of laying, relaying or allowing to be laid, or re-laid, any sewers, drains, gas pipes, water pipes, conduits or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

the improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service.

If the Contractor hereunder finds that the trenches are not properly backfilled, he shall so notify the Engineer in writing, allowing ample time to have the defects remedied before proceeding with the improvement.

The Contractor may exercise the right to such supervision of the work, as he may deem necessary to insure good material and workmanship, in order that he may properly protect himself from defects in the finished pavement for which he will be responsible under his guaranty. The Contractor will be allowed and paid for any additional materials, the use of which is made necessary on his part by reason of the above specified work, such reasonable sum (not to exceed contract price) as may be agreed upon in writing between himself and the Director before such additional materials be used, and in the manner specified for subsidiary contracts.

(32) **Special repairs:** The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.

(33) **Use of city water supply:** The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

The Contractor must notify the Water Department at least forty-eight (48) hours in advance of the time such installation is required.

(34) **Use of sewer:** At any time during the progress of the work the City may, by written notice to the Contractor, take over and utilize the whole or part of any sewer, drain or appurtenance thereof which has been completed, giving if desired, permits to tap and connect therewith. In such event, the Contractor shall be relieved from the maintenance of such part as may be used except as provided under the section "Guaranty" and such will be deemed as final acceptance by the City of the part or parts used, subject to the responsibility of the Contractor for all defects in workmanship, etc., as provided under the "Guaranty" section of these specifications.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

(35) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

(36) **OSHA standards:** It is the City's requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

(37) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

References to special laws and ordinances in other sections of this contract shall in no way relieve the Contractor from compliance with all the provisions of this section.

(38) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.

(39) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract. This shall include all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

(40) **Starting and completing the work (Contract Duration):** The Contractor shall not start the work embraced in this contract before the date of a written notification from the Engineer, and shall commence at such points as the City may direct.

If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of procedure of the operations carried on under this contract.

The duration of this agreement for the completion of the work embraced in this contract shall

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

be 60 Calendar Days from the Notice to Proceed date.

An interim completion date of July 31, 2015 shall be effective for work between park drive and 12th street (slm 2.30 to slm 3.41). The minimum acceptable work to be completed in this section by the interim date includes all paving procedures, curb ramp installation, temporary pavement markings, and casting adjustments/reconstructions. The interim completion date (July 31, 2015) shall not be adjusted by weather days; however, the contractor will be guaranteed 30 calendar days from the notice to proceed (ntp) to complete the work before liquidated damages are assessed. Weather days may be applied to the end of the 60 day completion date.

Contractor is responsible for any additional costs due to weather-sensitive construction, such as, but not limited to, protecting concrete from freezing, heating of water as needed, etc. as well as insuring that all materials used satisfy appropriate specifications such as, but not limited to, asphalt temperature specifications, non-frozen backfill material, etc.

The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

(41) **Liquidated Damages and Paving Time Restrictions:** The Contractor guarantees that he can and will complete the work on or before the required deadline, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be One Thousand Dollars (\$1,000.00) for each calendar day by which the Contractor fails to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

All asphalt paving must take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. The City will deduct and retain, from any money due or any money to become due under the contract One Thousand Dollars (\$1,000.00) for each day by which the contractor fails to pave within the stated time restrictions. The Contractor shall be liable for the payment of the difference upon demand of the City.

(42) **Samples:** Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.

(43) **Measurements:** The contract will not use extra or customary measurements of any kind, unless specially noted, in measuring the work under these specifications; the length, area, solid contents or number only, are considered as a basis for payment as hereinafter specified.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

The measurements as made by the City of the amount of the work done shall be final and conclusive.

Payments will be made upon the work done within the lines prescribed by the plans, drawings or specifications, and in accordance with the unit prices for the items under which the work is done. Nothing therein contained depriving the City of any remedy or defense it may have under the same, for violation of the terms or conditions of this agreement.

(44) **Partial payments:** The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

Partial payments to the Contractor for work performed for a lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer which schedule shall apportion the lump sum price to the principal features entering into or forming a part of the work covered thereby.

Partial payments to the Contractor for labor performed and materials furnished shall be made at the rate of ninety-two (92) percent of the estimate submitted by the Contractor and approved by the Engineer until the project is fifty (50) percent completed. The reimbursement rate will be one hundred (100) percent of such estimates after the project is fifty (50) percent completed. **The City will not make payment for materials stored on site.**

The City shall pay the Contractor monthly, not less than the difference between the amount of each monthly estimate which has been approved by the Engineer and the sum of Retainage stipulated below and any other amounts which the City is authorized by the contract to withhold. The making of any monthly payment shall not be taken or construed as approval or acceptance by the City of any work included in the estimate upon which such payment is based.

If the City fails to make payment within sixty (60) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the average of the prime rate established at the commercial banks in the city of over one hundred thousand population nearest the construction project, commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

To aid in determining quantities of materials for pay, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for measuring such materials.

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

(45) (46) **Pre-final and final estimates and payments:** As soon as practicable after the completion of work under the contract, the Engineer will perform a formal inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such certified pre-final estimate, the City will pay the Contractor all of the monies owing him under the contract, except the Retainage, which the City will hold for sixty-day (60) period after the date of the pre-final estimate.

Upon the expiration of such sixty (60)-day period, provided that it appears upon further inspection and certification by the Engineer that the contract has been faithfully performed, the City will pay to the Contractor the whole sum retained or such part thereof as remains after deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(47) **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time. At the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.

(48) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(49) **Last payment to terminate liability of City:** No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.

(50) **Guaranty:** The Contractor, for and in consideration of the monies received and to be

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

The failure of the Director to give notice within the specified period shall not preclude the operation of this section.

The guaranty periods referred to above in this section shall be as follows:

Piles and Anchors require a 5 year warranty and 75 year design life

C.I.P.P. Rehabilitated Sewers, 2 years

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

(51) **No estoppel:** The City shall not be precluded or estopped by any return or certificate made or given it, from showing at any time, either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Neither the acceptance by the City, nor any order, measurement, or certificate, by the City, nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reversed to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Section III: Supplemental Specifications

Supplemental Specification 01-00

PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS

September, 2000

* Revised August, 2009

- 01.00 Project Submittals
- 01.01 Shop Drawings
- 01.02 Preconstruction Video
- 01.03 Progress Schedule
- 01.04 Release Statement for Disposal of Excavated Material
- 01.05 Traffic Control Plan
- 01.06 Contractor and Subcontractor Emergency Contact List
- 01.07 Statements of Final Compliance

01.00 PROJECT SUBMITTALS: The listed items shown above are the full responsibility of the **Prime Contractor** and or **Developer/Contractor**, hereafter shown as “**Contractor**”, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City’s Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all submittals not clearly legible will be rejected.

All project submittals should be submitted with four copies, unless otherwise denoted.

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. Submittals shall be made in sufficient time to allow **at least 10 business days** for City’s review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor. All actions noted by the City other than “no exception taken” will require supporting notation or information for project review.

Payment for the performance of the work hereafter listed shall not be paid for directly, and shall be considered as a subsidiary obligation of the Contractor.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

01.01 SHOP DRAWINGS:

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
 - 1. Project Name
 - 2. General Project Number (GP XXXX), if applicable
 - 3. Subdivision Description, if applicable
 - 4. Name of Contractor
 - 5. Name of Subcontractor (if applicable)
 - 6. Name and Address of Supplier and/or Manufacturer
 - 7. Log Reference Number
- e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.

01.02 PRECONSTRUCTION VIDEO: Prior to actual construction, the Contractor shall have taken televised videos of the entire length and width of the work site.

- a) The Contractor shall notify the Engineering Department prior to scheduling the televising of the site. A representative of the Engineering Department shall be present when video is taken.
- b) Video shall be recoded on DVD. The video and audio recordings shall be compatible for replay on standard DVD devices.
- c) The video portion of the DVD shall have continuous time and date incorporated into it. DVD's shall be numbered consecutively along the site of the work. The locations and person(s) doing the work shall also be recorded.
- d) All DVD's shall become the property of the Engineer, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

The City of Canton Engineering Department

01.03 PROGRESS SCHEDULE: The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:

- a) Progress schedule as a minimum to be prepared in bar graph fashion. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
- b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

01.04 RELEASE STATEMENT FOR DISPOSAL OF EXCAVATED MATERIAL:

- a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as landfilled depositories for all surplus or unsuitable excavated material from the project site.
- b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents.
- *c) See attached sample copy for referencing purposes.

01.05 TRAFFIC CONTROL PLAN: Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the City Traffic Engineer prior to plan submission.

01.06 CONTRACTOR AND SUBCONTRACTOR EMERGENCY CONTACT LIST: Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. The list should include name, title, and emergency contact phone numbers for each individual.

01.07 STATEMENT OF FINAL COMPLIANCE: The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

- a) Certificates of Substantial and Final Completion Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed. Not applicable for subdivision projects.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

- b) Final Waiver of Lien Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

Supplemental Specification 06

FIBER REINFORCED BITUMINOUS MEMBRANE SURFACE TREATMENT
(FIBER-SAMI)

March 2015

- 06.01 Description
- 06.02 Specifications and Materials
- 06.03 Equipment
- 06.04 Weather Limitations
- 06.05 Construction
- 06.06 Application of Fiber Reinforced Bituminous Binder
- 06.07 Quality Control
- 06.08 Documentation
- 06.09 Acceptance
- 06.10 Placement of Asphalt Overlay
- 06.11 Method of Measurement
- 06.12 Basis of Payment

06.01 DESCRIPTION. This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a Fiber Reinforced Bituminous Membrane Surface Treatment used as a standalone finished surface (Type A) or as a Stress Absorbing Membrane Interlayer (SAMI) (Type B). The applied material shall completely seal the entire pavement surface and provide a uniform textured surface, suitable for placement of hot mixed asphalt, micro-surfacing or as a finished surface.

This is accomplished by using a specific applicator, which can be mounted on an asphalt distributor modified for applying the surface treatment of bituminous binder reinforced with glass fibers. The applicator comprises of an open bottomed spray bar housing fan or blower for producing a down draft in the housing, and at least one spray bar mounted on the housing and adapted to extend transversely in the direction of movement of the asphalt distributor on which the unit can be mounted.

A number of nozzles spaced longitudinally along the spray bar for spraying bituminous material, means of controlling the nozzles, and a number of sources for dispensing the cut glass fibers through the open bottomed housing to the surface of the bituminous material previously sprayed shall also be included.

06.02 SPECIFICATIONS AND MATERIALS

POLYMER MODIFIED BITUMINOUS BINDER			
<u>EMULSION PROPERTY</u>	<u>MIN.</u>	<u>MAX.</u>	<u>TEST METHOD</u>
S.F. VISCOSITY, 50 C (sec)	100	250	ASTM D 244
PERCENT SOLIDS (%)*	65	---	ASTM D 244
STORAGE STABILITY, 24 hrs. (%)	---	1.0	ASTM D 244

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

The glass fiber is E Class from an approved source. The glass fiber spools are supplied internally wound, in coils or cheeses. The spools are cut in-place into 60 mm, (2.38") lengths which are distributed uniformly across and between the two parallel applications of modified asphalt emulsion. Glass fiber spread rates are up to 120 g/m², (4oz.), with additional asphalt emulsion rates of spread, depending upon the site requirements.

06.03 EQUIPMENT. All equipment required for performance of the work shall be approved before construction is to begin, and shall be maintained in satisfactory operating condition. The Contractor shall furnish an accurate thermometer, hand brooms and other small tools and equipment essential for the completion of the work.

PRESSURE DISTRIBUTOR/FIBER APPLICATOR

The pressure distributor shall have a computerized rate control that automatically adjusts the distributor's pump to the ground speed. The pressure distributor shall be capable of heating and re-circulating the bituminous binder to the specified temperature. The proper nozzles shall be used for the material and rate specified. There shall be two separate spray bars, one in front of the fiber applicator housing and one following it. The fiber cutter and distributor shall be an integrated unit. The integrated applicator shall be comprised of an open bottomed spray bar housing, a fan or blower producing a down draft in the housing, and at least one spray bar mounted on the housing and adapted to extend transversely in the direction of movement of the vehicle on which the applicator is mounted. A number of sources for dispensing cut glass fiber through the open bottomed housing to the surface of the binder material previously sprayed shall also be included.

The integrated applicator shall have been calibrated within the previous 12 months for transverse and longitudinal distribution application rates according to ASTM 02995, Practice for Determining Application Rate of Bituminous Applicator or other suitable method. The bituminous fiber applicator shall be equipped, maintained, and operated so that the bituminous materials can be applied at controlled rates from 0.1 l/m² (0.022 gal/SY) to 2.7 l/m² (0.56 gal/SY). The fiber is applied at controlled rates from nominally 30 to 120 g/m² (approx. 1-4 oz/SY). These applications shall be such that a uniform first layer of asphalt emulsion is applied followed by uniform layer of glass fibers that is chopped in-place and covered with a uniform layer of asphalt emulsion.

AGGREGATE SPREADER

The aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of material at the specified rate.

PNEUMATIC TIRE ROLLER

The pneumatic tire rollers shall conform to 2013 CMS 401.13 type P-2.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

06.04 WEATHER LIMITATIONS. The fiber reinforced bituminous membrane surface treatment shall be placed when the pavement and atmospheric temperature is 50° F or above. Placement is not permitted if it is raining, when the pavement surface is wet, or when temperatures are forecasted to be below 32° F within 24 hours of placement

06.05 CONSTRUCTION. The Contractor shall follow the construction methods as described.

1. Preparation of the surface shall be in accordance with 2013 CMS 407.05. The surface shall be cleaned by the Contractor and shall be dry when the bituminous binder is applied. Material cleaned from the surface shall be disposed of in accordance with 2013 CMS 203.01.
2. The specified aggregate shall be spread uniformly onto the bituminous binder/fiber within 30 seconds of the bituminous spray and shall be placed in accordance with 2013 CMS 410.04, except that three-wheel rollers will not be required.
3. Projects greater than 12,000 sy² shall use a minimum of two rollers. Rollers shall proceed at maximum speed of 5 mph. The entire surface shall receive a minimum of two roller passes. The first roller pass shall be performed within one minute of aggregate spreading.
4. Brooming of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours and prior to placement of surface course material.
5. The Contractor shall protect all utility castings using tarpaper or other approved material. All covers shall be properly fitted to the casting and removed prior to sweeping.

06.06 APPLICATION OF FIBER REINFORCED BITUMINOUS MEMBRANE SURFACE TREATMENT. Fibers and bituminous materials shall be applied by means of a pressure distributor in a uniform, continuous spread over the section to be treated and within the temperature range, sandwiching the in-place chopped fibers between the two layers of asphalt emulsion. The distributor shall be moving forward at the proper application speed at the time the spray bar and fiber chopper bars are opened. If any skipped areas or deficiencies occur, the operation shall be immediately stopped. Junctions of spreads shall be carefully made to assure a smooth riding surface and the deficient areas corrected in a manner approved by the Engineer.

BITUMINOUS BINDER

The bituminous binder shall be applied at a temperature of 150 F to 180 F, and at the rate specified.

COURSE AGGREGATE

- Stockpiling and loading methods shall permit ready identification of material and to minimize segregation and contamination of the aggregate.
- The moisture content of the course aggregate shall be below 4% and maintained throughout the project.
- Course aggregate shall be spread uniformly without ridges or gaps at the specified rates.
- Spreading of the aggregate shall be adjusted to produce a minimum of excess loose particles and shall provide complete coverage after rolling.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

- The spreading operation shall be accomplished in such a manner that the tires of trucks or the spreader at no time comes into contact with the newly applied bituminous material.

MATERIAL APPLICATION RATES

BINDER/FIBER APPLICATION RATE
Gallons per Square Yard

<u>APPLICATION TYPE</u>	<u>Emulsion</u>	<u>Tolerance</u>	<u>Fiber</u>
Type A	0.44-0.55	±0.02	1-4 oz.
Type B	0.44-0.60	±0.02	1-4 oz.

Aggregate application rate shall be as determined by the supplier of the Fiber Reinforced Bituminous Membrane Surface Treatment binder and shall produce a completed surface with no exposed binder. The supplier of the Fiber Reinforced Bituminous Membrane Surface Treatment binder shall determine the application rate for emulsion and aggregate, based on the existing pavement condition and aggregate size. This information shall be reported to the Engineer prior to beginning work and shall include an aggregate gradation on the job specific materials.

06.07 QUALITY CONTROL. The Contractor to measure compliance shall use the methods described in this section.

- Aggregate gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Yield Check on Fiber
- Temperature Check on Bituminous Binder

If the Contractor's test results exceed any of the identified quality control tolerances, the Engineer shall be immediately notified. The Engineer will review the explanation and the corrective action taken by the Contractor. Another test will be taken and if the results still exceed the quality control tolerance, placement shall stop. The Contractor shall immediately notify the Engineer, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The Engineer will give approval prior to resuming work.

BITUMINOUS BINDER

The application rate shall not exceed a tolerance of 0.02 gallons per square yard from the specified rate, and within the temperature range as specified in 1512.07.

COURSE AGGREGATE

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

The aggregate shall be clean and uniform, and shall be within the gradation range as specified in 06.02, Moisture content shall not exceed the tolerance as specified in 06.06.

06.08 DOCUMENTATION. The Contractor shall provide the Engineer a daily report with the following information:

- Control Section/Project Number/County/Route
- Date/Air Temperature/Pavement Temperature
- Bituminous Binder Temperature (3 per day)
- Station Location per Test
- Beginning and Ending Stations
- Yield Check on Bituminous Binder (3 per day)
- Yield Check on Fiber (3 per day)
- Aggregate Gradation & Moisture (1 per day)
- Length/Width/Total Area

Other required documentation shall include:

Bill of lading on aggregate, fiber and bituminous binder, to be provided as requested or at project completion.

06.09 ACCEPTANCE. The Contractor shall inspect the completed Treatments during the application process for any deficiencies. The deficiencies will be limited to flushing, surface patterns and loss of stone retention.

Workmanship shall be inspected for the following:

- Untreated areas (missed)
- No overlap on longitudinal joints
- No overlap on construction joints

All corrective work shall be accomplished prior to resurfacing with bituminous materials, or within 24 hours. The Contractor shall furnish materials, equipment and labor to make corrections at no additional cost to the Contract. The Engineer shall give final approval on inspection and corrective work.

06.10 PLACEMENT OF ASPHALT OVERLAY. If the Fiber Reinforced Bituminous Membrane Surface Treatment application is used as an intermediate layer for an asphalt overlay, a minimum period of 24 hours shall be observed prior to the placement of the asphalt surface course after placement of the Fiber Reinforced Bituminous Membrane Surface Treatment material. This time limit may be increased or decreased by the Engineer dependent on ambient temperatures and conditions.

06.11 METHOD OF MEASUREMENT

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Fiber Reinforced Bituminous Membrane Surface Treatment will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for Fiber Reinforced Bituminous Membrane Surface Treatment.

06.12 BASIS OF PAYMENT

Fiber Reinforced Bituminous Membrane Surface Treatment shall be paid for per square yard for furnishing all preparation, materials, equipment, labor, clean up, and incidentals necessary to complete the work as specified.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
SPEC	Fiber Reinforced Bituminous Membrane Surface Treatment, Type A	Square Yard
SPEC	Fiber Reinforced Bituminous Membrane Surface Treatment, Type B	Square Yard

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section IV: Additional Requirements and/or Conditions

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Contractor agrees that Canton's specifications and bid documents shall incorporate and be made part of any subsequent contract entered by the parties.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Contractor shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Contractor agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Contractor, its agents, employees or subcontractors. Nothing herein shall be construed to hold Contractor liable for Canton's negligence.
- F. Contractor's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Contractor's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.
- I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will include conforming changes in the contract and termination time.
- J. Work changed, and the contract price and termination time modified can be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will be determined by mutual agreement of the parties before starting any work involved in the change order.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section V: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited to, the following:

- 1. Chapter 105.02 – Public Paving Time Restrictions.**
All city public paving contracts shall include a provision for liquidated damages in order to provide the city reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the city’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.
(Ord. 270-2014. Passed 12-29-14.)
- 2. Chapter 105.03 – U.S. Steel Usage Required; Exception.**
All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.
(Ord. 224-77. Passed 6-27-77.)
- 3. Chapter 105.05 – Materials to be Purchased Locally.**
In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:
It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
(Res. 49-77. Passed 2-7-77.)
- 4. Chapter 105.06 – Minority Contract Provision.**
a. All contracts with the City shall include the following clause:
The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.
(Ord.185-2011. Passed 10-31-11.)

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

5. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax .whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

(Ord. 158-2014. Passed 8-11-14.)

6. Chapter 507.03 – Equal Employment Opportunity Clause.

- b. During the performance of this contract, the contractor agrees as follows:
 1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

The City of Canton Engineering Department

take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470

The City of Canton Engineering Department

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section VI: Bid Forms and Instructions

Failure to submit Bid forms 3 through 9 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 10 through 14 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

BID FORM 3 – AUTHORITY OF SIGNATORY

The authority of the bid signatory must be established. Bid Form 3 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

BID FORM 4 – BID GUARANTY

Each proposal shall be accompanied by a bid guaranty which shall consist of one of the following:

1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.
2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made. A bid guaranty check shall be made payable to the owner without condition. A contractor using a bid check will be required to furnish a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, is read as having a penal amount equal to the price bid, if no amount is written.

In the case where a bidder to whom a contract award is made fails to execute and secure a contract within ten (10) days after the issuance of the notice of award in writing, the award may be vacated and the bid guarantee, in an amount not to exceed ten percent (10%) of the amount bid, forfeited.

The Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with a local agent. Agents of bonding companies which write the Bid Bond for this contract shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Identification of the local agent is to accompany each Bond.

The surety used for the bid bond shall be listed in the current edition of the U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

Include the City of Canton, the Ohio Department of Transportation (ODOT), and the Akron Metro Regional Transit Authority as obligees on all bonds.

BID FORM 5 – BIDDER INFORMATION

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the Owner after the receipt of bids. Low bidders may be interviewed by the owner and shall furnish such information as the Owner may deem necessary to consider prior to making an award.

BID FORM 6 – PROJECT REFERENCES

Each bidder shall provide references as set forth on Bid Form 6.

BID FORM 7 – NON-COLLUSION AFFIDAVIT

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided in this document.

BID FORM 8 – QUESTIONNAIRE IN DETERMINING LOWEST AND BEST BID

This form identifies a series of factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid.

BID FORM 9 – INSURANCE AFFIDAVIT AND REQUIREMENTS

The successful bidder will be required to submit the required insurance as outlined in Bid Form 9.

All bidders would be well advised to consult their insurance agent as soon as possible so that all questions and concerns can be given due consideration.

BID FORM 10 – AFFIDAVIT FOR FOREIGN CORPORATIONS

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

BID FORM 11 – LISTING OF SUBCONTRACTORS

The successful bidder shall provide the name, type of work to be performed and value of each subcontract. Note that subcontractors are distinguishable from suppliers.

BID FORM 12 – PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

BID FORM 13 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO

This form is to be completed in which to certify that the bidder does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

BID FORM 14 – ARTICLES OF INCORPORATION

The successful bidder will be required to submit a copy of the company's articles of incorporation.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 3: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 4: Bid Guaranty

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

Include the City of Canton, the Ohio Department of Transportation (ODOT), and the Akron Metro Regional Transit Authority as obligees on all bonds.

*****Please include your bid bond or bid check at the front of your submitted bid packet*****

PERFORMANCE BOND AFFIDAVIT

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 5: Bidder Information

Bidder Information Page 1 of 3

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder _____

b. Business Address _____

_____ City State Zip

c. Business Telephone Number (____) _____

d. Person, address, email and telephone to whom official notices are to be sent

e. Person, address, email and telephone for further information regarding this proposal

f. State(s) of incorporation (w/dates of incorporation)

g. Principal place of business

h. Federal I.D. Number # _____

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bidder Information Page 2 of 3

2. Form of Business Organization.

____ Corporation ____ Partnership ____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

4. Name and address of other person, firms or companies interested in this contract.

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bidder Information Page 3 of 3

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20_____

Contractor

By _____

(Signature of individual, partner or officer signing the proposal.)

Please have this page notarized

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 6: Project References

Each bidder should provide a list of comparable projects performed over the last three (3) years (maximum of 10) indicating the following:

- Owner (with name, address and telephone number of Owner's project manager).
- General description of work, and size and type of project. Also indicate whether participation was as a prime or subcontractor. If the bidder's participation on the project was as a subcontractor, identify prime contractor with information requested above for the OWNER.

All previous work for the OWNER over the last five (5) years should be identified.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 7: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

**Bid Form 8: Factors to Be Used When Determining Lowest and Best Bid,
Page 1**

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01.

QUESTIONNAIRE

When completing Bid Form #8, please submit your answers, separately, on your company letterhead and attach to Bid Form #8.

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens field, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.
6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 8: Page 2

8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
14. Please describe any violations of the worker compensation law.
15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 8: Page 3

19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
21. Please state whether the bidder's work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.
Local Employee Definition
 - A. A person residing within the City of Canton or Stark County,
 - B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
 - C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection A or B hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 9: Insurance Affidavit and Requirements

Insurance Requirements

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
- I. The Contractor agrees to indemnify and save the Owner (City of Canton), and the Ohio Department of Transportation (ODOT) harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner and/or the Ohio Department of Transportation (ODOT), arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
 - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
 - III. In accordance with Item II, the Contractor shall maintain the following insurance:
 - 1. Worker's Compensation and Employer's Liability
Insurance affording,
 - (a) Protection under the Workmen's Compensation Law in the State of Ohio.
 - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
 - 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$100,000.00
Medical Expense Limit	\$5,000.00

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
 - b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
 - d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
 - e. **INCLUDE THE CITY OF CANTON, OHIO AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**
 - f. **INCLUDE THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**
 - g. **INCLUDE THE AKRON METRO REGIONAL TRANSIT AUTHORITY AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
- | | |
|--|----------------|
| Bodily Injury and Property Damage
any one accident or loss: | \$1,000,000.00 |
|--|----------------|
4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism,

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

Insurance Affidavit

Each bidder should obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.
2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form. This must include:

1. Certificate of Liability Insurance with the City of Canton and the Ohio Department of Transportation listed as an additional insured
2. Ohio Worker's Compensation Certificate

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 10: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 11: Listing of Subcontractors

The Bidder shall set forth the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor will be. Note that subcontractors are distinguishable from suppliers.

Subcontractor – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion itself.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 12: Personal Property Tax Certification (ORC 5719.042)

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Corporation

President

Secretary

NOTE: This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to your company.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 13: Certification: Auditor of the State of Ohio

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

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20 _____

(Notary Public)

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Bid Form 14: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section VII: Plan Drawings and Technical Specifications

The Plan Drawings and Technical Specifications are provided under separate cover at the Purchasing Department website at <https://cantonohio.gov/purchasing/?pg=showbids> and the Engineering Department website at <https://cantonohio.gov/engineering/?pg=507>.

Please note that these documents and all contained provisions are hereby incorporated into these bid documents and all contracts resulting from this bid.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section VIII: Project Utility Note

Utility Note
STA-Fulton Rd-2.295
PID #99470
City of Canton
Sale Date: 4th Quarter FY2015

Project Utility Note: There are subsurface and aerial utilities within this project. The Contractor will coordinate with the utilities to prevent any adverse impact. The contractor shall maintain all of their utility work around any existing lines and take the necessary actions to secure and protect utility facilities during the construction of this project.

Electric Utilities – All precautions must be utilized to avoid contact with electric lines. Contractor is responsible to secure the lines during construction if needed.

American Electric Power (AEP): The company has aerial and buried electric lines throughout the project. No conflicts are anticipated.

Communications Utilities – All precautions must be utilized to avoid contact with communication lines. Contractor is responsible to secure the lines during construction if needed.

Time Warner Cable: The company has aerial CATV lines throughout the project. No conflicts are anticipated.

AT&T: The company has aerial telecommunications lines throughout the project. No conflicts are anticipated.

Windstream KDL: The company has aerial fiber optic lines throughout the project. No conflicts are anticipated.

Natural Gas Utilities – All precautions must be utilized to avoid contact with gas lines. Contractor is responsible to secure the lines during construction if needed.

Dominion East Ohio (DEO): The company has buried gas lines throughout the project. No conflicts are anticipated; however, Contractor must coordinate with DEO for any valve box or test wire box adjustments within road pavement and/or sidewalks (ADA curb ramps).

City-Owned Utilities

Canton City Water - Contractor is responsible to secure the lines during construction if needed.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Canton Water Department (CWD): The Department does have water lines, valve boxes, and appurtenances throughout the project. Contractor shall take care not to damage existing water facilities. Contractor shall coordinate any necessary adjustments with the CWD.

Canton City Sanitary Sewer- Contractor is responsible to secure the lines during construction if needed. Reconstruct/Adjust to Grade Manholes as specified in the plans.

Canton City Storm Sewer- Contractor is responsible to secure the lines during construction if needed. Reconstruct/Adjust to Grade Manholes and Catch Basins as specified in the plans.

Canton City Traffic Signals- Contractor is responsible to secure the lines and equipment during construction if needed.

Canton City Engineering Department, Traffic Signal Division: The City has traffic signal equipment at each signalized intersection. Existing loop detectors will be abandoned. As such, loop detector wires and lead-in cables need not be maintained. Contractor must take care to not damage pull boxes and conduits. Pull boxes within new sidewalk/curb ramps areas shall be adjusted as necessary.

Railroads

One railroad grade crossing intersects with the Fulton Rd. project. Contractor must conduct and coordinate all work within the railroad right-of-way so as not to impede or adversely affect the railroad facilities or rail service. Work within the railroad right-of-way shall be coordinated with **Akron Metro Regional Transit Authority**. Flaggers will not be required; however, the Contractor must coordinate with Akron Metro to avoid potential conflicts.

* * * General Comments * * *

See plans for additional details.

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

Call Ohio Utility Protection Service 48 hours before you dig – 1-800-362-2764.

Section IX: Change Order Policy

Canton Engineering Change Order Policy

The need for a Change Order for work or materials not included in the scope of the contract or exceeding plan quantities may occur at any time during the contract. The LPA Construction Manager or the LPA Contractor may initiate the Change Order process. The LPA Project Inspector will document the date that the change is first encountered. The LPA Construction Manager will determine if a change in the contract is needed. (Note: LPA Project Inspector may be a Consultant Construction Contract Administrator or the Canton Project Inspector assigned to the project.) The project record shall include record of all changes.

Change Orders will be categorized into the following Tiers:

Tier 1: A quantity adjustment for projects less than \$500,000.00 cannot exceed \$25,000.00 to qualify as a Tier 1 Change Order. A quantity adjustment for projects greater than \$500,000.00 cannot exceed the lesser of 5% or \$100,000.00 to qualify as a Tier 1 Change Order. The change of the quantities will be adjusted on a Change Order that will address these changes after an accumulation of adjustments for the project is received. Requests for adjustment may occur at any time before the final payment is made.

Tier 2: Changes that cannot be addressed using contract unit prices, exceed the Tier 1 limits, extend the contract limits, or change the environmental impact will be presented formally on a Change Order. Contractor shall submit an estimated cost and scope of the work to be performed to the LPA Project Manager. The LPA Project Manager will assemble the documentation, including purpose and analysis of the cost of the proposed change for submission to the LPA Construction Manager. LPA Construction Manager shall review the submitted documentation for availability of funds, acceptability of costs and need for the said changes. Further, the LPA Construction Manager will secure concurrence from ODOT Construction Monitor and make recommendation to the Canton City Engineer for acceptance.

The Change Order will then be recommended to the Board of Control for approval. If the sum of all Change Orders exceeds the lesser of \$100,000.00 or 10% of the total of the original contract cost, the Change Order will be presented to the Canton City Council for approval before being submitted to the Board of Control.

Execution of the work will not be performed until authorization is given to the contractor from the LPA. In the event that an agreed price cannot be negotiated, LPA will adhere to force account procedures.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Authorization of Change Order Work:

Tier 1: The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.

Tier 2: The contractor must receive written authorization, from the Canton City Engineer, before the execution of any of the Change Order work. This authorization will not be given until the Change Order has been approved by the Board of Control and Canton City Council, as needed. The Canton City Engineer may override Tier 2 Authorization procedure for any circumstances to assure safety, environment, or protection of property.

NOTE: Canton City Council must approve all Change Orders prior to authorization for both Tier 1 and Tier 2 should the individual or aggregate cost of all Change Orders exceed the lesser of 100,000.00 or 10% of the project original cost.

Section X: Claims Management Policy

City of Canton Engineering Department's Claims Management Policy

The City of Canton recognizes the need to contend with claims experienced by the contractor that are not addressed by the contract. This policy acts as directive to provide stability and expertise in the management of its claims and to ensure they are investigated, evaluated, and resolved in a timely and professional manner.

Claims

A dispute is not identified as a claim until a *Notice of Intent to File a Claim*. The *Notice of Intent to File a Claim* cannot be made until Steps 1 and 2 are completed. A claim is defined as formal assertion by the contractor for something due or believed to be due to the contractor. This claim may include monetary compensation and/or time extension for the completion of the contract. All claims must be presented by the Prime Contractor. Claims submitted by a sub-contractor or supplier against the City or Prime Contractor shall not be accepted.

Purpose

This policy attempts to resolve disputes in a fair and cost-effective manner. The documentation resulting from this procedure will provide information needed to make a reasonable and unbiased decision. City of Canton Engineering acknowledges that costs can be kept to a minimum when the resolution is found at the departmental level.

Process

The Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not covered by the Change Order Policy. All steps in the policy must be completed prior to moving to the next step. The Contractor shall continue with all Work, including that which is in dispute. The City will continue to pay for work being performed.

Prior to entering into the formal claim resolution process, both the contractor superintendent and the City's Inspector and Construction Manager agree to attempt to resolve any disputes in a good faith effort that is fair and equitable to both the contractor and the City within the guidelines and requirements established by the contract. If this good faith effort does not resolve the problem, the contractor may proceed into the Claims Management Procedure.

Step 1 City Project Manager

The City Project Manager shall meet with the Contractor's superintendent and City Construction Inspector within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G of the ODOT Construction and Material Specifications. The City Project Manager will negotiate in an effort to reach a resolution according to the Contract Documents. The City Project Manager will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2. The claim along with all pertinent information and contract provisions shall be presented to the City Project Manager by the contractor and City representatives.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Step 2 City Engineer

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the City Engineer. The City Engineer will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

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

The City Engineer shall review and recommend a resolution to the claim. If recommended by the City Engineer, the process will cease and the claim will be processed as a Change Order. Otherwise, the City Engineer will meet with the contractor's representative, the City Project and Construction Managers within fourteen (14) days to hear each party's stance and as a last chance opportunity to resolve the claim before escalating to Step 3. The City Engineer will issue a written determination of Step 2 to the contractor and project file within fourteen (14) days. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Step 3 Canton Service Director

Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written *Notice of Intent to File a Claim* to the Canton City Service Director. This notice shall state the Contractor's request for a Canton Service Director hearing on the claim. The dispute becomes a claim when the Service Director receives the *Notice of Intent to File a Claim*. The City of Canton Law and Purchasing Departments will provide advice to the Canton Service Director. The Canton Service Director will be responsible for deciding claims.

The Contractor shall submit six (6) complete copies of its Claim Documentation to the City Engineer within thirty (30) calendar days of receipt of the *Notice of Intent to File a Claim*. This time frame may be extended upon mutual agreement of the parties and with approval of the Committee. 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 resolve the dispute. When submitting the Claim Documentation, the Contractor must certify the claim in writing. Such certification shall attest to the following:

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

This claim certification shall also be notarized pursuant to the laws of the State of Ohio. The following is an example of the correct form for a claim certification:

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

By: _____

(The Contractor, Name and Title)

Date of Execution: _____

Within thirty (30) calendar days of receipt of the Contractor's Claim Documentation, the City Engineer shall submit six (6) complete copies of its Claim Documentation to the Canton Service Director. In the event that the Contractor is granted a time extension for the submission of its Claim Documentation, the City Engineer will be granted an equal time extension for submission of its Claim Documentation. At a minimum, the City Engineer's Claim Documentation must include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

dates of the disputed work and the date of early notice. The narrative must also discuss the prior efforts taken to resolve the dispute.

2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.
3. Response to each argument set forth by the Contractor.
4. Any counter-claims, accompanied by supporting documentation, the Canton Service Director Claims Committee wishes to assert.
5. Copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Construction Manager's Claim Documentation, the City Engineer will forward one (1) complete copy to the Contractor and will schedule a hearing on the dispute. Once a hearing date has been established, both the Contractor and Construction Manager shall provide the Canton City Engineer with the list of names and telephone numbers of each person who may present information at the hearing. Reasonable time, generally not to exceed 60 days, will be provided for submission and review of additional documentation by either party prior to the hearing date. However, unless otherwise permitted by the Committee, 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 Committee's discretion, the Committee may delay the hearing one (1) time to allow more time for review and requests for more documentation. In the event of multiple claims, the Committee may order that they be considered in a single hearing. The Committee 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. The Contractor and Construction Manager will each be allowed adequate time to present their respective positions before the Committee. The Contractor and Construction Manager will also each be allowed adequate time for one (1) rebuttal limited to the scope of the opposing party's presentation. The Contractor's position will be presented by a Contractor's representative who is thoroughly knowledgeable of the claim. Similarly, the Construction Manager's position will be presented by the Construction Manager or a representative who is thoroughly knowledgeable of the claim. Each party may have others assist in the presentation. The Committee may, on its own initiative, request information of the Contractor in addition to that submitted for the hearing. If the Contractor fails to reasonably comply with such request, the Committee may render its decision without such information. Upon completion of the hearing and consideration of any additional information submitted upon request, the Committee will submit a written recommendation on the disposition of the claim to the Canton Service Director. The Canton Service Director will ratify, modify, or reject the recommendation of the Committee and render its decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Committee's decision, the Contractor must either accept or reject the decision in writing. In the event the Contractor fails to do so, the Committee may revoke any offers of settlement contained in the decision. The decision of the Committee is the final step of Canton Engineering Department Dispute Resolution Process and may not be appealed within the Department. The Committee is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Section XI: Signature and Proposal Pages

Signature Page

GP 1113 G.P. 1184 - Fulton Road NW Paving Project, PID 99470

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **G.P. 1184 - Fulton Road NW Paving Project, PID 99470** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned _____ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a _____ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, _____ will enter into contract therefore, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Proposal Pages

We (I), the above signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Ref. No.	Item No.	Quantity	Units	Description	Unit Cost	Cost
1	202	128	SY	Pavement Removed		
2	202	5,193	SF	Walk Removed		
3	202	1,178	FT	Curb Removed		
4	202	122	FT	Curb and Gutter Removed		
5	203	100	CY	Excavation		
6	608	525	SF	5" Concrete Walk		
7	608	5,300	SF	Curb Ramp, As Per Plan		
8	608	488	SF	Detectable Warning, As Per Plan		
9	609	500	FT	Curb Misc.: Canton City Standard		
10	659	89	SY	Seeding and Mulching		
11	251	2,400	SY	Partial Depth Pavement Repair		
12	252	200	FT	Full Depth Pavement Sawing		
13	253	500	SY	Pavement Repair		
14	254	43,376	SY	Pavement Planing, Asphalt Concrete, As Per Plan		
15	304	104	CY	Aggregate Base, As Per Plan		
16	407	6,122	GAL	Tack Coat, 702.13		
17	407	1,725	GAL	Tack Coat for Intermediate Course		
18	424	856	CY	Fine Graded Polymer Asphalt Concrete, Type A		
19	441	1,640	CY	Asphalt Concrete Intermediate Course, Type 1, (448)		
20	SPEC	10,437	SY	Fiber Reinforced Bituminous Membrane Surface Treatment, Type B		
21	452	39	SY	9" Non-Reinforced Concrete Pavement		
22	611	20	EACH	Catch Basin Adjusted to Grade		
23	611	5	EACH	Catch Basin Reconstructed to Grade		
24	611	89	EACH	Manhole Adjusted to Grade, As Per Plan		
25	611	5	EACH	Manhole Reconstructed to Grade		
26	611	20,000	LBS	Special - Miscellaneous Metal		
27	638	5	EACH	Valve Box Adjusted to Grade		

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

28	816	12	EACH	Video Detection System, As Per Plan		
29	644	1.13	MILE	Lane Line, 4"		
30	644	1.97	MILE	Center Line		
31	644	1,245	FT	Channelizing Line, 6"		
32	644	355	FT	Stop Line		
33	644	1,350	FT	Crosswalk Line		
34	644	210	FT	Transverse/Diagonal Line		
35	644	2	EACH	Railroad Symbol Marking		
36	644	31	EACH	Lane Arrow		
37	614	210	FT	Longitudinal Channelizer		
38	614	200	HOURL	Law Enforcement Officer with Patrol Car		
39	614	50	EACH	Asphalt Concrete for Maintaining Traffic		
40	614	16	EACH	Work Zone Sign (All Phases)		
41	614	3	MILE	Work Zone Lane Line, Class II		
42	614	6	MILE	Work Zone Center Line, Class II		
43	614	3,580	FT	Work Zone Channelizing Line, Class I		
44	614	1,000	FT	Work Zone Stop Line, Class I		
45	614	1	LUMP	Maintaining Traffic		
46	619	2	MONTH	Field Office, Type B		
47	623	1	LUMP	Construction Layout Staking		
48	624	1	LUMP	Mobilization		

Bid Price in Figures _____

Bid Price in Words _____

For Informational Purposes Only. Total unit costs will govern.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Appendix A: Prevailing Wage Requirements and Rates

OVERVIEW

This project will utilize Federal Davis Bacon Prevailing Wage Rates. All contractors and subcontractors will be required to comply with all applicable rates and related laws. If you have questions regarding these requirements, please contact the Prevailing Wage Office at 330-438-4182.

DOCUMENTATION REQUIREMENTS

The successful bidder will be required to submit all required documentation and weekly payrolls as work progresses to the City of Canton Prevailing Wage Coordinator.

PREVAILING WAGE AFFIDAVIT OF COMPLIANCE

This affidavit must be submitted to the Prevailing Wage Coordinator before the surety is released or final payment is made.

PREVAILING WAGE RATES

Attached are the Federal Davis Bacon Prevailing Wage Rates.

G.P. 1184 - Fulton Road NW Paving Project, PID 99470
The City of Canton Engineering Department

Prevailing Wage Affidavit of Compliance

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

Do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)

are in compliance with State prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

General Decision Number: OH150002 03/20/2015 OH2

Superseded General Decision Number: OH20140002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015
5	03/20/2015

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.29	16.80

 BROH0001-001 07/01/2014

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.....	\$ 30.05	13.02

 BROH0001-004 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.33	11.37

BROH0003-002 07/01/2014

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.....	\$ 30.05	13.02

BROH0005-003 05/01/2014

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.....	\$ 33.27	12.73
SANDBLASTERS.....	\$ 33.27	12.73
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 33.27	12.73
SEWER BRICKLAYERS; STACK		
BUILDERS; & SWING SCAFFOLDS.	\$ 30.91	11.78
SWING SCAFFOLDS.....	\$ 33.27	12.73

BROH0006-005 06/01/2014

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0007-005 09/01/2014

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 29.35	14.36

BROH0007-010 06/01/2014

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.33	11.37

BROH0008-001 06/01/2014

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

	Rates	Fringes
BRICKLAYER.....	\$ 27.10	16.89

BROH0009-002 06/01/2014

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
Refractory.....	\$ 30.24	17.14

BROH0010-002 07/01/2013

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.95	15.66

BROH0014-002 06/01/2014

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0016-002 05/01/2014

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.69	13.97

BROH0018-002 06/01/2014

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0022-004 06/01/2014

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0032-001 06/01/2014

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0035-002 06/01/2014

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0039-002 06/01/2014

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.27	15.89

BROH0040-003 06/01/2014

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.14	16.98

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 06/01/2014

Rates Fringes

Bricklayer, Stonemason
 COSHOCTON, FAIRFIELD,
 GUERNSEY, HOCKING, KNOX,
 KICKING, MORGAN,
 MUSKINGUM, NOBLE (Beaver,
 Buffalo, Seneca & Wayne
 Townships) & PERRY
 COUNTIES:.....\$ 28.33 11.37

BROH0045-002 06/01/2014

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.88	12.89

BROH0046-002 06/01/2014

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.....	\$ 28.14	16.98

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 06/01/2014

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

BROH0052-003 06/01/2014

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.77	14.93

BROH0055-003 06/01/2014

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.88	12.89

CARP0003-004 05/01/2014

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 25.61	15.10

CARP0069-003 05/01/2014

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.50	13.67

CARP0069-006 05/01/2014

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 23.66	13.05

CARP0171-002 05/01/2014

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 26.02	15.49

CARP0200-002 05/01/2014

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.....	\$ 28.22	13.50
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 28.22	13.50

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 05/01/2014

	Rates	Fringes
ASHTABULA, CUYAHOGA, GEAUGA & LAKE		
CARPENTER.....	\$ 31.61	14.46

CARP0372-002 07/01/2008

	Rates	Fringes
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT		
CARPENTER.....	\$ 23.18	13.28

CARP0639-003 05/01/2014

	Rates	Fringes
MEDINA, PORTAGE & SUMMIT		
CARPENTER.....	\$ 29.59	14.64

CARP0735-002 05/01/2014

	Rates	Fringes
ASHLAND, ERIE, HURON, LORAIN & RICHLAND		
CARPENTER.....	\$ 24.80	13.29

CARP1311-001 05/01/2014

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.39	14.33
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 06/01/2013

BELMONT, HARRISON, & MONROE

Rates Fringes

Diver, Wet.....\$ 47.07 13.92

Piledrivermen; Diver, Dry.....\$ 31.38 13.92

CARP1871-008 06/01/2013

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

Rates Fringes

Diver, Wet.....\$ 44.22 15.49

Piledrivermen; Diver, Dry.....\$ 29.48 15.49

CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates Fringes

Diver, Wet.....\$ 37.40 13.81

Piledrivermen; Diver, Dry.....\$ 24.93 13.81

CARP1871-015 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

Rates Fringes

Diver, Wet.....\$ 36.53 12.96

Piledrivermen; Diver, Dry.....\$ 24.35 12.96

CARP1871-017 06/01/2013

MAHONING & TRUMBULL

Rates Fringes

Diver, Wet.....\$ 39.44 14.16

Piledrivermen; Diver, Dry.....\$ 26.29 14.16

 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 05/26/2014

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
 PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 37.12	18.88

 ELEC0032-003 06/01/2014

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.32	15.18

 ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
 Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
 the workday prior to Christmas or New Year's Day

 ELEC0038-002 04/28/2014

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 36.78	19.72

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0038-008 04/28/2014

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...\$	25.80	10.14+a+b
Installer Technician.....\$	24.55	10.11+a+b

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 11/25/2013

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.....	\$ 31.02	12.91

 ELEC0071-001 12/30/2013

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.....	\$ 30.75	11.77
Groundmen.....	\$ 22.21	9.89
Linemen & Cable Splicers....	\$ 34.17	12.52

 ELEC0071-004 10/01/2013

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
 MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

 ELEC0071-005 12/30/2013

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 29.02	11.96
Municipal Power/Transit Projects.....	\$ 37.21	13.93
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 22.57	10.42
Municipal Power/Transit Projects.....	\$ 28.94	11.95
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.39	12.75
Municipal Power/Transit Projects.....	\$ 41.35	14.92

 ELEC0071-008 10/01/2013

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

 ELEC0071-010 10/01/2013

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,

STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

 ELEC0071-013 10/01/2013

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

 ELEC0071-014 10/01/2013

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.....	\$ 30.15	11.33
Groundman.....	\$ 21.78	9.57
Lineman & Cable Splicers....	\$ 33.50	12.05

 ELEC0082-002 12/01/2014

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.70	17.39

 ELEC0082-006 12/01/2014

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 9.14	4.91
Installer/Technician.....	\$ 27.70	17.39

ELEC0129-003 03/01/2010

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.80

ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.80

ELEC0141-003 09/01/2014

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 31.75	23.16
ELECTRICIAN.....	\$ 28.35	23.05

ELEC0212-003 07/01/2013

BROWN, CLERMONT & HAMILTON .

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.50	9.51

ELEC0212-005 06/02/2014

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.74	16.45

ELEC0245-003 08/26/2013

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 39.72	24.77%+\$5.00+a
Groundman/Truck Driver.....	\$ 15.11	24.77%+\$5.00+a
Heli-arc Welding.....	\$ 34.84	24.77%+\$5.00+a
Lineman.....	\$ 24.54	24.77%+\$5.00+a

Operator - Class 1.....	\$ 27.63	24.77%+\$5.00+a
Operator - Class 2.....	\$ 24.18	24.77%+\$5.00+a
Traffic Signal & Lighting		
Technician.....	\$ 31.09	24.77%+\$5.00+a

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 09/01/2014

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 40.83	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 15.53	25.20%+\$5.00+a
Lineman.....	\$ 35.50	25.20%+\$5.00+a
Operator - Class 1.....	\$ 28.40	25.20%+\$5.00+a
Operator - Class 2.....	\$ 24.85	25.20%+\$5.00+a

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.

ELEC0246-006 10/29/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	26.16

ELEC0306-005 05/26/2014

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.....	\$ 36.22	5%+14.86
ELECTRICIAN.....	\$ 34.04	5%+14.86

ELEC0317-002 05/28/2014

GALLIA & LAWRENCE

	Rates	Fringes
--	-------	---------

CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 32.62	21.45

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...	\$ 14.65	8.18
Line Equipment Operator.....	\$ 19.02	8.69
Lineman; & Cable Splicer....	\$ 21.86	9.01

ELEC0540-005 01/01/2015

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.....	\$ 29.96	20.82

ELEC0573-003 12/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.65	16.62

ELEC0575-001 06/02/2014

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.....	\$ 31.70	14.21

ELEC0648-001 09/01/2014

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 28.83	16.29
ELECTRICIAN.....	\$ 28.33	16.27

 ELEC0673-004 05/26/2014

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.....	\$ 33.29	17.11
ELECTRICIAN.....	\$ 33.04	17.11

 ELEC0683-002 06/02/2014

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.....	\$ 31.45	15.85
ELECTRICIAN.....	\$ 30.85	15.85

 ELEC0688-003 06/02/2014

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.....	\$ 26.75	15.31

 ELEC0972-002 06/01/2014

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 32.49	21.33
ELECTRICIAN.....	\$ 32.24	21.33

 * ELEC1105-001 06/02/2014

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.....	\$ 29.18	15.44

 ENGI0018-003 05/01/2014

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.93	13.90
GROUP 2.....	\$ 33.83	13.90
GROUP 3.....	\$ 32.79	13.90
GROUP 4.....	\$ 31.57	13.90
GROUP 5.....	\$ 26.28	13.90
GROUP 6.....	\$ 34.18	13.90
GROUP 7.....	\$ 34.43	13.90

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.

ENGI0018-004 05/01/2014

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.....	\$ 32.44	13.90
GROUP 2.....	\$ 32.32	13.90
GROUP 3.....	\$ 31.28	13.90
GROUP 4.....	\$ 30.10	13.90
GROUP 5.....	\$ 24.64	13.90
GROUP 6.....	\$ 32.69	13.90
GROUP 7.....	\$ 32.94	13.90

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; Artiaculating/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 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 37.55	
ASBESTOS; HAZARDOUS/TOXIC		17.51

WASTE PROJECTS

GROUP 2 - A & B.....\$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - A & B.....\$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - A & B.....\$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - A & B.....\$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 1 - C & D.....\$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 2 - C & D.....\$ 34.12	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - C & D.....\$ 30.70	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 27.08	17.51
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 23.97	17.51
ALL OTHER WORK	
GROUP 1.....\$ 31.29	17.51
ALL OTHER WORK	
GROUP 2.....\$ 31.02	17.51
ALL OTHER WORK	
GROUP 3.....\$ 27.91	17.51
ALL OTHER WORK	
GROUP 4.....\$ 24.62	17.51
ALL OTHER WORK	
GROUP 5.....\$ 21.79	17.51

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 05/01/2014

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.....\$ 31.30 20.68

IRON0017-010 05/01/2014

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.....\$ 31.30 20.68

IRON0044-002 08/27/2014

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.....\$ 23.09 18.40
Ornamental; Structural.....\$ 25.65 18.40

IRON0055-003 07/01/2013

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.....	\$ 19.40	18.32
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 28.32	19.35

IRON0147-002 06/01/2014

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.....	\$ 25.39	19.12

IRON0172-002 06/01/2014

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.....	\$ 27.67	18.25

IRON0207-004 06/01/2013

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.....	\$ 29.06	19.36
Ornamental; Reinforcing; Structural.....	\$ 28.06	19.36

IRON0290-002 06/01/2014

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
IRONWORKER.....	\$ 26.73	19.50

IRON0372-002 07/01/2014

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		
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 26.50	18.45
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 26.25	18.45

IRON0549-003 12/01/2012

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.....	\$ 30.00	16.49

IRON0550-004 06/01/2014		

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.....	\$ 25.82	18.09

IRON0769-004 12/01/2012		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 32.54	20.18

IRON0787-003 06/01/2013		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.87	19.15

LABO0265-008 05/01/2014		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 28.15	9.80
GROUP 2.....	\$ 28.32	9.80
GROUP 3.....	\$ 28.65	9.80
GROUP 4.....	\$ 29.10	9.80
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 30.76	9.80

CUYAHOGA, GEAUGA & LAKE

COUNTIES

GROUP 1.....	\$ 29.38	9.80
GROUP 2.....	\$ 29.55	9.80
GROUP 3.....	\$ 29.88	9.80
GROUP 4.....	\$ 30.33	9.80
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 27.72	9.80
GROUP 2.....	\$ 27.89	9.80
GROUP 3.....	\$ 28.22	9.80
GROUP 4.....	\$ 28.67	9.80

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; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwwoman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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 05/01/2014

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.....	\$ 27.57	12.69
GROUP 2.....	\$ 27.97	12.69
GROUP 3.....	\$ 28.27	12.69
GROUP 4.....	\$ 29.27	12.69
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.07	12.69
GROUP 2.....	\$ 26.47	12.69
GROUP 3.....	\$ 26.77	12.69

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2014

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.....	\$ 24.47	14.66
GROUP 2.....	\$ 24.72	14.66
GROUP 3.....	\$ 24.97	14.66
GROUP 4.....	\$ 25.07	14.66
GROUP 5.....	\$ 25.17	14.66
GROUP 6.....	\$ 25.47	14.66
GROUP 7.....	\$ 25.47	14.66
GROUP 8.....	\$ 25.77	14.66
GROUP 9.....	\$ 24.81	13.22

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 05/01/2014

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 20.73	8.71
GROUP 2.....	\$ 23.39	8.71
GROUP 3.....	\$ 23.89	8.71
GROUP 4.....	\$ 24.14	8.71
GROUP 5.....	\$ 24.39	8.71

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 05/01/2014

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates	Fringes
-------	---------

PAINTER

HEAVY & HIGHWAY BRIDGES-

GUARDRAILS-LIGHTPOLES-

STRIPING

Bridge Equipment Tender and Containment Builder....\$ 20.73	8.71
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 24.39	8.71
Brush & Roller.....\$ 23.39	8.71
Sandblasting & Hopper Tender; Water Blasting.....\$ 24.14	8.71
Spray.....\$ 23.89	8.71

PAIN0012-014 05/01/2014

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

Rates Fringes

PAINTER

Bridges.....\$ 34.13	10.56
Brush; Roller.....\$ 24.65	10.56
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....\$ 25.35	10.56
Spray.....\$ 25.15	10.56
Stacks; Tanks; & Towers.....\$ 28.16	10.56
Structural Steel & Swing Stage.....\$ 24.95	10.56

PAIN0093-001 12/01/2014

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 30.19	14.50
Power Generating Facilities.\$ 27.04	14.50

PAIN0249-002 05/01/2014

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 23.24	8.98
--------------------------------------	------

GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 23.24	8.98
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 23.99	8.98
GROUP 4 - Steeplejack Work..	\$ 24.19	8.98
GROUP 5 - Coal Tar.....	\$ 24.74	8.98
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 26.48	8.98
GROUP 7 - Tanks, Stacks & Towers.....	\$ 26.88	8.98
GROUP 8 - Bridge Blaster, Rigger.....	\$ 32.85	8.98

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 12/01/2014

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 30.88	13.98
Power Generating Facilities.	\$ 27.73	13.98

PAIN0476-001 06/01/2014

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 24.92	10.73
GROUP 2.....	\$ 26.92	10.73
GROUP 3.....	\$ 25.13	10.73

GROUP 4.....	\$ 25.42	10.73
GROUP 5.....	\$ 25.57	10.73
GROUP 6.....	\$ 25.82	10.73
GROUP 7.....	\$ 26.92	10.73

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 06/01/2014

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 29.26	13.67
GROUP 2.....	\$ 30.58	13.67
GROUP 3.....	\$ 31.91	13.67
GROUP 4.....	\$ 34.49	13.67

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

 PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 20.71	11.00

Brush & Roller.....	\$ 20.00	11.00
Spray; Tank Interior & Exterior.....	\$ 20.53	11.00

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 06/01/2014

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.....	\$ 22.97	11.12
Structural Steel.....	\$ 24.57	11.12

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 06/01/2014

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
 SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 24.86	12.19
GROUP 2.....	\$ 25.51	12.19
GROUP 3.....	\$ 25.61	12.19
GROUP 4.....	\$ 25.71	12.19
GROUP 5.....	\$ 26.11	12.19
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 26.11	12.19

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

 PAIN1020-002 04/01/2014

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
 PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.88	11.25
Drywall Finishing & Taping..	\$ 21.78	11.25
Lead Abatement.....	\$ 24.63	11.25
Spray, Sandblasting		

Pressure Cleaning, & Refinery.....	\$ 23.63	11.25
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 23.63	11.25
Wallcoverings.....	\$ 20.48	11.25

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

PLUM0042-002 07/01/2014

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.40	18.87

PLUM0050-002 09/01/2013

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.65	22.54

PLUM0055-003 05/01/2014

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.....	\$ 34.60	20.92

PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 25.42	27.83

PLUM0094-002 05/01/2013

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER.....\$ 32.08 16.04

 PLUM0120-002 05/01/2014

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.....\$ 35.69 20.72

 * PLUM0162-002 06/01/2014

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
 Steamfitter.....\$ 28.25 20.77

 PLUM0168-002 06/01/2013

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 33.83 18.47

 PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
 Steamfitter.....\$ 34.08 20.06

 PLUM0219-002 06/01/2013

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.....\$ 33.82 21.09

 PLUM0392-002 06/01/2014

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.80	17.79

 PLUM0396-001 06/01/2014

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.56	18.40

 PLUM0495-002 06/01/2014

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.....	\$ 30.42	20.06

 PLUM0577-002 06/01/2014

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 26.80	21.88

 PLUM0776-002 07/01/2013

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.20	20.24

 TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 23.38	13.18
GROUP 2.....	\$ 23.80	13.18

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 05/01/2014

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.15	14.85
GROUP 2.....	\$ 26.65	14.85

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.
=====

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) (ii)).

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 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 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

APPENDIX B

Ohio Department of Transportation (ODOT) & Federal Requirements

- ODOT 2013 Federal LPA Template
Including FHWA Form 1273 (See Section 29)
- Local Public Agency (LPA) Agreement

The Contractor and this contract are subject and required to comply with all local, state, and federal requirements as detailed in the following documents. In addition, all ODOT and Canton Standard Construction Drawings and Supplemental Specifications as identified in the Project Plans are incorporated into the contract documents by reference.

The Contractor will receive direct payments for this project from ODOT and CITY and must comply with all state requirements needed to facilitate this process.

NOTE: The Contractor must circle a response under section 6 on the following page (Federally Required EEO Certification)

By signing the specified contract proposal, of which the ODOT 2013 LPA Template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the below provisions.

**ODOT's 2013 LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.**

1. ODOT'S 2013 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's 2013 Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCE" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2013 Specifications			
Section 102.01	Section 103.01	Section 105.19	Section 108.09
Section 102.03	Section 103.02	Section 107.04	Section 109.06
Section 102.06	Section 103.04	Section 107.13	Section 109.09
Section 102.09	Section 103.05	Section 108.01	Section 109.12(A)
Section 102.10	Section 103.06	Section 108.02(B)	Section 109.12(B)
Section 102.11	Section 103.07	Section 108.02(E)	Section 109.12(E)
Section 102.13	Section 104.02(A)	Section 108.02(F)	
Section 102.14	Section 105.05	Section 108.02(G)	
Section 102.17	Section 105.13	Section 108.08	

2. 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 Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and 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. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

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.

B. 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.

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

1. 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.

2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

D. 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.

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

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

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. PREQUALIFICATION

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The “prime” contractor must perform no less than 30 percent of the total original contract price.

5. PN033 - 10/15/2004 - AS PER PLAN DESIGNATION

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

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

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

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

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must circle the appropriate “has or has not” above.**

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

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

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

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

8. **PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES**

(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 (for 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 has 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.

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

1. GENERAL

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

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

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

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:

- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

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

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

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

6. PERSONNEL ACTIONS

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

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

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

7. TRAINING AND PROMOTION

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

8. UNIONS

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

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

referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

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

10. RECORDS AND REPORTS

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

- 10. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT**
The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

12. PN 020 – 10/17/2008 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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.

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 at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):

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

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

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

Effective 1/1/08 the New Hire Definition will be as follows:

Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following Spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. 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 60 days or longer.

Effective 4/1/09:

A new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 60 days or more, would **not** qualify the employee as a new hire for that contractor.

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 as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor

has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The 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. <http://www.dol.gov/ofccp/TAguides/consttag.pdf> page E-32

The Department of Administrative Services (DAS), Equal Opportunity 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) 123:2-3-02. 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, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. <http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

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 Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. 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 state contract. <http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

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

13. **PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM**

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

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

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

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the

availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

14. 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.

15. PN 061 – 07/09/2009 - 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. LPA must formally incorporate into contract documents.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at 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:

<http://www.wdol.gov/dba.aspx#3>

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.

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

Employee name, address, classification, and hours worked.

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

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

Please be aware that it is ultimately the responsibility of the 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.

The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.

16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

17. 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.

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

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

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

19. PN 034 - 05/25/2011 – 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 Drug Free Workplace Program (“DFWP”) approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

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

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

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP 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.

20. OHIO WORKERS’ COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers’ compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers’ compensation coverage must be submitted to the LPA before the contract will be executed by the LPA..

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

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

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

The Contractor affirmatively represents to the LPA 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 LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

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

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the 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 and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

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

23. PN 024 - 10/15/2004 - US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

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

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

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

24. PN 007 - 10/15/2004 - TRUCK LEASING (Required if DBE goal on the project)

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

preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

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

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. When the materials or supplies are purchased from a DBE regular dealer or supplier the prime contractor may receive credit for 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

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

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

25. PN 013 – 04/18/2014 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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

The percentage indicated on the front cover of this bid is the percent of the contract amount which must be subcontract to certified ODOT DBE firms. The percentage goal may be met if the awarded Contractor is DBE certified.

In order to be assured that the Contractor complies with this contract requirement the Contractor shall provide certified payrolls from its DBE subcontractors where appropriate. When the Contractor utilizes a service, for example trucking, to satisfy a part or its entire contractual goal, the Contractor, when requested, must provide a copy of each canceled check issued to the DBE service provider until the goal amount is

reached. The Department shall total the amounts of the canceled checks and compare that total to the subcontract agreement by the parties and the C-92 issued to the Contractor for the work to be performed by the DBE subcontractor.

WAIVER PROCESS FOR DBE GOAL

The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for a DBE goal waiver is received:

1. Dollar value and % of DBE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting bids.
8. All solicitations made by the Contractor for subcontracting opportunities and DBE quotes through the Small Business Network.
9. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

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

Ohio Department of Transportation
Attention: Deputy Director, Division of Construction Management
1980 West Broad Street, Mail Stop 4110
Columbus, Ohio 43223

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

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

SANCTIONS

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

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

- 1) letter of reprimand;
- 2) liquidated damages computed up to the amount of goal dollars not met;
- 3) cross-withhold from future projects;
- 4) contract termination and/or
- 5) other remedies available by law including suspension, revocation, and/or debarment.

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

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

GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT

The ODOT requires a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The ODOT requires the prime contractor to notify the Local Public Agency (LPA) immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor must obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts to the LPA. The LPA in turn would forward amended subcontracts / documentation of good faith efforts to the ODOT District EEOCC for final approval.

If the contractor fails or refuses to comply in the time specified, the LPA will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default letter.

TERMINATING A DBE SUBCONTRACTOR

The prime contractor/consultant may not remove any DBE subcontractor (or an approved substitute DBE firm) that was submitted toward the DBE goal without prior written consent from the LPA. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Before making a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing of its intent to request to terminate and/or substitute and the reason for the request to the LPA with copies to the ODOT District EEOCC and the DBE subcontractor. This request must be submitted via the Request to Terminate/Substitute DBE Form. The prime contractor must give the DBE firm five (5) days to respond to the prime contractor's notice. During this time, the DBE firm must advise the DBE Program Manager and the prime contractor the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g. safety), the LPA may allow for a response period less than five days. After the five days have passed, the LPA will provide written consent only if it is agreed that the prime contractor has good cause to terminate the DBE firm.

The LPA will consider the following circumstances as good cause to terminate a DBE firm:

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The LPA with ODOT concurrence, determines that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- The DBE firm is determined to be in material breach of the contract;
- Other documented good cause that compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In the event that a substitute DBE subcontractor cannot be found, the prime will be asked to submit evidence that a Good Faith Effort was made to substitute a DBE subcontractor for the item(s) of work.

In the event that a substitute DBE subcontractor is found, the prime contractor will be asked to furnish the LPA with a copy of the new subcontract agreement for approval by the ODOT District EEOCC.

**26. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT
(Required if DBE goal on the project)**

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

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

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

27. WAIVER OF CM&S 614.03

ODOT's 2013 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

28. ODOT AS OBLIGEE ON BOND

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

29. NON-DISCRIMINATION PROVISIONS

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor, or supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

29. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

05/14/2014 Revision

seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents

the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

05/14/2014 Revision

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed

on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving

an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into

05/14/2014 Revision

any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

6P1184
FINANCIAL
AGREEMENTS
ODOT LPA

Rev. 6/18/2012

STA-FULTON DRIVE
COUNTY-ROUTE-SECTION

99470
PID NUMBER

26855
AGREEMENT NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the The City of Canton, hereinafter referred to as the LPA, City Service Center Building, 2436 30th St. NE, Canton OH 44705.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing of Fulton Drive from Tuscarawas Rd to Park Drive, in the City of Canton (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(D) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,572,500 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of \$1,258,000 in Federal MPO STP funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through

ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx.)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's

activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted

for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPLS). Contractors on the EPLS are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPLS can be viewed on the Federal EPLS website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections

153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
- Dan Moeglin, PE, SI
City Service Center Building,
2436 30th St. NE,
Canton OH 44705
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow

ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all

solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

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

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an

unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.
12. TERMINATION; DEFAULT AND BREACH OF CONTRACT
 - 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
 - 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
 - 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

DAN MOEGLIN, PE, SI	CHAD ROOT, PE
CITY SERVICE CENTER BUILDING,	ODOT DISTRICT 4 LPA MANAGER
2436 30 TH ST. NE,	2088 SOUTH ARLINGTON RD.
CANTON OH 44705	AKRON OH 44306

15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs:

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LAMP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LAMP Manual of Procedures.

- 15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.
- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:
- As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.
- Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 15.4 *Ohio Ethics Laws:* LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.5 [Conditional] *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

STA-FULTON DRIVE
COUNTY-ROUTE-SECTION

88470
PID NUMBER

28855
AGREEMENT NUMBER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Canton

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: William R. Bates
Title: Director of Public Service

By: Jerry Wray (KZ)
Jerry Wray
Director

Date: 12-10-14

Date: 12.18.14

APPROVED AS TO FORM

[Signature]
CANTON LAW DIRECTOR 2013

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			Total Revenue Credit FUNDS		
	amount	%	SAC	amount	%	SAC	amount	%	SAC
PE Preliminary develop; environ clearance	\$0			\$0			\$0		
PE final design;construction plans and specs	\$0			\$0			\$0		
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0			\$0			\$0		
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0		
CONSTRUCTION fund source 1	\$297,775	20	LNTP	\$1,195,100	80	4TA7	\$0		
Const. admin, mat'l testing & inspection	\$15,725	20	LNTP	\$62,900	80	4TA7	\$0		\$1,493,875
CONSTRUCTION fund source 2	\$0			\$0			\$0		\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0		\$0
CONSTRUCTION fund source 3	\$0			\$0			\$0		\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0		\$0
	\$0			\$0			\$0		\$0
	\$0			\$0			\$0		\$0
	\$313,500			\$1,258,000			\$0		\$1,572,500

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We the City of Canton request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____.
(CONTRACTOR'S NAME)

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ANTHONY M. URANKAR, DISTRICT DEPUTY DIRECTOR

RECEIVED

JAN 2 2015

CITY ENGINEERING DEPT.
CANTON, OHIO

December 30, 2014

Dan Moeglin, PE, SI
City Service Center Building
2436 30th St. NE,
Canton OH 44705

SUBJECT: STA- Fulton Drive; PID 99470; LPA Agreement 26855

Dear Mr. Moeglin:

Please find enclosed for your records two originals of the LPA Federal Project Agreement for the subject project, executed on December 18, 2014.

To assist us in tracking the status of this project, we request that you provide this office with monthly status reports for our review and files. These reports will be utilized to coordinate our efforts and assist you in successfully completing this Project. The Department is committed to maintaining project schedules including those administered by local agencies. If you feel this project status schedule not appropriate, please contact this office in advance to make other arrangements.

Formal advertisement for construction of the Project cannot begin until we have approved your PS & E package and provided you authorization per Section 7.1 of the enclosed agreement.

All questions related to the project should be directed to the project manager, David Celik, at 330.786.2271.

If you have any questions pertaining to this agreement, please contact me at (330) 786.4923.

Respectfully,

Chad Root, P.E.
District 4 LPA Manager

A handwritten signature in cursive script that reads "Christine Surma".

Christine Surma
Planning LPA Liaison

enclosures
c Office of Local Projects, C. Root; Project Manager;file

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION 800
REVISIONS TO THE 2013 CONSTRUCTION & MATERIAL SPECIFICATIONS**

DATED 01-21-2015

103.05

On page 17, **Replace** the subsection with the following:

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.

105.17

On page 29, **Replace** the last paragraph with the following section:

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:

1. Recycled into a usable construction material.
2. Disposed in licensed construction and demolition debris facility.
3. Used in legitimate fill operations on the site of generation according to 105.16.
4. Used in legitimate fill operations on a site other than the site of generation to bring a site up to grade on an existing roadbed or parking lot project.

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

106.09.E

On page 33, **Replace** the subsection with the following:

E. Manufactured Products. In order for a manufactured product to be subject to Federal requirements, the product must consist of at least 90% steel or iron content when it is delivered to the job site for installation.

Examples of products subject to Federal requirements include, but are not limited to, the following:

1. Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures;
2. Guardrail, guardrail posts, end sections, terminals, cable guardrail;
3. Steel fencing material, fence posts;
4. Steel or iron pipe, conduit, grates, manhole covers, risers;
5. Mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems; and
6. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominately steel or iron) are not subject to Federal requirements. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc.

F. 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.

107.10

On page 36, **Replace** the paragraph starting with “Except for locations utilized specifically for” with the following section:

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:

107.19

On page 43, **Replace** the entire subsection with the following:

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

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

- A. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- B. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- C. That the firm shall promptly notify the 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.

Appendix C

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 Contractor 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 Contractor will be able to obtain a 404 Permit.

Comply with all current provisions of the Ohio Water Pollution Control Act, (OWPCA), (ORC Chapter 6111). The 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 waste water and sludge generated during the work. Do not mix waste water with storm water. Do not discharge any waste water without the appropriate regulatory permits. Manage waste water and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Waste water 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.

108.06.C

On page 58, after Table 108.06-1, **Add** the following paragraph:

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.

109.05.C.6

On page 74, **Replace** the first paragraph with the following:

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.

109.05.C.6

On page 74, **Delete** Table 109.05-2.

109.05.C.8.a

On page 75, **Replace** the first paragraph of 109.05.C.8.a with:

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.

109.05.C.8.a

On page 75, **Delete** Table 109.05-3.

109.10

On page 82, **Replace** the entire section with:

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:

1. 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
2. Project structural Steel design plans are complete with no forthcoming revisions. For design build projects, Contractor accepted show drawings per 501.04, will need to be provided.
3. 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.
4. 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.
5. 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.
6. 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

Appendix C

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.

202.02

On page 89, **Replace** the third paragraph of 202.02 with the following:

Use removed or excavated materials in the Work when the material conforms to the specifications; if not, then dispose of the material according to 105.16 and 105.17.

205.04.A

On page 113, **Replace** the second sentence of the third paragraph of 205.04.A with the following:

Control dust according to 107.19.

206.02

On page 115, **Replace** the last paragraph of 206.02 with the following:

For the curing coat, furnish rapid setting emulsified asphalt conforming to 702.04.

206.05

On page 115, **Replace** the first paragraph of 206.05 with the following:

206.05 Construction. Perform chemical stabilization work (including the curing period) when the air temperature is 40 °F (5 °C) or above and when the soil is not frozen. Do not perform this work during wet or unsuitable weather.

206.05.D

On page 117, **Replace** the first paragraph of 206.05.D with the following:

D. Curing. Immediately after the compaction and shaping of the chemically stabilized subgrade, cover the surface with curing coat for curing the chemically stabilized subgrade. Use a rate of 1 gallon per 30 square feet (1.36 liters per square meter) for emulsions.

208

On page 119, **Replace** the section title of 208.10 with the following: **208.10 Cushion Blasting**

208.01

On page 119, **Replace** the last sentence of the second paragraph with the following:

Controlled blasting techniques include presplitting, cushion blasting, and sliver cut blasting.

208.10

On page 126, **Replace** the section title with the following: **208.10 Cushion Blasting.**

251.03

On page 136, **Replace** the second paragraph with the following:

Place and compact approved Item 441 asphalt concrete in one or more lifts as necessary to finish flush with the adjacent pavement surface.

251.03

On page 136, **Replace** the last paragraph with the following:

Appendix C

If the Contract does not include resurfacing, seal the perimeter surface of the repaired area by applying a 2 inch (50mm) to 4 inch (100 mm) wide strip of approved 705.04 material or 702.01 approved PG binder.

252.04

On page 137, **Replace** the first paragraph of 252.04 with the following:

Construct the pavement replacement by placing and compacting Item 301 or 441, Type 2 material in two or more lifts according to 401.16.

254.04

On page 141, **Replace** the following in the first paragraph:

Patch areas of the planed surface that the Engineer designates that have spalling or dislodged unsound pavement. Before patching, clean areas of loose material, coat with 407.02 asphalt material, and fill with Item 441, Type 1 material. Level and compact new material flush to the adjacent planed pavement.

255.07

On page 144, **Replace** the first paragraph with the following:

255.07 Wearing Course Replacement. Replace the removed asphalt concrete overlay with Item 301 or 441 Type 2 material as shown on the plans. Compact these mixtures as approved by the Engineer using any of the roller types specified in 401.13. Apply Item 407 tack coat to the replacement surfaces.

255.07

On page 145, **Replace** the third paragraph with the following:

Seal the perimeter surface of the repaired areas by applying a 2 inch (50 mm) to 4 inch (100 mm) wide strip of approved 705.04 material or 702.01 approved PG binder.

255.08

On page 145, **Replace** the last paragraph with the following:

If maintaining traffic in adjacent lanes, schedule work in order to place the concrete in the prepared repair area within 48 hours after removing the existing pavement. In accordance with standard drawing MT-101.90, drums may be used as a separator to the adjacent traveled lane for repairs 60 feet or less in length. If unable to complete placement of the concrete in the exposed repair area by the end of the daily work shift, fill repair areas less than 4 feet from the traveled lane with a temporary patch material suitable to the Engineer or cover unfilled repair areas 10 feet (3 m) or less in length with a steel plate. Do not leave repair areas unfilled with concrete when work is suspended on weekends or holidays. If unable to complete placement of the concrete in the exposed repair area before suspending work for a weekend or holiday or within the time specified above, fill the excavation with an asphalt concrete mixture or other suitable temporary patch material with a durable surface as the Engineer directs. Maintain the temporary patches while they are in service.

255.10

On page 146, **Replace** the second paragraph with the following:

The Department will include tack coat in the cost of the asphalt concrete. The Department will pay for asphalt concrete according to Item 301 or Items 441.

256.08.

On page 148, **Replace** the entire section 256.08 with the following:

256.08 Curing and Opening to Traffic. Cure Type A patches according to 451.11, except allow the patch to attain a modulus of rupture of 400 pounds per square inch (2.8 MPa) before opening to traffic. Cure Types B and C patches according to the manufacturer’s recommendations.

301.02

On page 155, **Replace** the second paragraph of 301.02 with the following:

Submit for the Laboratory’s approval the desired percentage of the aggregate passing the No. 4 (4.75 mm) sieve and blend of individual components. The Contractor may use reclaimed asphalt concrete pavement according to 401.04. The Laboratory will establish the required binder content within a range of 4.7 to 7 percent. Do not make changes in these JMF values due to unsatisfactory results or other conditions except as authorized by the Laboratory. Obtain a new JMF approval for any desired change to an existing JMF.

301.04

On page 155, **Replace** 301.04 with the following:

301.04 Spreading and Finishing. Ensure that the maximum compacted depth of any one layer is 6 inches (150 mm). Ensure that the temperature of the mixture when delivered to the paver is a minimum of 250 °F (120 °C). Ensure the temperature of the mixture is sufficient for the roller coverage to be effective in compacting the mixture.

302.02

On page 157, **Replace** the third, fourth and fifth paragraph of 302.02 with the following:

The Contractor may use reclaimed asphalt concrete pavement according to 401.04. Should problems with proper coating or other material issues related to the use of reclaimed asphalt concrete pavement or reclaimed asphalt shingles be evident, the Laboratory may restrict the allowable percentage of reclaimed asphalt concrete pavement to the reduced limits shown in tables 401.04-1 and 401.04-2 or may eliminate use of reclaimed asphalt shingles. In this case the virgin binder content will be adjusted by the Laboratory.

Add hydrated lime in the dry form at a rate of 0.75 percent by the dry weight of aggregate for asphalt concrete base, if antistripping additive is required and hydrated lime is used.

Design the asphalt concrete base to yield 4.0 percent air voids and the following properties:

Property	Acceptable Range of Values	
	Minimum	Maximum
Binder Content, %	Note 1	6.0[Total]
Stability, lb (N), 70 blow	3000 (13,345)	--
Flow, 0.25 mm, 70 blow	--	28
Voids in Mineral Aggregate % Note 1: See Tables in 401.04	12.0	--

302.04

On page 158, **Replace** 302.04 with the following:

302.04 Spreading and Finishing. Ensure that the compacted depth of any one layer is a minimum of 4 inches (100 mm) and a maximum of 7.75 inches (190 mm). Ensure that the temperature of the mixture when delivered to the paver is a minimum of 250 °F (120 °C). Ensure the temperature of the mixture is sufficient for the roller coverage to be effective in compacting the mixture.

401.03

On page 168, **Replace** the item Asphalt material (401.14, 401.18) with the following:

Asphalt material (401.14, 401.18)
.....SS875.02, 702.01, 702.04, or 702.13

401.04

On page 169, in the first full paragraph **Replace** the last sentence with the following:

All RAS suppliers must be approved and meet the requirements of Supplemental Specification 1116.

401.04

On page 169, **Add** the following sentence to the end of the third full paragraph:

Determine RAP binder content from a centrifuge extraction test. Do not use reflux extraction or oven burnoff.

401.04

On page 169, **Replace** the fourth full paragraph with the following:

Determine RAS properties and usage as follows. Use no more than 5.0 percent RAS by dry weight of mix. When using RAP and RAS in combination use no more than 3.0 percent RAS. For design assume 18.0 percent available RAS binder. Determine gradation and specific gravity according to AASHTO PP 78-14, Section 5 or subsequent AASHTO applicable standard. Provide the required certification forms in the JMF submittal documenting that the RAS meets AASHTO MP 23-14, section 4 and that RAS from roofing tearoffs conforms to the EPA's NESHAP, 40 CFR 61 Subpart M, and other applicable agency requirements for asbestos.

401.04

On page 169, **Replace** the sixth full paragraph with the following:

Process and use RAP by one of the following two methods. Note on the JMF submittal RAP page which of Method 1 or Method 2 methods described below apply to the RAP. Use PG64-28 virgin binder in all 442 intermediate courses regardless of the percentage of RAP used. If greater than 25 percent RAP is used in a JMF submittal use PG58-28 or PG64-28 virgin binder. If 25-30 percent RAP is used in the JMF submittal, the contractor may submit 3000 gram RAP sample along with a blend chart, according to Level 3 Mix Design procedures, to determine the grade of virgin asphalt binder to use. When using both 15% or greater RAP and 3% RAS in an intermediate or base course use PG58-28 or PG64-28. ODOT may request RAP and/or RAS samples or binder properties at any time.

401.04.1

On page 169, **Replace** the first paragraph and table 401.04-1 with the following:

1. Method 1 Standard RAP. Include RAP in a JMF submittal according to the Standard RAP/RAS Limits Table 401.04-1 unless specified differently in the applicable mix specification. For mixes that will contain up to 10 percent RAP and no RAS, the JMF submittal is not required to include

the RAP except when a virgin polymer asphalt binder is used in a surface course. For surface course JMFs having polymer asphalt binder only submit at 0 or 10 percent RAP.

TABLE 401.04-1 METHOD 1 – STANDARD RAP/RAS LIMITS

Asphalt Mix Application	Percent RAP by Dry Weight of Mix Max.	RAS Usage ^[1]	Total Virgin Asphalt Binder Content, Min.	Comments
442 Polymer Surface Course	10%	None	5.2	Polymerized binder is virgin. (For non-polymer virgin binder allow 20% max RAP and 5.0 min. virgin.)
441 Surface Course	20%	Manufacturing waste only	5.0	Polymer or non-polymer virgin.
441, 442 Intermediate Course	35%	Manufacturing waste and tear-offs	3.0	Any mix type used as an intermediate course.
301 Base Course	50%	Manufacturing waste and tear-offs	2.7	The Laboratory will establish the asphalt binder content.
302 Base Course	40% (30%)	Manufacturing waste and tear-offs	2.0	A lower RAP limit of 30 percent will be required if poor production mixing or coating is evident.

[1] No more than 5.0% RAS by dry weight of mix

401.04.2

Starting on page 170, **Replace** the first two paragraphs of the section and table 401.04-2 with the following:

2. Method 2 Extended RAP. Include RAP in a JMF submittal according to the Extended RAP/RAS Limits Table 401.04-2 unless specified differently in the applicable mix specification. Only use Method 2 with counter flow drum plants or mini-drum batch plant configurations meeting 402. For mixes that will contain up to 15 percent RAP and no RAS, the JMF submittal is not required to include the RAP unless a virgin polymer asphalt binder is used in a surface course. For JMFs having polymer asphalt binder do not submit at 1 through 9 percent RAP.

TABLE 401.04-2 METHOD 2-EXTENDED RAP/RAS LIMITS

Asphalt Mix Application	Percent RAP by Dry Weight of Mix Max.	RAS Usage [1]	Total Virgin Asphalt Binder Content, min.	Comments
442 Polymer Surface Course	15%	None	5.0	Polymerized binder is virgin. (For non-polymer virgin binder allow 25% max RAP and 4.6 min virgin.)
441 Surface Course	25%	Manufacturing waste only	5.0	Polymer or non-polymer virgin.
441, 442 Intermediate Course	40%	Manufacturing waste and tear-offs	3.0	Any mix type used as an intermediate course.
301 Base Course	55%	Manufacturing waste and tear-offs	2.5	The Laboratory will establish the asphalt binder content.
302 Base Course	45% (35%)	Manufacturing waste and tear-offs	1.8	A lower limit of 35 percent will be required if poor coating is evident. The virgin requirement of 302.02 does not apply.

[1] No more than 5.0% RAS by dry weight of mix

401.06

On page 174, **Replace** the first two paragraphs with the following:

For any surface course with a polymer modified asphalt binder, ensure that the surface of the existing pavement is at least 50 °F (10 °C) and the air temperature is at least 50 °F (10 °C).

Do not schedule the placement of any surface course with a polymer modified asphalt binder after November 1, regardless of pavement or air temperature.

401.17

On page 181, **Replace** the first paragraph with the following:

401.17 Joints. Place the asphalt concrete mixture as continuous as possible. Set up joints at the proper height above the adjacent construction to receive maximum compaction. Where the edge of the new pavement is significantly rounded, trim it to a vertical face before placing the adjacent pavement. On projects where traffic is allowed to cross the edge of the new pavement lane, complete the longitudinal joint of the adjacent lane or berm within 24 hours.

401.17

On page 181, **Add** the following after the 1st paragraph of 401.17:

Construct longitudinal joints using string line or other controls as a point of reference to provide a straight longitudinal joint. Prior to placing adjacent pavement, trim any locations along the longitudinal joint that deviate horizontally from the point of reference. Maintain a consistent overlap of 1 inch to 1 ½ inches on adjacent pavement when closing longitudinal joints. Where phasing for maintenance of traffic will not allow lapping cold longitudinal joints per Standard Drawing BP3.1, provide a minimum of 6 inches offset between cold joints for each course placed.

401.17

On page 181, **Replace** the last paragraph in the section with the following:

Seal all cold longitudinal construction joints by coating the entire face of the cold joint with a certified 702.01 PG binder or Supplemental Specification 875.02 Hot Applied Asphaltic Joint Adhesive to provide 100 percent coverage of the joint. Overlap the joint edges by at least 1/2 inch (13 mm). Seal all cold transverse construction joints with a certified 702.01 PG binder, 875.02 Hot Applied Asphaltic Joint Adhesive or 702.13 SBR Asphalt Emulsion to provide 100 percent coverage of the joint or with a certified 702.04 asphalt material applied at a rate of 0.25 gallon per square yard (1 L/m²).

402.03

On page 183, **Replace** the first two paragraphs with the following:

402.03 Polymer Binders. If an asphalt binder is modified by SBR at an asphalt concrete mixing plant, equip the plant with an automated SBR flow control and monitoring system. Obtain the Department's approval of the system before operating and demonstrate the system calibration to the District. If the District waives the demonstration, provide a letter documenting calibration data for the flow system to the DET for each project. Obtain written approval from the Laboratory for the use of SBR and ensure the QCP contains methods for properly controlling and sampling SBR binder blends.

For drum mix plants, introduce the SBR directly into the asphalt binder line through means of an in-line motionless blender or other device approved by the Laboratory which is able to provide a homogeneous blend. Ensure the in-line motionless blender design provides aggressive interaction of asphalt binder and SBR emulsion to provide a homogenous blend at the sampling port. Some blenders such as 'swirl' type blenders do not accomplish proper blending. The Astec in line SBR blender or similar design accomplishes proper blending. Locate a sampling valve between the in-line blender and the plant drum, at least 12 ft (3 m) downstream of the in-line blender and at least 5 ft (1 m) downstream of a piping elbow. Ensure the sampling valve port is at least 1 in. (2.54cm) in diameter. Ensure the sampling valve can be opened quickly for maximizing sample flow for the purpose of obtaining a proper sample. In place of an in-line sampling valve, a sample may be taken from a 3-5 gallon (11-19 liter) surge tank as long as the tank is downstream of the required blender and the in-line flow can be quickly and directly diverted to the surge tank. Contents of the tank should be drained into a 5 gallon (19 liter) sampling bucket and stirred before filling the required sample container. Provide a sampling valve port that is in a position to safely obtain the required sample volume in the required 5 gallon (19 liter) sampling bucket. Provide a stable sampling rack to obtain a sample.

402.04

On page 184, **Replace** Item 2 in the first paragraph with the following:

2. Injection equipment has variable water injection control controlled by the plant operation rate and the water injection can never exceed 2.2 percent by weight of asphalt binder.

403.03

On page 185, **Replace** the entire subsection with the following:

403.03 Quality Control Program (QCP). Create and implement a Quality Control Program (QCP) for each paving season. The QCP will cover processes conducted to provide an asphalt mixture at the paving site that is uniform in composition, conforms to the specification requirements and that when placed is free of any defect (ex. segregation, lack of mixture and texture uniformity, raveling, rutting, holes, debris etc.) within the Contractor's control at project completion. A minimum of 3 weeks before mix production, but no later than February 28, submit a hard copy of the proposed QCP to the Laboratory for review and approval.

Appendix C

Send a hard copy and a digital copy (if available) of the approval letter and approved QCP to the DET in every District in which work is performed. Keep copies of the approval letter and the approved QCP in each Contractor plant laboratory and plant operation control room. Digital copies of the approved QCP and approval letter in pdf format are allowed in each Contractor plant laboratory and plant operation control room with the following requirements: The file icon must be appropriately labeled and be on the computer desktop of a computer in each area, the QCP must contain a Table Of Contents inside the front cover locating all sections by page number and the QCP must be page numbered, and out of date QCPs must be removed from the computer desktop.

Failure to comply with the approved QCP may result in removal of personnel in accordance with Supplement 1041, removal from VA, and adversely affect the Contractor's Prequalification rating.

The QCP is a reflection of a Contractor's sincerity and ability in producing a quality product. Development of this program beyond the minimum requirements specified below is encouraged and is taken into consideration by the QCQC when reviewing Contractor plant operation for qualification for VA.

Include in the program:

A. The assignment of quality control responsibilities. Quality control includes all efforts required to achieve a product meeting specifications. The QCP will list individuals as required below and note their designated responsibilities to meet QCP requirements. Provide a Quality Control Manager holding a Supplement 1041 Level 3 approval and who is a company employee. Assign Level 2 technicians for all Level 2 QC testing duties, and provide a list designating their responsibilities and expected actions. Ensure only approved personnel handle and test samples at all times. If Level 2 consultant technicians are used provide a document in the QCP and to them listing designated responsibilities and expected actions (if different from employee expectations). Define in the QCP who is responsible at plants and specific methods for assuring haul vehicles meet all requirements and proper bed release products are used. Provide a Field Quality Control Supervisor (FQCS), holding Supplement 1041 Field Quality Control Supervisor approval and who is a company employee, who is routinely and usually at the paving site during placement of any non-temporary asphalt concrete pavement. Ensure personnel obtaining and handling cores at the project site are approved Level 2 technicians, FQCS or personnel approved by the Laboratory.

B. Provisions to meet the Department mix specifications.

C. Procedures for extra testing (e.g., job start, responses to poor test results or field mix problems, aggregate stock testing, reclaimed asphalt concrete pavement checks, moistures) and any other testing necessary to control materials not already defined in these Specifications.

D. Methods to maintain all worksheets, including all handwritten records, and other test and sample records from the plant or project for the duration of the contract or 5 years, whichever is longer. Define the test record process. Define company records retention requirements. Provide copies of all test reports and forms used in the quality control process.

E. Procedures for equipment calibration and documentation for Level 2 lab equipment. Provide documentation that all Level 2 lab equipment has been calibrated at the time of the Level 2 lab approval inspection. Procedures for calibration record storage.

F. Method of Quick Calibration and documentation for each plant type.

G. Procedure for random sampling to be used at the plant and documentation method. Procedures for sample taking, tracking, handling and documentation method for all samples taken at the project paving site including taking of all cores used for density determination or density gauge correlation.

H. All procedures to meet the processing, testing and documentation requirements for RAP and RAS in 401.04 including test forms, record keeping, technician responsibilities, etc.

Appendix C

I. Procedure for ensuring that every Contractor employee involved in the testing of asphalt mix and operation of the asphalt plant facility has read the QCP and has on site access to all applicable Department specifications, proposals, policies, and the current approved JMF.

J. Means to meet the handling and storage requirements of 402.03 and asphalt binder suppliers for all asphalt binders.

K. Means to meet delivered mixture uniformity/coating and hauling/trucking requirements.

L. Define the roles and responsibilities of the Field Quality Control Supervisors. List approved Field Quality Control Supervisors.

M. Signature of the Quality Assurance Manager and, if different, the person in authority to enforce all operations covered by the QCP as outlined in this subsection.

N. Specify in the QCP warning bands to be used by technicians for all tests and give specific instruction how they will be used for tests in concert with Table 441.10-1 specification requirements.

403.05

On page 188, **Replace** the first three paragraphs with the following:

403.05 Quality Control Tests. Perform quality control tests to control the asphalt concrete mix within the appropriate specifications.

For items that use 448 acceptance, perform all mix testing and quality control according to 441.09. The Contractor may test a 448 Sublot sample instead of the required quality control test provided the sample is tested in the half day in which the Sublot sample mix was produced and is tested for all required quality control properties.

For mixes that do not use 448 acceptance (e.g. Items 301, 302, and Supplemental Specification 803), test the mix according to 441.09 for asphalt binder content and gradation (Basic). Other requirements of 441.09 and 441.10 do not apply. Control the Basic mixes as follows:

403.06

On page 188, **Replace** the first paragraph with the following:

The Department will perform VA. If the random Department sampling and testing verifies the accompanying Contractor tests, the average of the Contractor's quality control tests for each day or night (for Basic mix), the average of the Contractor's tests for each Lot (for 448 acceptance mix) or daily average MSG (446 acceptance mix) will be used to determine acceptance.

403.06.A

On page 189, in the first full paragraph **Replace** "Item 448" with "448"

403.06.A

On page 189, in the second full paragraph **Replace** "Item 448 mixes" with "448 acceptance mixes"

403.06.A

On page 189, in the third full paragraph **Replace** "Item 446 mixes" with "446 acceptance mixes"

403.06.B

On page 190, in the second full paragraph **Replace** "Item 448 mixes" with "448 acceptance mixes"

403.06.C

On page 190, in the first full paragraph **Replace** "448 mixes" with "448 acceptance mixes"

Appendix C

403.06.C

On page 191, in the first full paragraph **Replace** “446 mixes” with “446 acceptance mixes”

403.06-2

On page 192, in Table 403.06-2 **Replace** “448 Mixes” with “448 Acceptance Mixes” and Replace “446 Mixes” with “446 Acceptance Mixes”

403.07

On page 194, in the last paragraph **Replace** “Item 448 mixes” with “448 acceptance mixes”

421.02

On page 205, **Replace** the first three paragraphs of 421.02 with the following:

421.02 Materials. Use a polymer modified emulsified asphalt binder (Binder) consisting of the following:

Use a quick-traffic CSS-1hM (as defined below). Use only emulsion certified according to Supplement 1032. Do not use port addition of the polymer to the emulsified asphalt. Provide to the Engineer certified test data and a statement from the Binder manufacturer with each load of Binder that the Binder is the same formulation as used in the mix design.

Ensure the Binder meets one of the following:

Tests on emulsion, AASHTO T 59, unless otherwise designated:	CSS-1hM ^[1]
Viscosity, Saybolt Furol at 77 °F (25 °C) (SFS)	20 to 100
Storage Stability Tests, 24-hr (% difference), max.	1
Particle Charge Test	Positive
Sieve Tests (%) (Distilled Water), max.	0.10
Distillation to 177 °C, Residue % solids, min. ^[2]	62
Tests on distillation residue:	
Penetration, 25 °C, 100 g, 5 sec (dmm) AASHTO T 49	40 to 90
Ductility, 25 °C, 5 cm/min, (cm), min. AASHTO T 51	40
Solubility in trichloroethylene, (%), min. AASHTO T 44 ^[3]	97.5
Elastic Recovery, 10 °C, 20 cm (%), min. AASHTO T 301 ^[4]	45
Softening Point, Ring & Ball (°C), min. AASHTO T 53	60

[1] Pre-blend only: Use a minimum of 3.0% SBR solids based on weight of the asphalt binder. Use Natural SBR latex modifier or synthetic SBR latex modifier conforming to 702.14. Use only one type of latex. Mill or blend the SBR Emulsion into the emulsified solution prior to the emulsification process.

[2] See Supplement 1013. For natural latex, use the Oven Evaporation method in AASHTO T 59 in place of distillation and use this residue for further testing.

[3] On the base asphalt only.

[4] Straight molds. Hold at test temperature for 90 minutes. Place in ductilometer and elongate 20 cm at 5 cm/min. Hold for 5 minutes and cut. After 1 hour retract the broken ends to touch and measure the elongation (X) in centimeters. Use the following formula to calculate the elastic recovery: Percent Recovery = ((20-X)/20) x 100.

Conform to 703.01 and 703.05 for aggregate, except as follows:

Percent by weight of fractured pieces	100
Sand Equivalence (ASTM D 2419)	45 minimum

Conform to Gradation A for the aggregate for leveling and surface courses and to Gradation B for the aggregate for rut fill courses according to the following:

Appendix C

Sieve Size		Total Percent Passing	
		A	B
3/8 inch	(9.50 mm)	100	100
No. 4	(4.75 mm)	85 to 100	70 to 90
No. 8	(2.36 mm)	50 to 80	45 to 70
No. 16	(1.18 mm)	40 to 65	28 to 50
No. 30	(600 μm)	25 to 45	19 to 34
No. 50	(300 μm)	13 to 25	12 to 25
No. 100	(150 μm)	–	7 to 18
No. 200	(75 μm)	5 to 15	5 to 18

Screen the aggregate for oversize material prior to use. For mineral filler, use Portland cement conforming to ASTM C 150, Type I. Use water conforming to 499.02. Use mix set additives as required.

421.04

On page 208, **Replace** 421.04 with the following:

421.04 Weather Limitations. Apply the mixture only when it is not raining and the existing pavement surface and atmospheric temperature is a minimum of 45 degrees and rising and there is no forecast of an atmospheric temperature below 32 degrees within 24 hours from the time the mixture is applied. Between September 30 and May 1, do not apply the mixture if the existing pavement surface temperature is less than 50 °F (10 °C).

421.08

On page 209, **Replace** the entire subsection with the following:

421.08 Surface Preparation. Before applying the mixture, thoroughly clean the surface.

Remove raised pavement markers according to 621.08, when specified. The Contractor may fill the depression caused by the removal of the casting with material meeting this specification.

Remove any existing pavement markings, except 740.02 (traffic paint), using an abrasion method conforming to 614.11.G.

Apply a tack coat conforming to Item 407, consisting of one part asphalt emulsion and three parts water. Apply the tack coat at a rate of 0.06 to 0.12 gallon per square yard (0.25 to 0.45 L/m²).

Protect drainage structures, monument boxes, water valve, etc. during material application.

421.10

On page 210, **Replace** the third and fourth paragraphs with the following:

If a leveling course and a surface course are specified, apply the paving mixture at 14 ± 2 pounds per square yard (7.6 ± 1.1 kg/m²) for the leveling course and 16 ± 1 pounds per square yard (8.7 ± 0.6 kg/m²) for the surface course. Apply the two courses at a minimum combined rate of 30 pounds per square yard (16.3 kg/m²), regardless of the above tolerances

If a surface course is specified and it is not placed on another Microsurfacing course, apply the paving mixture at a minimum of 18 pounds per square yard (9.8 kg/m²).

421.10

On page 210, **Add** the following to the end of the seventh paragraph:

Appendix C

Provide uniform appearance of the entire surface area regardless of the means used to spread material.

421.13

On page 211, **Replace** the second paragraph with the following:

The cost of any removal of any existing pavement markings according to 421.08 is incidental to Microsurfacing.

422.02

On page 212, **Replace** the first paragraph with the following:

Use polymer emulsified binder conforming to 702.16 Type A.

422.04

On page 214, **Replace** the entire section with the following:

422.04 Weather Limitations. Place the chip seal when the pavement temperature is between 60 °F (16 °C) and 140 °F (60 °C). Do not schedule the performance of this work for the time period before May 1 or after September 1. Do not place chip seal if any of the following conditions exist:

- A. The atmospheric temperature is below 70 °F (21 °C).
- B. Impending weather conditions do not allow for proper curing.
- C. If temperatures are forecasted below 50 °F (10 °C) within 24 hours from the time of work.

422.06

On page 215, **Replace** the second paragraph with the following:

Remove all existing pavement markings, except 740.02 (traffic paint), using an abrasion method conforming to 614.11,G.

422.10

On page 217, **Replace** the first paragraph of 422.10, B, with the following:

B. Binder. Within one hour of start of production obtain and label a binder sample from the distributor truck and give the sample to the Engineer the same day. Provide and sample the binder in one quart plastic containers with plastic screw tops. Label and retain one sample per each additional day for the Department. Take more samples when requested by the Engineer.

424.02

On page 223, **Add** the following:

- D. For projects with less than 1500 trucks use 50 blows, for projects with greater than or equal to 1500 trucks use 75 blows. If multiple traffic segments occur on a project use 75 blows for the project.

424.03

On page 224, **Replace** footnotes [3] and [4] with the following:

[3]Fine Aggregate - Use natural sand with at least 50 percent silicon dioxide by weight according to ASTM C 146. Include with a JMF submittal certified test data from an AASHTO accredited laboratory showing conformance to the 50 percent silicon dioxide requirement. Ensure data is no more than one year old at time of submittal. For 50 blow mixes, use no more than 20 percent limestone sand by weight of total aggregate. For 75 blow mixes, use 20 percent limestone sand or

air cooled slag sand by weight of total aggregate. If 10 percent RAP is used the silicon dioxide content of the total natural sand blend must be at least 50 percent. Contact the Office of Materials Management, Asphalt Materials section for guidance on submitting RAP aggregate silicon dioxide data.

[4]Coarse Aggregate - For 50 blow mixes, for the final blend of all coarse aggregate use a minimum 10 percent two or more fractured faces aggregate. For 75 blow mixes, use 100 percent two or more fractured faces aggregate. Meet the two or more fractured faces aggregate criteria of ASTM D5821-01 (Reapproved 2006).

424.05

On page 224, **Replace** “60 °F” with “60 °F (15 °C)”

441

On page 225, **Replace** the Item title with:

ITEM 441 ASPHALT CONCRETE - MIX DESIGN AND QUALITY CONTROL

441

On page 225, **Add** the following subsections:

441.13 Acceptance

441.14 Basis of Payment

441.01

On page 225, in the first paragraph **Add** the following before the first sentence:

This work consists of constructing a surface course or an intermediate course of aggregate and asphalt binder mixed in a central plant and compacted on a prepared surface.

441.02

On page 226, in the second paragraph **Add** the following after the first sentence:

The Laboratory may visit the Level 3 mix design lab for review.

441.02

On page 226, in the second paragraph **Replace** the second to last sentence with:

Unless otherwise directed submit a 5-pound (2500 g) minimum uncompacted sample (all mixes) representing the JMF.

441.02

On page 226, in the fifth paragraph **Replace** the second sentence with:

Calculate the effective asphalt binder content according to the Asphalt Institute Manual Series No. 2 or Superpave Series No. 2.

441.02

On page 226, **Delete** the last paragraph on the page.

441.02

On page 227, **Replace** the first paragraph with:

Appendix C

Use a PG 64-22 for a Type 1 Intermediate course. Use a PG 64-22 for a Type 2 intermediate course unless RAP and/or RAS used per 401.04 require a virgin binder grade change. Use a PG 64-22 asphalt binder and Type 1 surface gradation for asphalt concrete for driveways and under guardrails.

441.02-1

On pages 228-231, **Replace** the table 441.02-1 with:

TABLE 441.02-1

Asphalt Mixture Composition			
Property	Type 1 Surface	Type 1 Intermediate	Type 2 Intermediate
1 1/2 inch (37.5 mm) ^[1]			100
1 inch (25.0 mm) ^[1]			95-100
3/4 inch (19.0 mm) ^[1]			85-100
1/2 inch (12.5 mm) ^[1]	100	100	65-85
3/8 inch (9.5 mm) ^[1]	90-100	90 to 100	
No. 4 (4.75 mm) ^[1]	45-57	50-72	35-60
No. 8 (2.36 mm) ^[1]	30-45	30 to 55	25-48
No. 16 (1.18 mm) ^[1]	17-35	17 to 40	16-36
No. 30 (600 μm) ^[1]	12-25	12 to 30	12-30
No. 50 (300 μm) ^[1]	5-18	5 to 20	5 to 18
No. 100 (150 μm) ^[1]	2-10	2 to 12	2 to 10
No. 200 (75 μm) ^[1]			
Asphalt Binder ^[2]	5.8-10.0	5.0 to 10.0	4.0 to 9.0
F/A Ratio, max. ^[3]	1.2	1.2	1.2
F-T Value ^[4]	+2	+2	
Blows ^[5]	50	50	50
Stability, min., pounds ^[5]	1200	1200	1200
(N)	(5338)	(5338)	(5338)
Flow, 0.25 mm ^[5]	8 to 16	8 to 16	8 to 16
Design Air Voids ^[6]	3.5	3.5	4.0
VMA, min. ^[7]	16	16	13
[1] Sieve, percent passing [2] Percent of total mix [3] Using effective asphalt binder content [4] Percentage points maximum [5] T 245 [6] Percent, Supplement 1036 [7] Percent, Supplement 1037			

441.05

On page 232, **Replace** the first paragraph with:

441.05 JMF Field Adjustments. During production the Contractor may adjust the JMF gradation within the below limits without a redesign of the mixture. Limit adjustments of the JMF to conform to actual production, without a redesign of the mixture, to ± 3 percent passing the 1/2 inch (12.5 mm), No. 4 (4.75 mm), and No. 8 (2.36 mm) sieves and ± 1 percent passing the No. 200 (75μm) sieve. Do not exceed the limits in Table 441.02-1 in the adjusted JMF. The adjustment on the 1/2 inch (12.5 mm) sieve applies only to Type 2 mixes. Determine the need for any JMF gradation adjustments in the time specified. Should no adjustments be made, the Department will base acceptance on conformance to the original JMF. After the time period specified, the Department will allow no further adjustment of the JMF.

441.09

On page 233, **Replace** the second paragraph with:

Perform more sampling and testing than the minimum specified at the start of production. Additionally perform more sampling and testing than the minimum during production when the quality control tests show the asphalt concrete being produced is outside the warning bands as shown in the Contractor’s approved QCP. Immediately resolve problems indicated by any test result exceeding the warning bands and immediately retest to validate corrections have returned the materials to within the warning band limits. The Contractor may determine the method of testing of the asphalt concrete beyond the minimum specified, and will detail the methods technicians will follow in the Contractor’s approved QCP.

441.09.A

On page 234, **Replace** the last sentence with:

Only take SBR PG-Modified Binder samples using a five gallon bucket. Take 1 gallon to clean the valve port and discard. Take 2 gallons again, stir its contents and transfer to the required sample containers.

441.12

On page 237, in the first paragraph, **Replace** the first sentence with:

Control all production processes to assure the Engineer that the mixture delivered to the paving site is uniform in composition; within the specification requirements and limits; conforms to the JMF: and that the placed mixture is free of any defect (ex. segregation, tenderness, lack of mixture and/or texture uniformity, raveling, flushing, rutting, holes, debris etc.) within the Contractor’s control.

441.13, 441.14

On page 238, **Add** the following two subsections:

441.13 Acceptance. The Department will base acceptance of the asphalt concrete mix on the item specified in the Contract item description. (i.e., Item 446, Item 448).

441.14 Basis of Payment. The Department will pay for accepted quantities at the contract prices as follows:

Item	Unit	Description
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, (448), PG64-22
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, (446), PG64-22
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, (448), PG70-22M
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, (446), PG70-22M
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Intermediate Course, Type 1, (448)
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Intermediate Course, Type 2, (448)
441	Cubic Yard (Cubic Meter)	Asphalt Concrete Intermediate Course, Type 2, (446)

442.02

On page 238, **Replace** the first paragraph of 442.02 with the following:

442.02 Type A Mix Design. Design the mixture composition for a Type A mix according to 441.02 and the most recent *Asphalt Institute Superpave Mix Design Manual (SP-2)* for design procedures and material properties except as modified by this subsection. Include in the JMF submittal the standard Department cover and summary page; all printouts from the gyratory compactor (all gyratory points not necessary); and analysis covering the required mix properties. Unless otherwise directed submit one compacted gyratory sample and loose mix for compaction of another sample, in addition to a 5-pound (2000 g) loose sample, for each JMF.

442.02

On page 239, in table 442.02-2, **Replace** the line for “No. 4” with the following:

No. 4	(4.75 mm)	70 max	52 to 65		
-------	-----------	--------	----------	--	--

442.05

On page 240, **Replace** the third paragraph with the following:

Determine bulk gravity for air voids determination on specimens compacted to N_{des} . For 12.5mm mixes, compact one set of samples to N_{max} a minimum of once each day for the first 3 production days. Ensure that density at N_{max} is less than 98.0 percent of MSG. The Department will not allow production to continue if N_{max} is greater than or equal to 98.0 percent of MSG unless acceptable corrections proven by resample and test are made.

442.07

On page 241, **Replace** the first paragraph with the following:

442.07 Acceptance. The Department will base acceptance of the asphalt concrete mix on the method specified in the Contract line item description (i.e., 446, 448).

446

On page 246, **Replace** Item 446 with the following:

ITEM 446 ASPHALT CONCRETE CORE DENSITY ACCEPTANCE

446.01 Description

446.02 JMF Field Adjustments

446.03 Monitoring

446.04 Reports

446.05 Density Acceptance

446.06 Joints

446.01 Description. This specification describes the acceptance criteria for asphalt concrete surface and intermediate courses. The Department will base acceptance of the compacted mixture in place on the level of density attained as sampled by the Contractor and analyzed by the Department.

The requirements of Item 441 apply, except as modified by this specification.

446.02 JMF Field Adjustments. Determine the need for any JMF gradation adjustments, provided for in 441.05, in the first 3 days or first 3000 tons (3000 metric tons) of production, whichever

comes last. Give the DET written notice of JMF adjustments no later than the end of the following day's production.

For projects smaller than the above JMF field adjustment period give the DET written notice of any JMF gradation adjustments within 1 workday following the last day of production.

446.03 Monitoring. If there is poor comparison between the Department's comparison samples and the Contractor's quality control tests, the Monitoring Team may at any time disallow acceptance to continue under 446. In this case, accept per 448 and 446. The Department will notify the Contractor in writing to stop production.

446.04 Reports. Submit the Quality Control Report according to 441.11 on the workday following the production day of the material represented by the report.

446.05 Density Acceptance. The requirements of 401.13 do not apply. However, rollers must fully and satisfactorily provide the required compaction, be mechanically sound, and meet Asphalt industry standards. The Department retains the right to reject the use of rollers which are not in good repair, or are not designed to do the work required. A three-wheel roller according to 401.17 is not required.

Obtain ten, 4-inch cores for the Department to test to determine the in-place density of the compacted mixture as a percentage of the average QC Maximum Specific Gravity (MSG) for the production day the material was placed. If Department MSG VA tests show poor comparison to the average QC MSG according to 403.06 use Department determined MSG results in the density calculation for each production day. Compact shoulders using the same equipment and procedures as used on the mainline pavement. The requirements of 401.16, except for the last four paragraphs, are waived.

Payment for compaction of the completed mainline pavement and ramps is by Lot, based upon the degree to which density is attained. Payment for shoulders depends on the degree to which the density is obtained on the adjacent mainline pavement lane or ramp. However, when a cold longitudinal joint is made between a mainline pavement lane and an adjoining shoulder, payment for the shoulder will be based on the degree to which the density is obtained on the shoulder.

A Lot consists of an area of pavement placed during a production day, including the shoulders. If less than 400 tons (400 metric tons) is produced in a production day, then that production day is combined with the next production day into a single Lot. If greater than 250 tons (250 metric tons) and less than 400 tons (400 metric tons) are produced on the last day of production for the project, then the day's production is a separate Lot. If less than 250 tons (250 metric tons) is produced on the last production day for the project, it is part of the previous Lot for acceptance, provided the previous Lot was placed within 3 days; otherwise, it is a separate Lot.

Within 48 hours after the pavement is placed, obtain ten cores for each Lot at random locations the Engineer determines. Only obtain core samples in the presence of the Engineer and immediately surrender each core sample to the Engineer for testing. The Engineer will divide a Lot into five equal sublots and calculate two random core locations in each subplot as described below using ODOT TE-217 procedure. Both mainline pavement and ramps will be included in Lot determinations. The Engineer will not give the Contractor random core locations early in the Lot placement. The Engineer will tell the Contractor the method used to determine random locations as noted below before project start and will use the same method for all Lots.

Cores will be taken from each lot as follows. Three cores will be taken from cold longitudinal joints (joint cores) and seven cores will be taken from the mat (mat cores). If locations not according to this specification are given, immediately inform the Engineer. Do not take joint cores from ramps joints. Take joint cores from the first, last and randomly from one of the three remaining sublots.

Appendix C

Determine by random number the longitudinal location of the joint core, and which pavement edge to be cored when the mat placed has both confined and unconfined edges. Except where notched wedge joints are used, take joint cores such that the core's closest edge is 4 inches (100 mm) from the edge of the mat. Obtain the mat cores from at least twelve inches away from the longitudinal joint. Locate cores obtained for contractor quality control (QC sister core) longitudinally from and within four inches (100 mm) of the random core. In addition to the QC sister cores, three extra cores may be taken from the first lot of a JMF for testing to correlate density gauges. Do not take additional cores beyond what is noted above unless clearly identified in the approved Contractor's QCP. Clearly label all cores with mat locations so that they may be readily identified. Any unlabeled cores may be destroyed by the Department. Notify the Laboratory if any questions arise. Do not store additional cores anywhere (project, in vehicles or at the plant) beyond those required to be taken for testing. Test all Contractor QC cores and maintain records of all tests (core tests and correlated gauge tests) per the QCP. Destroy all cores immediately after testing is complete.

Notched Wedge Joints: When notched wedge joint construction is used do not take cores on the sloped face of the wedge before the adjoining lane (matching pass) is placed. Take cores such that the core's closest edge is six inches (150 mm) from the edge of the joint upper notch. When a nine inch or wider wedge joint is used take the core three inches from the upper wedge joint notch.

The Department will determine the pay factor for each Lot cored by the pay schedule in Table 446.05-1 for Lots with three cold longitudinal joint cores and Table 446.05-2 for Lots with less than three cold longitudinal joint cores. The Department will verify the MTD if the MSG determination has a deviation from the MTD of less than or equal to 0.020. If the MTD is not verified, establish a new MTD according to the procedures established in 441.09. If less than 10 cores are available for determining the mean, the Laboratory will determine disposition of the Lot.

Fill core holes by the next workday with asphalt concrete. Before filling, ensure the holes are dry and tack them with asphalt material conforming to 407.02. Properly compact the asphalt concrete used for filling the hole and leave it flush with the pavement.

Appendix C

TABLE 446.05-1 FOR LOTS WITH 3 COLD JOINT CORES

Mean of Cores ^[1]	Pay Factor	
	Surface Course	Intermediate Course
98.0% or greater	[2]	[2]
97.0 to 97.9%	0.94	[2]
96.0 to 96.9%	1.00	0.94
93.4 to 95.9%	1.04 ^[4]	1.00
92.4 to 93.3%	1.00	1.00
91.4 to 92.3%	0.98	1.00
90.4 to 91.3%	0.90	0.94
89.4 to 90.3%	0.80	0.88
88.4 to 89.3%	[3]	[3]
Less than 88.4%	[2]	[2]

[1] Mean of cores as percent of average MSG for the production day.

[2] For surface courses, remove and replace. For other courses, the District will determine whether the material may remain in place. If the District determines the course should be removed and replaced, the Contractor will remove and replace this course and all courses paved on this course. The pay factor for material allowed to remain in place is 0.60.

[3] The District will determine whether the material may remain in place. If the District determines the course should be removed and replaced, the Contractor will remove and replace this course and all courses paved on this course. The pay factor for such material allowed to remain in place is 0.70.

[4] No incentive will be paid if any single cold joint core is less than 91.0%.

TABLE 446.05-2 FOR LOTS WITH LESS THAN 3 COLD JOINT CORES

Mean of Cores ^[1]	Pay Factor	
	Surface Course	Intermediate Course
98.0% or greater	[2]	[2]
97.0 to 97.9%	0.94	[2]
96.0 to 96.9%	1.00	0.94
94.0 to 95.9%	1.04 ^[4]	1.00
93.0 to 93.9%	1.00	1.00
92.0 to 92.9%	0.98	1.00
91.0 to 91.9%	0.90	0.94
90.0 to 90.9%	0.80	0.88
89.0 to 89.9%	[3]	[3]
Less than 89.0%	[2]	[2]

[1] Mean of cores as percent of average MSG for the production day.

[2] For surface courses, remove and replace. For other courses, the District will determine whether the material may remain in place. If the District determines the course should be removed and replaced, the Contractor will remove and replace this course and all courses paved on this course. The pay factor for material allowed to remain in place is 0.60.

[3] The District will determine whether the material may remain in place. If the District determines the course should be removed and replaced, the Contractor will remove and replace this course and all courses paved on this course. The pay factor for such material allowed to remain in place is 0.70.

[4] No incentive will be paid for lots where 3 joint cores are required to be taken but less than 3 cores are taken.

446.06 Joints. Construct joints according to 401.17. Make a hot longitudinal joint between the mainline pavement lane and the adjoining shoulder and all ramps and the adjoining shoulders. If a hot longitudinal joint is specified between the mainline pavement lanes, the Contractor may construct a cold longitudinal joint between the mainline pavement lanes and the adjoining shoulders. Cold longitudinal joints in mainline pavement will be tested according to 446.05.

448

On page 250, **Replace** Item title with:

ITEM 448 ASPHALT CONCRETE ACCEPTANCE

448

On page 250, **Delete** the following subsection:

448.06 Basis of Payment

448.01

On page 250, in the first paragraph **Replace** the first sentence with the following:

This specification describes the acceptance criteria for asphalt concrete surface and intermediate courses.

448.06

On page 251, **Delete** the entire subsection **448.06 Basis of Payment.**

451.09

Starting on page 256, **Replace** the entire subsection **451.09 Joints** with the following:

451.09 Joints. Unless otherwise directed, construct all transverse joints normal to the centerline of the pavement lane and of the type, dimensions, and at locations specified.

Determine contraction and longitudinal joint sawing time limits to protect the concrete from early cracking by using HIPERPAV software. Obtain the software according to Supplement 1033.

Twenty four (24) hours before placing concrete pavement create a HIPERPAV project data file according to Supplement 1033.

Provide the completed file and the printout to the Engineer. When HIPERPAV predicts early age slab cracking will occur, whether due to standard construction practices, joint sawing methods, mix design or curing, either do not start construction until modifications have been made to eliminate HIPERPAV's predicted slab cracking or do not pave.

Perform a HIPERPAV analysis for each pour.

If software analysis determines joint sawing could exceed twenty four (24) hours, assure all joints are sawed by the 24th hour.

A HIPERPAV analysis showing paving can proceed does not eliminate the requirements of 451.17.

Accurately mark the correct locations of all joints that will be saw cut along both edges of the pavement. Ensure the method of marking remains clearly visible after the paver passes and until the joint saw cut is completed.

A. Longitudinal Joint. Construct longitudinal joints between simultaneously placed lanes by sawing.

When a standard (water cooled diamond bladed) concrete saw is used to make the longitudinal joint between simultaneously placed lanes, saw the joint within the timeframe provided in the HIPERPAV output. For pavement less than or equal to 10 inches (255 mm), saw the joint to a minimum depth of one-fourth the specified pavement thickness. For pavements greater than 10 inches (255 mm) thick, saw the joint to a minimum depth of one-third the specified pavement thickness. Saw joints $1/4 \pm 1/16$ inch (6 ± 1.6 mm) wide measured at the time of sawing.

When using early-entry (dry cut, light weight) saws to make the longitudinal joint between simultaneously placed lanes, only use saw blades and skid plates as recommended by the saw manufacturer for the coarse aggregate type being used in the concrete. Perform the early-entry sawing after initial set and before final set. Saw the joint $1/8$ inch (3 mm) wide and $2 1/4$ to $2 1/2$ inches (56 to 63 mm) deep.

Place deformed epoxy coated steel tiebars or the epoxy coated hook bolt alternate (wiggly bolt) with epoxy coated coupling, in longitudinal joints during consolidation of the concrete. Install them at mid-depth in the slab by approved mechanical equipment. As an alternate procedure, rigidly secure them on chairs or other approved supports to prevent displacement. Provide tie bars or wiggly bolts of the size and spaced as shown on the standard construction drawings. If used, securely fasten hook bolts or wiggly bolts with couplings to the form at the longitudinal construction joint as shown on the standard construction drawings.

B. Transverse Joints

Unless otherwise directed, construct all transverse joints normal to the centerline of the pavement lane and of the type, dimensions, and at locations specified.

For all transverse joints, install round, straight, smooth, steel dowel bars of the size shown in Table 451.09-1.

TABLE 451.09-1 DOWEL SIZE	
Thickness of Pavement (T)	Diameter of Steel Dowel
Less than 8 1/2 inches (215 mm)	1 inch (25 mm)
8 1/2 to 10 inches (215 to 255 mm)	1 1/4 inches (32 mm)
Over 10 inches (255 mm)	1 1/2 inches (38 mm) or as shown on the plans

Within 2 hours prior of placing concrete coat the full length of all dowels with a thin uniform coat of new light form oil as a bond-breaking material.

Load Transfer Assemblies.

Use load transfer (dowel basket) assemblies in transverse contraction joints conforming to and placed according to the standard drawings to hold the dowels in a position parallel to the surface and centerline of the slab at mid-depth of the slab thickness.

Preset all dowel basket assemblies before the day's paving unless the Engineer determines complete presetting is impractical.

Completely install dowel basket assemblies before shipping and spacer wires are removed.

Immediately before paving, remove all shipping and spacer wires from the dowel basket assemblies; check the dowel basket assemblies are held firmly in place; check the dowels are parallel to the grade and parallel to centerline of pavement.

For each joint assembly used to hold dowels in position, provide a continuous assembly between longitudinal joints or between the longitudinal joint and pavement edge. Drive at least eight 1/2-inch (13 mm) diameter steel pins a minimum of 18 inches (460 mm) long at an angle to brace the assembly from lateral and vertical displacements during the placing of concrete. Drive two of these pins opposite each other at each end of the assembly, and drive the remaining pins in staggered positions on each side of the assembly. Where it is impractical to use the 18-inch (460 mm) length pins, such as where hardpan or rock is encountered, and provided the assembly is held firmly, the Engineer may authorize use of shorter pins. Where the dowel basket assembly is placed on granular material that may allow settlement or distortion, anchor the assembly with a combination of pins and steel plates, or by some other means satisfactory to the Engineer to prevent settlement.

When concrete pavement is placed on an existing concrete pavement or on a stabilized base, secure dowel basket assemblies from lateral and vertical displacement during concrete placement using power-driven fasteners and appropriate clips or pins driven in predrilled holes of a diameter slightly less than the pin diameter. Use either of the above methods or a combination of the two in sufficient numbers to adequately secure the basket assemblies.

Where widths other than 12 feet (3.6 m) are specified, the Contractor may use standard dowel basket assemblies with dowel spacings adjusted as follows. Maintain 6-inch (150 mm) dowel spacing at the longitudinal joint and increase the spacing at the outer edge of the lane up to 12 inches (300 mm). Where an odd width of lane occurs and if the standard dowel basket assembly would provide for a space exceeding 12 inches (300 m), place a dowel 6 inches (150 mm) from the outer edge of the lane). Hold such a dowel rigidly in proper position by a method satisfactory to the Engineer or cut and splice a dowel basket assembly of greater length than required to attain the required length.

Slip Form Paver with Mechanical Dowel Bar Inserter.

The Contractor may propose to use a slip form paver with mechanical dowel bar inserter (DBI) to place dowels in transverse contraction joints the full thickness of pavement and spaced per the requirements of the standard construction drawings. Submit details and specifications of the proposed equipment to the Engineer at least 14 calendar days prior to mobilizing the equipment to the project.

Appendix C

The use of any slip form paver with DBI is allowed only after acceptable performance is demonstrated with a test section and approved by the Engineer. Continued verification during all contract paving is required for each production day as detailed below.

Provide all equipment, perform all testing, and evaluate the slip form paver with DBI as detailed in the following sections.

1. MIT Scan-2 Equipment and Reporting

Provide MIT Scan-2 equipment to determine the location of dowel bars in either fresh or hardened concrete including horizontal translation, longitudinal translation, vertical translation, horizontal skew, vertical tilt, and cover.

Provide equipment for determining dowel bar alignment that has an onboard computer that runs the test; collects and stores the test data on a memory card; performs the preliminary evaluation; and provides a printout of results immediately after scanning. Provide MagnoProof software to provide a detailed report of all required alignment parameters in an Excel spreadsheet and a graphical color representation.

Ensure the equipment is properly calibrated conforming to the manufacturer's specifications and for the specific project conditions. Provide calibration documentation to the Engineer prior to the start of construction. Establish a standard protocol for scanning direction.

Provide trained personnel to operate the equipment and documentation of training prior to start of construction.

Provide a print out, at the time of scanning, for horizontal translation, longitudinal translation, vertical translation, horizontal skew, vertical tilt, and cover for each bar in each joint scanned. For each Test Section and daily, for each day of production, provide a complete report to the Engineer at the completion of scanning along with a digital copy of all data collected in the manufacturer's native file format as well as all calibration files. Include the standard report generated using the MagnoProof software in Excel format and with color graphical representation of each joint. Include in the report project contract number, county-route-section, placement date, scan date, station location and lane, joint ID number, name of operator, and all required alignment parameters.

If non-magnetic dowel bar materials are to be used, propose and demonstrate alternative measurement equipment to the Engineer showing capability to provide measures equal or similar to the acceptance and rejection criteria of Table 451.09-2. Obtain the Engineer's approval of alternative equipment prior to paving. If no alternative equipment can demonstrate the required capability, do not use the slip form paver with DBI.

Prior to paving, review the measurement equipment applicability for the project conditions with the Engineer, including: ambient moisture conditions, dowel material, metallic concrete aggregate and potential contributors to magnetic interference (presence of tiebars, reinforcing steel or other embedded or underlying steel items that may affect measurement accuracy). Establish how the measurement device can meet the project conditions. If the measurement device cannot meet the project conditions, do not use the slip form paver with DBI.

2. Acceptance/Rejection

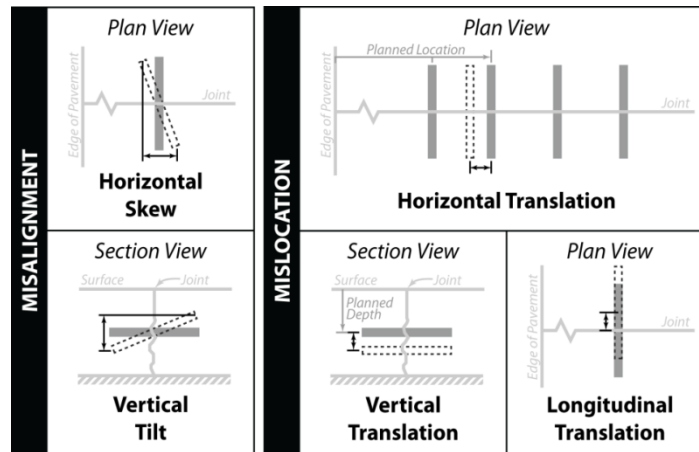
The required dowel bar tolerances are given in Table 451.09-2. Dowel bar alignment is measured as detailed below. Any dowel bar exceeding any Acceptance Tolerance in Table 451.09-2 is considered misaligned. Rejection Criteria is in absolute inches.

**Table 451.09-2
Individual Dowel Bar Alignment Tolerances**

Appendix C

Alignment Parameter	Acceptance Tolerance (inches)	Rejection Criteria (inches)
Horizontal Translation ^a	±2.0	±3.0
Longitudinal Translation ^b	±2.0	±4.0
Vertical Translation ^c	±1.0	± T/6
Horizontal Skew ^d	±0.60	±1.0
Vertical Tilt ^e	±0.60	±1.0
Cover ^f	-	2.5 minimum

- a. Horizontal Translation - the total difference, measured horizontally, between the actual dowel bar location and the plan required dowel bar location along the transverse contraction joint.
- b. Longitudinal Translation - the total difference, measured in the longitudinal direction, from the center of the transverse contraction joint to the actual dowel bar center. Also termed as “side shift”.
- c. Vertical Translation - the total difference, measured vertically, between the centerline of the actual dowel bar location and the mid-depth of the slab. (T = Pavement Thickness in inches)
- d. Horizontal Skew - the total difference, measured from end to end of a dowel bar, of the dowel in the horizontal plane.
- e. Vertical Tilt - the total difference, measured from end to end of a dowel bar, of the dowel bar in the vertical plane.
- f. Cover - the least distance between the surface of embedded reinforcement and the outer surface of the concrete.



Perform a Joint Score Analysis conforming to CPTP Tech Brief *Best Practices for Dowel Placement Tolerances* (FHWA-HIF-07-021) for every joint. Joint Score is a measure of the combined effects of horizontal skew and vertical tilt. To calculate the Joint Score: calculate the Single Dowel Misalignment (SDM) by the square root of the sum of the squares of the Horizontal Skew and Vertical Tilt of each dowel in the joint; determine the weighing factor (W) for each bar from Table 451.09-3; sum the W values for every dowel in the joint and add one (1).

$$\text{Single Dowel Misalignment (SDM)} = \sqrt{(\text{Horizontal Skew})^2 + (\text{Vertical Tilt})^2}$$

Joint Score (JS) – Evaluated for a single transverse joint between adjacent longitudinal joint(s) and/or pavement edge(s) (i.e., a typical 12 ft [3.6 m] standard lane or up to 14 ft [4.3 m] widened lane), and calculated as:

Appendix C

$$\text{Joint Score (JS)} = 1 + \sum_{i=1}^n W_i$$

where:

n = number of dowels in the single joint

W_i = weighting factor (Table 451.09-3) for dowel i

Table 451.09-3	
Weighting Factors in Joint Score (JS) Determination	
Single Dowel Misalignment (SDM)	W, Weighting Factor
SDM ≤ 0.6 in. (15 mm)	0
0.6 in. (15 mm) < SDM ≤ 0.8 in. (20 mm)	2
0.8 in. (20 mm) < SDM ≤ 1 in. (25 mm)	4
1 in. (25 mm) < SDM ≤ 1.5 in. (38 mm)	5
1.5 in. (38 mm) < SDM	10

Joint Score Trigger (JST) – A scaling of the Joint Score risk value to account for the actual number of dowels required in a single joint for pavement width other than 12 ft (3.6 m), calculated as:

$$\text{Joint Score Trigger (JST)} = 10 * \frac{\text{\# of Dowel Bars in Single Joint}}{12}$$

Include the Joint Score and Joint Score Trigger for every joint scanned in the report to the Engineer. Any joint with a Joint Score equal to or greater than the Joint Score Trigger is considered locked and rejectable.

3. Test Section

Prior to production use of a DBI slip form paver, perform at least a 500-foot (150 m) long test section for acceptance of the machine. Measure the alignment and location of each dowel bar in the test section using the MIT Scan-2. The test section will be considered acceptable if the following acceptance criteria are met:

1. Each Joint Score (JS) is less than Joint Score Trigger (JST);
2. Ninety percent (90%) of the dowel bars meet the Acceptance Tolerances of Table 451.09-2;
3. None of the dowels exceed the Rejection Tolerances of 451.09-2.

If the test section acceptance criteria is not met, use the data to refine the paving process and reduce/eliminate misalignments and mislocations. Modify, repair or replace any slip form paver with DBI that does not meet the acceptance criteria and perform another test section. Do not begin production paving until the slip form paver with DBI test section acceptance criteria is met.

Perform corrective action of all joints in the test section according to Section 5 below.

Perform a new test section for any new slip form paver with DBI that will be used for any contract item of work.

Perform a new test section at the beginning of every construction season; after major paver maintenance/repairs; at mobilization or remobilization to a project, for major concrete mix design changes or different concrete mix designs; and as required by Section 4 of this specification.

If the length of the section to be paved makes it unreasonable to perform the test section, scan all joints for conformance with the requirements of Section 2, Acceptance/Rejection. Correct any joints with dowels found to be rejectable or JS greater than JST according to Section 5, Corrective Action.

Determine during the test section if embedded tiebars are affecting the Rejection Tolerances and JS's. If the test section demonstration shows interference, exclude from the JS and JST calculations any dowel bar(s) closer than 12 in. (300 mm) in any direction to tiebars in the longitudinal joint(s). At the Engineer's discretion, establish the location of excluded dowels by another equivalent non-destructive method or by probing.

4. Paving Quality Control Testing (QCT) for Dowel Bar Inserters

When using the accepted slip form paver and DBI for any contract item of work, perform quality control scans with the MIT-Scan 2 equipment at the following minimum:

- a. Measure the alignments and location for every 10th joint and calculate the JS and JST for each measured joint. Acceptable QCT is when all measures are within the acceptance tolerances in Table 451.09-2 and JS is less than JST.
- i. When the daily QCT finds more than 10 percent of the joints scanned have dowels exceeding the acceptance tolerances of Table 451.09-2 but the JS is less than the JST, increase the scanning frequency to every 5th joint. Evaluate the paving process to reduce/eliminate misalignments and mislocations and continue to pave. The QCT frequency will revert back to every 10th joint when two consecutive days of scanning every 5th joint show no dowels exceeding the acceptance tolerances of Table 451.09-2 and all JSs are less than the JST.
- ii. When QCT finds any individual dowel bars exceeding the rejection criteria of Table 451.09-2 or the JS is found to exceed the JST, the joint is considered to be locked and immediate investigation needs to be made as follows:
 1. Scan joints in front and behind the locked joint location until five (5) consecutive joints in both directions are found with no dowel bars exceeding the rejection criteria of Table 451.09-2 and no JS is found to exceed the JST.
 2. If the additional scanned joints show no additional dowel bars exceeding the rejection criteria of Table 451.09-2 and no JS exceeding the JST, evaluate equipment to determine what caused the original problem. Before continuing paving increase the frequency of QCT to conform to 4.a.i.
 3. If the additional scanned joints show additional dowel bars exceeding rejection criteria of Table 451.09-2 or joints with a JS exceeding the JST, stop paving. Investigate to determine the cause of the dowel bar rejection issues and provide the causes and alternative corrections to the Engineer.

The Engineer will determine if the corrections will correct the problem and may allow paving to temporarily continue to validate if the corrections work. During any evaluation, scan all joints to determine if the corrections were successful. If successful, continue QCT scanning at the frequency of 4.a.i. If not successful, discontinue paving, repair or replace the slip form paver and DBI, and repeat the Test Section
- b. All dowel bars found beyond rejection criteria of Table 451.09-2 or joints with a JS exceeding the JST require a corrective action proposal conforming to Section 5, Corrective Action.

Provide report formats as described in Section 1, MIT Scan-2 Equipment and Reporting.

5. Corrective Action

Submit a proposal for corrective action to the Engineer for any dowel that exceeds the rejection criteria in Table 451.09-2 or any joint that has a JS greater than the JST. As a minimum, include the following in the corrective action proposal:

1. Locations of rejectable dowels with identification information as described in Section 1, MIT Scan-2 Equipment and Reporting.

2. Locked joint identification information as described in Section 1, MIT Scan-2 Equipment and Reporting.
3. Proposed method of remediation for each identified location, including supporting documentation of the effectiveness of the means of proposed remediation.

The Department may not require corrective action for random dowels that exceed the rejection criteria of Table 451.09-2 depending on location; what alignment parameter was the cause for the rejection; and the frequency of the rejectable dowels.

The Department may not require corrective action for all JS exceeding the JST, if they are random in nature. Up to two (2) consecutive joints with a JS exceeding the JST may be accepted, provided that the adjacent three (3) joints before or after do not have dowels exceeding Table 451.09-2 rejection limits and have JS's less than the JST. The Department will require corrective action where there are more than two (2) consecutive joints with a JS exceeding the JST.

Do not proceed with any corrective action until the Engineer approves the proposed method(s) of correction.

C. Expansion Joints. Where a pressure relief joint is not provided adjacent to a bridge structure, construct expansion joints at the first two regularly spaced joint locations adjacent to the bridge approach slab on each side of the bridge. If the pavement is constructed in two or more separately placed lanes, construct the transverse expansion joints in a continuous line for the full width of the pavement and shoulders.

Construct expansion joints according to the standard construction drawings. Install the face of the expansion joint perpendicular to the concrete surface except when expansion joint is installed at a skewed bridge approach slab.

Use round, straight, smooth, steel dowels, and within 2 hours of placing concrete, coat the dowels with a thin uniform coat of new light form oil as a bond-breaking material to provide free movement. After coating the dowel, install a sleeve of metal or other approved material approximately 3 inches (75 mm) long, with crimped end, overlapping seams fitting closely around the dowel, and a depression or interior projection to stop the dowel a sufficient distance from the crimped end to allow 1 inch (25 mm) for longitudinal dowel movement with pavement expansion on one free end of each dowel. If approved by the Engineer, use other means to allow for 1 inch (25 mm) of expansion.

Punch or drill proper size dowel holes into the preformed expansion joint filler to assure a tight fit around each dowel.

Form a 1-inch (25 mm) wide and 1-inch (25 mm) deep opening on top of the expansion joint filler and seal this opening with 705.04 joint sealers.

D. Contraction Joints. For pavement less than or equal to 10 inches (225 mm) thick, saw contraction joints with a standard (water cooled diamond bladed) concrete saw to a minimum depth of one-fourth of the specified pavement thickness. For pavement greater than 10-inches (255 mm) thick, saw contraction joints to a minimum depth of one-third the specified pavement thickness. When cutting joints using a standard (water cooled diamond blade) saw assure the joint is $1/4 \pm 1/16$ -inch (6 ± 1.6 mm) wide when measured at the time of sawing.

When using the option of early-entry (dry cut, light weight) saws, only use saw blades and skid plates as recommended by the saw manufacturer for the coarse aggregate type being used in the concrete. Perform the early entry contraction joint sawing after initial set and before final set. Saw the contraction joint 2-1/4 to 2-1/2-inches (56 to 63 mm) deep. Ensure any early entry saw joints are approximately 1/8-inch (3 mm) wide at the time of sawing.

If the pavement is constructed in two or more separately placed lanes, install the joints continuous for the full width of the pavement. Saw the pavement with sawing equipment approved by the

Engineer as soon as the saw can be operated without damaging the concrete. Provide saws with adequate guides, blade guards, and a method of controlling the depth of cut. After wet sawing, clean the joint using a jet of water. After dry sawing clean the joint using air under pressure. During sawing of contraction joints, maintain a standby saw in working condition with an adequate supply of blades.

E. Construction Joints. Install dowelled construction joints at the end of each day's work and when work is suspended for a period of more than 30 minutes.

Use dowels in transverse construction joints. Within 2 hours of placing concrete, coat the free half of all dowels with a thin uniform coat of new light form oil. Use an adequate bulkhead, with openings provided for dowel bars spaced as specified and shaped to fit the typical section of the pavement, to form a straight joint. During placing of concrete, hold dowels rigidly in position.

Locate construction joints at or between contraction joints. If located between contraction joints, construct the construction joint no closer than 10 feet (3 m) to the last contraction joint.

451.10

On page 264, **Replace** paragraph 3 and 4 with the following two paragraphs:

Texture the surface in the longitudinal or transverse direction using a broom to produce a uniform, gritty, texture. Immediately following the broom drag texture, tine the pavement in the longitudinal direction using an approved device that produces uniform tine spacing 3/4 inches wide (19 mm), 1/8 inch deep (3 mm) and 1/8 inch wide (3 mm). Do not tine within 3 inches (75 mm) of pavement edges or longitudinal joints. Only use equipment that will tine the full width of the pavement in one operation and uses string line controls for line and grade to assure straight tining texture.

Use transverse tining in small areas only with the approval of the Engineer. Use equipment that produces a random pattern of grooves [0.05 inch (1.3 mm) to 0.08 inch (2.0 mm) deep and 0.10 inch (3 mm) wide] spaced at 3/8 to 1-3/4 inches (10 to 45 mm), with 50 percent of spacings less than 1 inch (25 mm). Transverse tining may be used as an option for shoulders of main line or shoulders of ramps and gore areas. Tine all mainline shoulders or all ramp shoulders in a consistent direction if choosing this option. Request the use of transverse tining and identify the locations for approval at the preconstruction meeting.

455.06

On page 282, **Replace** the third paragraph of 455.06 with the following:

When the actual work produced by the QCP does not conform to specification requirements, the Engineer will require modification of the QCP to return the work to conformance. When notified by the Engineer propose modifications to the QCP for acceptance. Do not continue work until the Engineer has either accepted the revised QCP or determined work can continue.

499.03 Concrete Mix Designs.

On page 284, **Replace** the first three paragraphs of 499.03 with the following:

499.03 Concrete Mix Designs. Develop concrete mix designs with 1 inch maximum nominal size coarse aggregate according to ACI 301, Section 4 meeting the requirements of Table 499.03-1.; Limit the pozzolan content of any developed mix designs according to Table 499.03-2. The design air for concrete with 1" nominal maximum size aggregate is 6%. Conform to the requirements and procedures of this specification and Supplement 1126 for concrete mix design submittals and approvals.

Only use mix designs accepted by the Department and issued a JMF number.

TABLE 499.03-1 CONCRETE MIX DESIGN REQUIREMENTS

Quantities per Cubic Yard (Cubic Meter) Provide Concrete with 6±2% Air Content				
Class	Design Strength psi (MPa)	Permeability ^[1] Maximum (Coulombs)	Cementitious Content ^[2] Minimum. lbs (kg)	Aggregate Requirements
QC 1	4,000 (28.0) at 28 days	2,000	520 (309)	Well-Graded
QC 2	4,500 (31.0) at 28 days	1,500	520 (309)	Well-Graded
QC 3 Special	As per plan	1,500 or as per plan	520 (309) or as per plan	Well-Graded
QC 4 Mass Concrete	4,000 (28.0) or as per plan ^[3]	2,000 or as per plan	470 (279) [4] [5] or as per plan	Well-Graded
QC 5	4500 (31.0) at 28 days	N/A	520 (236)	1 inch or 3/8 inch nominal Aggregate size
QC MS ^[7]	See Supplement 1126	N/A	800 ^[7] (475)	1 inch nominal maximum size
QC FS ^[7]	See Supplement 1126	N/A	900 ^[7] (534)	1 inch nominal maximum size
QC MISC ^[6]	4,000 (28.0) at 28 days	N/A	550 ^[8] (326)	1 inch nominal maximum size

[1] AASHTO T277 Modified

[2] Cementitious Content includes cement and pozzolan materials, denoted as Cm

[3] Strength for Mass Concrete (QC 4) may be tested at either 28 or 56 days.

[4] Do not use Type III cement or accelerating admixtures in mass concrete.

[5] The maximum fly ash or GGBF slag content may be increased up to 50%.

[6] For QC MISC mixes only –Water/Cementitious ratio limited to 0.50 maximum

[7] Cement Only – No pozzolan materials

[8] Cement or a combination of cement and up to 15% fly ash or up to 30% GGBF slag

Determine the permeability by testing according to AASHTO T277 except moist cure the permeability samples for 7 days at 73°F followed by 21 days of moist curing at 100°F. Perform permeability testing at 28 days.

499.08

On page 290, **Replace** the third and fourth paragraphs of 499.08 with the following:

When concrete is mixed using a truck mixer for complete mixing, mix each batch of concrete at the rotation rate designated on the mixer as mixing speed for not less than 70 revolutions of the drum. Transport mixed concrete from the central mixers in truck mixers, truck agitators, or trucks having non-agitating bodies. Within 90 minutes after cement and water are combined, deliver and completely discharge concrete.

When concrete is delivered in transit mixers and before discharging any of a batch, the Engineer may allow adding water within the specified water-cement ratio limits. Perform sufficient mixing, a minimum of 30 revolutions at mixing speed, to adjust the slump and to regenerate the specified air content throughout the batch.

501.03

On page 292, in the first paragraph **Replace** the last sentence with:

Appendix C

Before or at the preconstruction conference, provide a written notification to the DCA and OMM of the selected steel fabricators and precast concrete fabricators.

501.04

On page 292, **Replace** the first paragraph with:

Provide shop drawings detailing structural steel, metal structural elements, prestressed concrete members, precast concrete structural elements, and other similar materials requiring either shop or field fabrication. Include the PID (Project Identification Number).

501.04.A

On page 292, **Replace** the subsection with the following:

A. Contractor Acceptance of Shop Drawings for Items 513 and 515. Submit shop drawings to OMM before the start of fabrication on Item 513, UF Level or at least 3 days before the pre-fabrication meeting per 513.07 or 515.07 as follows:

For structures carrying railroad traffic, submit four copies of the prepared shop drawings at least 40 days prior to the pre-fabrication meeting to each railroad company involved for review and acceptance. Resolve all railroad comments prior to submitting drawings to OMM. The submission to OMM shall include one set of shop drawings accepted by each railroad company involved; copies of all documentation between the railroad(s) and the Contractor, four sets of Contractor accepted shop drawings and the Contractor's written acceptance letter. Also, furnish the fabricator's quality control specialist with one additional set of these drawings before the pre-fabrication meeting.

For all other structures, the submission to the OMM shall include a written acceptance letter and four copies of each drawing, unless additional copies are requested. Also, furnish the fabricator's quality control specialist with one additional set of these drawings before the pre-fabrication meeting.

Have competent individuals, prepare and check the shop drawings. The preparer(s) and checker(s) shall initial each sheet and shall be different individuals. Provide, on the cover sheet or submittal letter, the first name, last name and initials of each preparer and checker performing work on the shop drawings. Have an Ohio Registered Engineer sign, seal, and date the shop drawing cover sheet or submittal letter according to ORC 4733 and OAC 4733-35 confirming that the shop drawings meet the intent of the contract. If multiple preparers or multiple checkers created the drawing, then the cover sheet or submittal letter shall clearly indicated the portions for which each person is responsible. Have all questions and comments addressed before submitting the shop drawings.

The Contractor's written acceptance letter shall document acceptance of the shop drawings including confirmation of field verification, as required, and descriptions of issues resolved between the Contractor, the fabricator, or the Department.

By accepting these shop drawings, the Contractor represents to the Department that all dimensions and elevations of existing conditions shown on the plans have been field measured and verified, and that these shop drawings comply with all the materials requirements, construction requirements, contract requirements, and performance criteria. The Contractor further represents that these drawings have been coordinated and verified with the details of the work to be performed by other fabricators and entities on the project. The Department will not make any allowance for additional cost or delays to the Contractor for incorrect fabrication as a result of failure to coordinate or perform this acceptance.

If the Department requests changes on these shop drawings, or the Contractor makes changes in addition to those expressly requested, revise the shop drawings and submit a new cover sheet, signed, sealed and dated by an Ohio Registered Engineer with suitable revision marks to identify the changes. Schedule the pre-fabrication meeting after OMM receives the drawings. Fabrication may begin after the pre-fabrication meeting is complete or after receipt of Item 513, UF Level drawings.

501.05.B

On page 295, **Replace** the first paragraph with the following:

Have competent individuals prepare and check and initial each working drawing. The preparer and checker shall be different individuals. Provide, on the cover sheet or submittal letter, the first name, last name and initials of each preparer and checker performing work on the working drawings. Have an Ohio Registered Engineer sign, seal, and date the cover sheet or submittal letter according to ORC 4733 and OAC 4733-35. If multiple preparers or multiple checkers created the drawing, then the cover sheet or submittal letter shall clearly indicated the portions for which each person is responsible.

501.05.B

On page 295, **Replace** the third paragraph with the following:

Perform all work in accordance with the prepared working drawings. Immediately cease all operations that deviate from the prepared working drawings. If a deviation is necessary, furnish the Engineer a copy of a revised working drawing at least 24 hours before construction on the deviated work begins. The revised working drawing shall be prepared and initialed by competent individual(s) and checked, and initialed by different competent individual(s). Provide, on the revised cover sheet or submittal letter, the first name, last name and initials of each preparer and checker performing work on the working drawings. Have an Ohio Registered Engineer sign, seal, and date the revised cover sheet or submittal letter according to ORC 4733 and OAC 4733-35. Department acceptance of revised working drawings is not required. The absence of Department acceptance does not supersede the Engineer's authority as defined in 105.01.

501.05.B

On page 295, after the fourth paragraph, and sentence **Replace** the first section to:

This section applies to working drawings for the following:

1. Cofferdams and Excavation Bracing, impacting active traffic, or with an exposed height over eight feet, except when a complete design is already shown in the plans. Perform all work as specified below:
 - a. Locate Cofferdams and Excavation Bracing according to the contract, if shown.
 - b. Maintain temporary horizontal and vertical clearances according to the contract.
 - c. Include the effects of AASHTO live and dead load surcharges as necessary.
 - d. Design Cofferdams and Excavation Bracing in accordance with the latest *AASHTO Guide Design Specifications for Bridge Temporary Works*, Section 4

506.01

On page 306, **Replace** the last sentence to:

When subsequent static load tests are specified, the Office of Geotechnical Engineering will determine whether subsequent static load tests are to be performed and the location of all piles to be tested

506.02

On page 306, in the second paragraph, **Replace** the last sentence to:

If the Contractor finds it necessary to use a different hammer, the Office of Geotechnical Engineering will determine if an additional static load test is necessary.

506.04

Appendix C

On page 309, **Replace** the first sentence of the first paragraph to:
If the Contractor subsequently finds it necessary to use a different hammer, the Office of Geotechnical Engineering will determine if an additional static load test is necessary; the Contractor shall complete any such additional test at no additional cost to the Department.

507.04

On page 310, **Replace** the eighth paragraph to:

When using open ended diesel hammers, provide electronic equipment, such as a saximeter, or equivalent, for the Engineer's use to accurately measure and record the average stroke for each unit of length driven.

507.04

On page 311, after the last paragraph, **Add** the following two sentences:

Maintain a minimum radius of 15 feet (4.5 m) between simultaneous work of placing concrete and driving piles. If concrete is placed within the 15-foot (4.5 m) radius, suspend driving operations until the concrete has cured for 5 days.

507.06

On page 312, **Replace** the last paragraph with the following:

After installation, cover the tops of driven casings until the concrete is placed. Before placing concrete, remove accumulated water or other foreign matter in a driven casing. Place concrete for cast-in-place piles using methods that prevent voids, however, do not vibrate the concrete.

508.02.B

On page 315, **Replace** B with the following:

B. Equal to $0.000018 S^3$ ($0.016 S^3$) for simple spans, where S is the length of the slab in feet (meters) for camber expressed in inches (millimeters).

508.02

On page 316, after the third and last paragraph of this section, **Add** the following sentence,
Inserts cast into prestressed members for the purposes of falsework support shall be galvanized according to 711.02 and shall be shown in the shop drawings according to 515.06.

511.05

On pages 325 and 326, **Replace** section 511.05, (delete the second paragraph), with the following:
Mix concrete according to 499.08.

511.07

On page 326, **Replace** the second paragraph of 511.07 with the following:

Place and finish concrete to the lines and grades shown in the plans. Unless otherwise noted, the proposed beam seat elevations shown in the plans for prestressed beam superstructures are based on the design midspan camber for prestressed beams which are 30 days old (D30). Adjust each beam seat elevation using measured midspan camber data provided by the fabricator if available. In the absence of measured midspan camber, adjust each beam seat elevation using the following:

$$\Delta Y = Dt - D30 \geq 0$$

Where:

Appendix C

ΔY	=	Distance that each seat elevation shall be lowered from plan elevation to account for midspan camber growth rounded to the nearest 1/8-inch
Dt	=	$(1 + \psi) D0$
$D30$	=	Design Midspan Camber at Day 30 provided in the plans; inch
$D0$	=	Design Midspan Camber at Day 0 provided in the plans; inch
ψ	=	$1.97 KS KF KTD$
KS	=	$1.45 - 0.13 (V/S) \geq 1.0$
V/S	=	Ratio of the prestressed concrete member's volume-to-surface area exposed to the atmosphere. For each of the standard I-beam sections, this ratio is provided on PSID-1-13; inch
KF	=	$5/(1 + f'ci)$
$f'ci$	=	Compressive strength of prestressed concrete at release provided in the plans; ksi
KTD	=	$t/(61 - 4 f'ci + t)$
t	=	Age of prestressed concrete measured between release of prestressing force (i.e. 0.75 days) and time of deck placement; days

Provide the Engineer with revised plan sheets and Design Camber calculations or measured camber data signed, sealed and dated by an Ohio Registered Professional Engineer at least 7 days prior to constructing the beam seats. The revised plan sheets shall include the measured camber data (if available), Design Camber (Dt) and beam age (t) assumed for establishing the revised elevations. Provide haunch reinforcement for prestressed I-beam members as necessary to extend the beam's composite reinforcement at least two inches into the design deck thickness. All revisions resulting from adjusted beam seat elevations shall be clearly marked as revised. Do not begin work until the Engineer approves the revised plan.

511.08

On page 330, **Replace** the third paragraph with the following:

After the concrete initially sets, but before any shrinkage cracks develop, saw control joints 1 1/4 inches (32 mm) deep into the perimeter of the parapet. Generally, initial set is within 6 hours of batching of the concrete. Ensure that all joints are sawed within 24 hours of placement. Saw control joints using an edge guide, fence, or jig to ensure that the joint is straight, true, and aligned on all faces of the parapet. The joint width shall be the width of the saw blade, a nominal 1/4 inch (6 mm). After the concrete curing period specified in Item 511.14 has been reached, sawcut at least 4 inches (100 mm) deep around the perimeter of the front face, top and back face of the top portion of the parapet, no lower than 12 and 1/2 inches (313 mm) above the top of the concrete deck slab. Caulk the control joints with a polyurethane or polymeric material conforming to ASTM C 920, Type S.

511.09

On page 331, **Replace** the first paragraph with the following:

If construction joints are shown on the plans, place all concrete between consecutive joints in a continuous operation. Follow the requirements of 511.14 when placing concrete against a construction joint.

511.09

On page 331, **Replace** the fourth paragraph with the following:

Form construction joints using bulkheads with keyways. Locate keyways clear of exposed surfaces by approximately one-third the thickness of the joint. Construct transverse or longitudinal construction

joints in deck slabs with keys located between the reinforcing mats and having a depth of 3/4 inch (19 mm).

511.14

On page 334, **Delete** the third paragraph that begins with “Do not install...”

511.14

On page 334, **Replace** the fourth paragraph with the following:

Do not apply loads to or perform work on new concrete until workers and construction materials will not damage the concrete or interfere with its curing. Allow at least 36 hours and until when the field cured compressive strength cylinders or maturity results reach 85% f'c; or if using flexural beams, the average of two beam tests is greater than 650 psi (4.5 MPa), before loading new concrete. Do not interfere with curing of new concrete.

511.15

On page 336, **Replace** the first paragraph with:

For concrete that is to be sealed according to 512.03, perform surface profiling according to 512.03.F., immediately after removing forms. Clean, dampen, and fill with mortar all cavities produced by form ties, honeycomb spots, broken corners or edges, and other defects. Use a mortar of the same proportions used in the concrete being finished. Finish other contiguous exposed surfaces on the structure in a similar manner and to the extent required to produce a uniform appearance.

511.16

On page 337, in the first sentence, **Replace** “451.12” with “451.13”.

511.17

On page 337, in the first paragraph, **Revise** the first sentence to:

After water curing the concrete and either before applying curing compound or some period after applying curing compound and before opening the bridge to traffic, saw longitudinal grooves into the deck, unless specified otherwise in the plans.

511.17

On page 338, **Add** the following sentence to the end of the second paragraph:

Maintain a minimum of 3/4 inch (19 mm) to a maximum of 2 1/4 inches (56 mm) transverse distance between adjacent passes of the grooving machine head.

511.19

On page 339, **Replace** the first paragraph with:

After completing all curing operations and allowing the deck to thoroughly dry, seal the following areas with a high molecular weight methacrylate (HMWM) sealer. Flood the areas and squeegee off the excess material as specified in Item 512 before opening the deck to traffic:

511.24

On page 343, **Add** the following after the first paragraph of 511.24:

Appendix C

Work necessary to adjust seat elevations and deck haunches for prestressed beam members is incidental to the affected structural concrete items. The Department will pay for final quantities as measured and field verified.

512.03.F

On page 346, **Replace** the second paragraph of 512.03.F to:

For Epoxy-Urethane sealers, use one of the following methods to produce a surface profile that feels and looks like 100 grit sandpaper or coarser. Provide the Engineer sandpaper for comparison. Perform the ASTM D7682-12, Method B, Standard Test Method for Replication and Measurement of Concrete Surface Profile Using Replica Putty to obtain a replica coupon of the prepared concrete surface on a flat, test section, on the first day of production, and as requested by the Engineer. With a micrometer, measure the surface profile obtained on the coupon, and provide the coupon to the Engineer.

1. Water blast at 7,000 psi (48 MPa) minimum, or
2. Abrasive blast, followed by air brooming or power sweeping, to remove dust from the surface and opened pores,
3. or use a combination of water blast and abrasive blast.

512.03.G.1.b

On page 347, **Replace** 512.03.G.1.b with:

b. Provide documentation to the Engineer that the ambient, surface and material temperature is 50 °F (10 °C) or above, 5 °F higher than the dew point, and the relative humidity is 80% or below during the application of the sealer.

512.04.B

On page 350, **Replace** the second to last sentence with:

Remove existing pavement markings using a method as specified in 614.11.G.1.a. The cost of removal is incidental to the Work.

513.03

On page 361, under the Level UF, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 1, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 2, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 3, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 4, Description of Capabilities, **Replace** the last sentence with:

Appendix C

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 5, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

Under the Level 6, Description of Capabilities, **Replace** the last sentence with:

Quality assurance of shop drawings, material test reports, and inspection according to Supplement 1078.

513.22

On page 372, in the third paragraph, **Replace** the last sentence with:

For galvanized structures with welded shear connectors, remove the galvanic coating by grinding at each connector prior to welding.

514.05.C

On page 384, **Replace** the subsection with the following:

C. One SSPC-PA2 Type 2 (electronic) non-destructive coating thickness gage, with a set of calibration thickness foils, (shims), and two sets of National Institute of Standards & Technology calibration plates. The first set of calibration plates shall be 1.5 to 8 mils (38 to 200 μm), Model No. 1362b, and the second set shall be 10 to 25 mils (250 to 625 μm), Model No. 1363b. Other certified coating thickness standard plates for ferrous substrates must be approved for use by the Office of Construction Administration.

514.06.A

On page 385, **Replace** the first paragraph with the following:

Do not apply Inorganic Zinc Primer if the steel, air, and paint temperature is below 40 °F (4 °C). Do not apply Organic Zinc Primer, Epoxy Intermediate, or Urethane Finish Coats if the steel, air, and paint temperature is below 50 °F (10 °C). Follow the paint manufacturers printed instructions for the minimum times to handle, recoat and cure the individual coats for specified conditions and thicknesses.

514.06.A

On page 385, **Replace** the table and second paragraph with the following:

Monitor and document that the temperatures listed below are maintained for the minimum time frames listed below, after application of each coat, by using the recording thermometer. The Contractor may use a heated enclosure or building. Supply heat continuously and uniformly to maintain the required minimum temperature within the enclosure or building.

Minimum Times to maintain temperature per coating.	50 °F (10 °C)	60 °F (16 °C)	70 °F (21 °C)
Primer (Organic Zinc)	4 hrs	3 hrs	2 hrs
Intermediate (Epoxy)	6 hrs	5 hrs	4 hrs
Finish (Urethane)	8 hrs	6 hrs	4 hrs

514.13.B

On page 388, **Add** the following sentence to the end of the section:
For Shop Painted Steel, grind the sides of thermally cut material 1 ½ inch [40 mm] or thicker to bright metal.

514.17.A

On page 394, **Revise** the first paragraph to:
Paint all structural steel, scuppers, expansion joints except top surface, steel railing, exposed steel piling, drain troughs, and other areas as shown on the plans. Paint galvanized or metalized surfaces if shown on the plans. Unless otherwise shown on the plans or specified below, apply paint to provide the specified coating thickness by brush and spray methods. Fill all gaps and crevices 1/8 inch (3 mm) or less with primer and intermediate paint per 708.01 and 708.02. If brush and spray are not practical to paint places of difficult access, the Contractor may use daubers, small diameter rollers, or sheepskins.

514.17.C

On page 394, **Replace** the subsection title with:
C. Additional Information Pertaining to Shop Applied Paint.

514.17.C

On page 394, **Replace** the second paragraph with:
Do not handle or remove structural steel from the shop until the paint application has met the requirements as specified by the paint manufacturer's printed instructions.

514.17.F

On page 395, in the fourth paragraph, **Delete** the following sentence:
Fill all gaps and crevices 1/8 inch (3 mm) or less with primer.

514.17.G

On page 395, **Replace** the first sentence of the first paragraph with:
Ensure that each coat of paint has met the requirements as specified by the paint manufacturer's printed instructions before applying the next coat.

514.19

On page 396, **Replace** the subsection with:
Caulking (QCP #9). After the intermediate coat cures and before applying the finish coat, caulk gaps or crevices greater than 1/8 inch (3 mm). Follow the caulk manufacturer's recommendations for curing before applying the finish coat.

515.08

On page 404, **Add** the following material to the list:
Welded wire reinforcement.....709.12

Replace the last sentence with:
For gradation, use No. 6, 67, 68, 7, 78 or 8 size coarse aggregate.

515.14

On page 407, at the end of the section **Add** the following paragraph:

Appendix C

Unless otherwise shown in the plans, do not install inserts or holes in the beam web within a distance of 1.5 times the beam height from the end of the beam.

515.15

On page 407, **Replace** B with:
B. W/c ratio (maximum = 0.40)

515.15

On page 408, **Replace** the eighth paragraph with:
Screed the top surface of composite members and finish the surface with a wire broom, in a transverse direction and penetrating the finished surface approximately 1/4 inch (6 mm) + 1/16 inch (1.5 mm) - 1/8 inch (3 mm) at a maximum spacing of 1-1/2 inches (38 mm).

515.17

On page 411, in the Reinforcing Steel Tolerance table, **Replace** the “Stirrup Extension above top flange” row with the following:

Stirrup Extension above top flange	-1/2" (13 mm) +1/4" (6 mm)	-0" (0 mm) +1" (25 mm)
---------------------------------------	-------------------------------	---------------------------

515.17

On page 411, **Replace** the Beam Sweep and Camber Tolerances table with the following:

Beam Sweep and Camber Tolerances

Description	Box Beam	I Beam
Horizontal Sweep	±1/8" per 10 ft (1 mm/m) max ±3/4" (19 mm)	±1/8" per 10 ft (1 mm/m) max ±1" (25 mm)
Max Gap between beam	1" (25 mm)	N/A
Deviation from Design camber (Dt) [1]	+ Sacrificial Haunch[2] or -1/8" per 10 ft (1 mm/m) max -1/2" (13 mm)	+ Sacrificial Haunch[2] or
Variation in camber between beams in same span	max 1/2" (13 mm)	N/A

[1] Design camber (Dt) calculated in accordance with 511.07.

[2] Unless otherwise noted, the Sacrificial Haunch thickness is 2".

515.18

On page 411, **Add** the following after the 3rd paragraph of 515.18:

The Department will not accept for shipping, prestressed members with measured camber exceeding the Design Camber (Dt), used to establish the seat elevations, according to 511.07, by more than the Sacrificial Haunch thickness, until a corrective work plan has been approved by the Engineer. The plan shall be signed, sealed and dated by an Ohio Registered Engineer and shall include all revised plan information necessary to place the deck to the plan thickness. If the prestressed members are acceptable, exclusive of the deviation from Design Camber, the Department will pay for all costs incurred resulting from measured camber exceeding Design Camber calculated for the actual beam age at the time of deck placement, as Extra Work, 109.05.

516.07

On page 415, **Replace** the second paragraph with:

Accurately set, level and align elastomeric bearings, bearing plates and bolsters. Set bearing plates and bolsters on 1/8-inch (3 mm) thick sheet lead conforming to 711.19.

518.03

On page 419, **Add** the following to the materials list:

Reinforced thermosetting resin pipe.....707.80

518.06

On page 420, **Replace** the first paragraph with:

For drain pipe leading down from the superstructure, use either galvanized steel pipe, 748.06; or plastic pipe, 707.45, or reinforced thermosetting resin pipe, 707.80. Provide specials, elbows, tees, wyes, and other fittings essential for a complete and satisfactory installation of the same material and quality as the pipe. Construct watertight joints of adequate strength. In steel pipe, weld joints or use clamp-type couplings having a ring gasket. In plastic pipe, make joints according to the applicable ASTM standard. In reinforced thermosetting resin pipe, make joints according to manufacturer guidelines and procedures. Securely fasten the pipe to the structure with hanger or clamp assemblies that are galvanized according to 711.02.

519.02

On page 421, **Replace** “QC 2 *” with “QC 5”

519.02

On page 421, **Delete** the footnote “ * For aggregate for superstructure, conform to 703.02 and use No. 57 or 8 size.”

519.06

On page 422, in the first paragraph **Replace** the first sentence with the following:

Place and finish Class QC 5 concrete according to Items 499 and 511.

523.04

On page 430, **Replace** the last sentence with:

Submit an electronic version of the report and data files from the testing and analysis to the Office of Geotechnical Engineering and the Office of Construction Administration.

524.02

On page 431, **Replace** the first material with:

Concrete, Class QC5 or QC 4 for Mass Concrete.....499, 511

524.09

On page 436, **Replace** the second paragraph of this section with the following:

Tie and support the reinforcing steel so it remains within the required tolerances. Securely tie spacers at quarter points around the cage perimeter and space at intervals not to exceed 5 feet (1.5 m) along the length of the cage. If the size of the longitudinal reinforcing steel equals or exceeds 1-inch (25

mm) in diameter, the Contractor may increase the distance between the spacing devices to a maximum of 10 feet (3 m). Use spacers of adequate dimensions to ensure a minimum annular space between outside of cage and side of hole or casing of 3 inches (75 mm) for shaft diameters up to 4 feet (1.2 m) and 6 inches (150 mm) for shaft diameters larger than 4 feet (1.2 m). The Contractor may use round plastic spacers.

524.10 Concrete for Drilled Shafts

On page 436, **Replace** the first sentence with:

For all drilled shafts use Class QC 5 or QC 4 concrete for Mass Concrete, (drilled shaft diameter over 7 ft (2.1 m) diameter), according to Item 511 except as modified and supplemented as follows.

526.04

On page 440, **Replace** the paragraph with:

Immediately before placing concrete according to Item 511.07, thoroughly moisten the subgrade or subbase with water in the amount and manner directed by the Engineer. When the bridge superstructure and the approach slab require QC/QA, make at least one set of test cylinders for each 50 cubic yards (35 cubic meters) of concrete. Include the results of the cylinders into the LOT for the 511 superstructure item.

526.05

On page 440, in the second sentence **Replace** “451.12” with “451.13”.

526.05

On page 440, **Replace** the second sentence with:

If the approach slab is to serve as a wearing surface, finish the surface with a method capable of establishing the grade of the concrete, test the surface according to 451.13, and diamond groove the surface according to 511.17.

526.08

On page 440, **Replace** the first paragraph with:

The Department will calculate the final adjusted payment per 511 and Supplement 1127. The Department will pay for accepted quantities at the contract price as follows which includes all concrete, curbs, reinforcing steel, dowels, joints, and other materials:

526.08

On page 440, **Add** the new item as follows:

Item	Unit	Description
526	Square Yard (Square Meter)	Reinforced Concrete Approach Slabs with QC/QA

602.03

On page 447, **Replace** the first sentence of 602.03 C.:

Cast-in-place structures are headwalls, wingwalls, pipe cradles, collars, and other units.

602.03

On page 448, **Replace** 602.03.E.10 with:

10. Have competent individuals prepare and check the shop drawings. Provide a cover sheet containing the preparer(s) and checker(s): First Name, Last Name, Initials and Shop Drawing Content Responsibility. Preparer(s) and checker(s) shall initial each sheet for their content responsibility. The preparer(s) and checker(s) shall not be the same individual. Have an Ohio Registered Engineer review, approve, sign, seal and date the shop drawing cover sheet or submittal letter according to ORC 4733 and OAC 4733-35 confirming that the shop drawings meet the intent of the contract.

605.02

On page 452, **Delete the last paragraph of 605.02 B.**

608.01

On page 460, **Replace** the entire section 608.01 Description with the following:

608.01 Description. This work consists of constructing walks, curb ramps, and steps as per plans, specifications and standard drawings.

608.02

On page 460, **Replace** the entire section **608.02 Materials** with the following:

608.02 Materials. Furnish materials conforming to:

Aggregate Base304.01 and 304.02

Asphalt concrete Type 1 441

Concrete,

Class QC Misc or QC 1* 499

Reinforcing steel 509.02

Crushed aggregate meeting

grading requirements of 703.10

Detectable Warning Devices..... 712.14

Expansion joint material 705.03

* Replacing Coarse aggregate in the concrete mixes with Recycled Concrete Aggregate conforming to Supplement 1117 is an option

608.03

On page 461, **Replace** 608.03 Item D. Slope, with the following:

D. Slope. Construct the surface of the walk with a maximum transverse slope rate of 0.02 and with the low side adjacent to the roadway.

608.07

On page 462, **Replace** the entire section **608.07 Curb Ramps** with the following:

608.07 Curb Ramps. Excavate, form, place, finish, and cure according to 608.03.A, 608.03.B, 608.03.C, and 608.03.E. Finish ramps to a rougher final surface texture than the adjacent walk and with striations transverse to the ramp slope using a coarse broom or other method approved by the Engineer.

Provide detectable warning devices conforming to 712.14 in curb ramps. Install the detectable warning devices according to manufacturer's written recommendations and standard drawings. Provide a warranty to conform with the requirements of 712.14. Provide the manufacturer's written installation instructions and the 5-year warranty to the Engineer at or before the pre-construction meeting.

609.02

On page 463, in the last paragraph **Replace** “448 Type 1” with “441 Type 1”.

611.02

On page 472, **Remove** “with welded bell inlet” from the second to last item of 611.02 A.:
Corrugated polyethylene smooth lined pipe 707.33

On page 472, **Remove** “with welded bell inlet” from the last item of 611.02 A.:
Steel reinforced thermoplastic ribbed pipe SS938

611.02

On page 472, **Add** the following after “Corrugated polyethylene smooth lined pipe.....707.33” of 611.02. A. Type A Conduit – Culverts:

Polypropylene Corrugated Double Wall Pipe.....707.65

Polypropylene Corrugated Triple Wall Pipe.....707.69

611.02.H

On page 474, **Replace** the entire section with:

H. For bedding and backfill, furnish materials conforming to:

Natural Soils703.16.A^[1]

Granular Embankment Materials.....703.16.B^[1]

Granular Embankment Material Types A, B, C and D.....703.16.C^[1]

Coarse aggregate.....Table 703.01-1

Fine aggregate.....703.02.A, 703.03, or 703.05.A

Structural backfill (Type 2).....703.11.B

304.....703.17.A

410, 411, and 617.....703.18.A

Low Strength Mortar Backfill (LSM).....613

^[1] Use any type of material defined as suitable materials for embankment construction except for steel slag and PCS.

611.02.J

On page 474, **Replace** the “Class QC1” with “Class QC 5, QC Misc”.

611.03

On page 475, **Replace** the definition of Backfill with:

Backfill. Material used to fill the trench or excavation, further defined as Structural Backfill and Final Backfill, not including the bedding material.

611.03

On page 476, **Add** the following definition after the third paragraph:

Final Backfill. Material used to fill the trench or excavation above the Structural Backfill

611.03

On page 476, **Add** the following definition after the eleventh paragraph:

Structural Backfill. Material adjacent to the conduit used to fill the trench from the top of Bedding Material to 12-inches above the top of conduit or greater as required by the manufacturer.

611.04.A

On page 476, **Replace** the entire section **611.04.A Shop Drawings** with the following:

A. Shop Drawings. Prepare shop drawings and calculations for C&MS items 706.051, 706.052, 706.053, 706.13 and “Special Design” 706.02 as required below. Have competent individuals prepare and check the shop drawings and hydraulic calculations. Provide a cover sheet containing the preparer(s) and checker(s): First Name, Last Name, Initials and Content Responsibility. Preparer(s) and checker(s) shall initial each sheet for their content responsibility. The preparer(s) and checker(s) shall not be the same individual. Have an Ohio Registered Engineer review, approve, sign, seal and date the shop drawing cover sheet or submittal letter and hydraulic calculations according to ORC 4733 and OAC 4733-35. Submit load rating report in accordance to the most current version of ODOT’s Bridge Design Manual along with one copy of the shop drawings and one copy of the calculations to the Office of Structural Engineering for all structures with a 10 foot or larger span. Submit an additional copy of the shop drawings and calculations to the Engineer.

1. If Reinforced Concrete Circular Pipe, 706.02, requires a “Special Design” with a specified D-load requirement other than Tables 706.02-1 through 706.02-4, submit shop drawings and design calculations. Design the pipe to meet the D-load requirements to ensure the performance of this specification. Include the following information in the submittal: all structural design and loading information, all material specifications, all dimensions, and the installation plan.

2. Submittals for Precast reinforced concrete 3-sided flat topped culverts, precast reinforced concrete arch sections, or precast reinforced concrete round sections, (706.051, 706.052, or 706.053) shall include structural analysis methods, structural design criteria and calculations, structure details, and shop drawings. Include details for a precast slab bottom if required.

3. To substitute a precast reinforced concrete 3-sided flat topped culvert (706.051), a reinforced concrete arch section (706.052), or a precast reinforced concrete round section (706.053) for one another, the submittal shall include hydraulic calculations. The proposed culvert shall meet or exceed the same hydraulic requirements as the specified culvert and minimum cover requirements. If the specified culvert is on pedestal walls, include the shop drawings for the pedestal wall design in the submittal because 3-sided flat topped culverts, arch culverts, and round sections require different pedestal wall designs.

4. To substitute either a precast reinforced concrete 3-sided flat topped culvert, a precast reinforced concrete arch section, or a precast reinforced concrete round section (706.051, 706.052, or 706.053) placed on a precast or cast-in-place slab bottom for a precast reinforced concrete box culvert (706.05), the submittal shall include hydraulic calculations. The proposed culvert shall meet or exceed the same hydraulic requirements as the specified box culvert and minimum cover requirements. The Department may allow the bottom slab to be cast-in-place but will not issue a time extension for any delays resulting from the use of a cast-in-place bottom slab.

Department approval of shop drawings and calculations is not required.

611.04.B

On page 477 through 479, **Replace** the entire section **611.04 B. Installation Plan** with the following:

Appendix C

Submit a written installation plan to the Engineer for installing all conduit and drainage structures for review and acceptance.

Submit the installation plan at least 15 days before any conduit or drainage structure work begins. Do not perform work without an accepted installation plan.

Include the following required information for each conduit type and size:

1. Trench and excavation cross-sections with dimensions.
2. Locations where the conduit is installed in a cut situation and where it is installed in a fill situation.
3. Type of bedding and backfill material used and maximum lift thickness.
4. Compaction density requirements for bedding and backfill and compaction equipment.
5. Identify the starting location (outlet or inlet) for each run of conduit. All conduit must be laid from the outlet to the inlet unless approved by the Engineer. Bell or groove-end Type A conduit must have a bell or groove-end at the inlet.
6. Maximum allowable joint gap between conduit sections.
7. Other installation details as necessary.
8. Provide written confirmation from the conduit manufacturer that the pipe material and strength supplied are appropriate for the material and density requirements described in the installation plan for the backfill and bedding as well as the height of cover. Ensure the pipe material meets the durability design specified in the plans. This confirmation by the conduit manufacturer will not relieve the Contractor of the responsibility for obtaining the required results.

Include the following required information for each type of drainage structure:

1. Trench and excavation cross-sections with dimensions.
2. Locations where the drainage structure is installed in a cut situation and where it is installed in a fill situation.
3. Type of bedding and backfill material used and maximum lift thickness.
4. Compaction density requirements for bedding and backfill and compaction equipment.
5. Location.
6. Other installation details as necessary.

Deviations from the installation plan during construction require a revision of the installation plan. Resubmit all revisions to the installation plan to the Engineer within 14 days of the change with the conduit manufacturer's written confirmation that the pipe material and strength supplied are appropriate for the material and density requirements described in the newly revised installation plan for the backfill and bedding. If the conduit manufacturer does not provide this written confirmation to the newly revised installation plan, all the conduit installed according to the unconfirmed plan must be replaced. No new installation plans will be considered until all previous installation plans have been confirmed and accepted.

Provide the conduit manufacturer's structural calculations when specified or within 10 days when requested by the Engineer.

For structural plate and metal pipe arch conduit with a span of 57 inches (1440 mm) or larger, ensure the manufacturer provides match-marked ends on the conduit. Include a layout drawing in the installation plan.

For metal conduit with two structural plate thicknesses specified, identify the location of the thicker plates. For precast concrete 3-sided flat and arch topped structures (706.051 and 706.052) provide a 3 inch (75 mm) deep keyway centered on the leg and at least 6 inches (150 mm) wider than the thickness of the leg at the bottom. For precast concrete round sections (706.053) provide an 8-inch

Appendix C

(200 mm) deep keyway for spans up to 24 feet (7.3 m) and a 10-inch (254 mm) deep keyway for spans greater than 24 feet, (7.3 m). Center the keyway on the precast arch base. The width of the keyway must be 8 inches (200 mm) greater than the thickness of the precast arch base. For non-vertical leg arches set on pedestal walls, a one sided keyway is acceptable if the required pedestal wall design thickness is not sufficient for a full keyway.

611.04.C

On page 478, **Replace** the first sentence.

Perform work so that it can be verified by the Contractor's representative doing the inspection.

611.04.D

On page 479, **Replace** the first sentence.

Provide a performance report for each performance inspection.

611.04.D

On page 479, **Delete** "D. Conduit diameter report from the Manufacturer"

On page 479, **Add** "J. Conduit Evaluation"

On page 480, **Replace** the first sentence of the first paragraph with the following:

Submit a performance report to the Engineer within 14 days of completing the performance inspection of the conduit run or drainage structure.

611.05

On page 480, **Delete** the entire third paragraph.

"Provide a firm bed for the full width and length of the trench. If bedding material is not provided, loosen the middle third of the bed to seat the conduit. Provide a firm bed beneath the drainage structure."

611.06

On page 480, **Replace** the first sentence of the second paragraph of 611.06 with:

Wrap coarse aggregate bedding and backfill with Type A geotextile fabric below groundwater elevation. Place Type A geotextile fabric above coarse aggregate backfill.

611.06

On page 480, **Replace** the second sentence of the last paragraph of 611.06 with:

Final Backfill shall meet or exceed the requirements of 203.

611.07

On page 480, **Replace** the second sentence of the first paragraph.

Any planned temporary diversion of flows and drainage is the responsibility of the Contractor. Maintain flows and drainage or provide temporary diversion at no additional cost to the Department.

On page 480, **Delete** "in the presence of the Engineer" from the first sentence of the second paragraph.

611.08

On page 482, **Delete** “in the presence of the Engineer” from the third sentence of the first paragraph of **611.08 Joining Conduit**.

On page 483, **Replace** the entire first sentence of **611.08.B.3**

For precast reinforced concrete box culverts, precast reinforced concrete 3-sided flat topped culverts, precast reinforced concrete arch sections, and precast reinforced concrete round sections (706.05, 706.051, 706.052, and 706.053), place the sections according to the installation plan.

On page 483, **Replace** the entire first sentence of **611.08.B.3.c**

For precast reinforced concrete arch sections and precast reinforced concrete round sections (706.052 and 706.053), install a 7/8 x 1 3/8-inch (24 x 34 mm) preformed flexible joint sealant (706.14) along the outside joint chamfer.

On page 483 & 484, **Replace** the entire first sentence of **611.08.B.3.d**

For precast reinforced concrete box culverts, precast reinforced concrete 3-sided flat topped culverts, precast reinforced concrete arch sections, and precast reinforced concrete round sections (706.05, 706.051, 706.052, and 706.053), apply an approved epoxy-urethane sealer per the plans to all top surfaces not covered by membrane waterproofing.

611.09

On page 484, **Delete** “with less than 8 feet of cover” in the first paragraph of 611.09. B.

611.10

On page 485, **Delete** “in the presence of the Engineer” from the first sentence of the second paragraph.

611.11

On page 486, in the last paragraph, first sentence, **Replace** “4 x 4-W1.4 x W1.4” with “2 x 2-W0.9 x W0.9”

On page 486, in the last paragraph, after the second sentence, **Add** the sentence:

Provide support beneath the mesh where necessary using galvanized support chairs or #4 reinforcing steel, meeting the material requirements of 509.02

On page 487, in the second paragraph, **Delete** the second sentence “Provide galvanized reinforcing steel support chairs beneath the mesh where necessary.”

On page 487, **Add** the following paragraph after the last paragraph of **611.11**:

When field paving existing conduits, maintain flows in accordance with 611.07. When standing water is encountered and cofferdams are necessary, construct and pay for cofferdams per Item 503.

611.12

On page 487, **Replace** the entire sixth paragraph.

In each phase of construction of a conduit, perform the inspection no sooner than 30 days and no later than 90 days after the completion of the finished grade when not below pavement and after the completion of the rough subgrade when any portion of the conduit is below pavement. The Engineer

may permit inspection beyond the 90 day limit. If any corrections are made to the installed pipe after the completion of the finished grade or rough subgrade and prior to the performance inspection, wait 30 days after the correction was made to do the performance inspection. If the contract duration will not permit a 30 day waiting period then the Engineer may adjust the waiting period.

611.17

On page 493, in the first paragraph, **Replace** the last sentence with:

When a pay item calls for conduit to be field paved, all work and materials necessary for the item are included in the contract unit price for each conduit.

On page 493, **Add** the following paragraph after the second paragraph.

All conduits and drainage structures installed without required submittals per 611.04 are considered unacceptable materials per 106.07.

On page 493, **Replace** the third paragraph.

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

On page 493, **Delete** the following pay structure from the third paragraph.

“After installation of conduit or drainage structure 60%

After performance inspection is completed 10%”

After acceptance of the conduit or drainage structure 30%”

614.03

On page 499, **Add** the following paragraph after the fourth paragraph

Furnish object markers that are a minimum size of 6 x 12 inches and that consists of reflective sheeting adhered to an aluminum or plastic plate.

614.03

On page 500, **Delete** the fourth paragraph in its entirety.

614.035

On page 500, **Add** the following section:

614.035 Storage of Equipment, Vehicles and Material on Highway Rights-of-Way. Unless otherwise permitted by the Engineer, locate all equipment, vehicles, and material stored or parked on highway rights-of-way:

A. At least 6 feet behind the face of Existing Barrier and not within the 75 foot long by 20 foot wide Recovery Area behind the Existing Barrier run, or;

B. Not less than 30 feet from the nearest edge of the traveled way, or;

C. At least 6 feet behind raised curbs.

Additionally, at night, encompass any such equipment, vehicles or material with drums, equipped with Type A warning lights, spaced at 5 feet on center.

For locations with traffic approaching from more than one direction or side (e.g., medians, between mainline and ramps, etc.), ensure the requirements are met for all traffic approaches.

Existing Barrier, for purposes of 614.035 only, includes and is limited to: existing permanent guardrail, existing concrete barrier, temporary or new permanent guardrail installed in accordance with the plans,

temporary portable barrier installed in accordance with the plans, or new permanent concrete barrier installed in accordance with the plans. Other types of barrier not listed, such as cable barrier, are excluded as a means of protecting drivers from stored equipment, vehicles and material on highway rights-of-way.

Recovery Area, for purposes of 614.035, shall have slopes 3:1 or flatter and be free of workers, hazards, equipment, vehicles, drop-offs, and material storage. The Recovery Area length is to begin at the terminus of the Existing Barrier run. Any gating impact attenuator length shall not be included as part of the Recovery Area length.

614.08

On page 502, **Replace** the last sentence in the second paragraph with the following:

The Contractor may, instead of using flaggers, or supplemental to them, furnish, install, maintain and operate a traffic signal or signals, for the purpose of regulating traffic according to a written agreement approved by the Engineer.

614.08

On page 502, **Add** the following paragraph after the second paragraph:

The Contractor may (supplemental to using flaggers) furnish, install, maintain and operate automated flagger assistance devices (AFADs) with incidental items, for the purpose of assisting the flagger(s) in regulating traffic according to a written agreement approved by the Engineer. AFADs shall be furnished per the Department's Approved List and shall be used in accordance with Supplemental Specification 830.

614.11.B

On Page 504, in Table 614.11-1M, **Replace** "Gallon per Mile of Line" with "Liter per Kilometer of Line".

614.11.B

On Page 504, in Table 614.11-2M, **Replace** "Gallon per Mile of Line" with "Liter per Kilometer of Line".

614.11.F.3

On Page 506, Section 3, **Replace** the subparagraph list with the following:

- a. Edge Lines. Class III edge lines shall be 4 inches (100 mm) in width.
- b. Lane Lines. Class III lane lines shall be 4 inches (100 mm) in width.
- c. Channelizing Lines. Class III channelizing lines shall be 8 inches (200 mm) in width

614.11.G

On page 506, **Add** the following sentence before the first sentence:

Conflicting markings are considered to be any markings not actively in use, not behind channelizing devices or portable barrier and/or could be misinterpreted by the traveling public or cause confusion to the driver as determined by the engineer.

614.13

On page 512, in the first paragraph **Replace** "Item 448" with "Item 441".

614.13

On Page 512, **Add** the following sentence after the second paragraph:

This material is intended to be used to maintain pavement free from defects as described in 614.02B.

615.05

On page 516, **Replace** the second paragraph with the following:

Where Class A or Class B pavement is shown on the plans, provide either rigid pavement or flexible pavement conforming to the following minimum requirements:

MINIMUM COURSE THICKNESS REQUIRED

Pavement Type	Course Make-Up	Class A	Class B
Rigid	452	9 in (230 mm)	7 in (180 mm)
Flexible	441 Type 1[1]	1-1/4 in (32 mm)	1-1/4 in (32 mm)
	441 Type 2[2][5]	1-3/4 in (45 mm)	1-1/2 in (38 mm)
	302[3][5]	5-1/2 in (140 mm)	3-1/2 in (90 mm)
	304[4][5]	6 in (150 mm)	6 in (150 mm)

[1] Meet surface course requirements. The Contractor may use Type 2 surface.

[2] Meet intermediate course requirements.

[3] The Contractor may use 301 or 441 Type 2 intermediate course.

[4] The Contractor may use 2-1/2 inches (65 mm) 301, 302, or 441 Type 2 intermediate course in lieu of 6 inches (150 mm) of 304.

[5] The Engineer may waive maximum placement lift thicknesses if quality control testing conforming to Supplement 1055 is performed and a final density between 93 and 96.5 percent is achieved.

625.08

On page 538, **Add** the following paragraph after the fourth paragraph:

Apply a clearly-visible, liberal coating of metal-free molybdenum disulfide and graphite-based anti-seize compound to all fasteners used in accessing the lamp for replacement.

625.12

On Page 542, **Replace** the third paragraph with:

After installing the wire or cable and conduit bushings, seal all open conduit ends. Use polymer-based, mineral-filled reusable non-drying elastic duct sealing putty identified for use with the cable insulation, shield or other components. Do not use expanding foams or foam of any kind.

625.22

On page 548, **Replace** the first sentence in the third paragraph with the following:

Foundations for light poles or light towers include excavation, dewatering, sleeving, casing, reinforcing steel, raceways, concrete, backfilling, and when required the 8 foot or 10 foot foundation section of concrete barrier, and the disposal of surplus excavation.

630.07.B

On page 560, **Replace** the section with the following:

Use self-aligning aluminum mounting clips, stainless steel T-bolts, stainless steel washers, and stainless steel nylon insert lock nuts, to attach extrusheet signs to sign attachment assemblies, beam or U-channel post supports, and for U-channel post sections used to attach exit number and supplemental panels to extrusheet signs. Use aluminum bolts, washers, lock washers, and nuts to assemble extrusheet signs shipped in two pieces. Tighten nuts and lock nuts using hand tools only. Do not use pneumatic, hydraulic, battery, electric or other power-assisted tools.

630.14

On page 561, **Replace** the first paragraph with the following
Method of Measurement. The Department will measure Ground Mounted Post Support by the number of feet (meters) measured from the bottom of the support to the top of the support, and will include driving, hardware for anchor base installation, and furnishing and placing of patching materials for excavations in paved areas. The Department will not measure the overlap length of post for the anchor base installation.

630.14

On page 561, **Replace** the first sentence in the second paragraph with the following
The Department will measure Foundations for ground mounted pipe supports, ground mounted structural beam supports, rigid overhead sign supports and span wire sign supports by the number of each for one pipe, structural beam, pole, end frame or strain pole, and will include excavation, dewatering, sleeving, casing, reinforcing steel, concrete, backfilling raceways, and when required the 10 foot (3m) foundation section of concrete barrier, and the disposal of surplus excavation.

630.14

On page 562, **Replace** the first paragraph with the following
The Department will measure One Way Support and Street Name Sign Support by the number of feet (meters) measured from the bottom of the support to the top of the support, and will include driving, hardware for anchor base installation, and furnishing and placing of patching materials for excavations in paved areas. The Department will not measure the overlap length of post for the anchor base installation.

632.06

On page 574, **Add** the following sentences at the end of the second paragraph
Before closing serrations, apply a bead of Room-Temperature Vulcanizing (RTV) silicone to all serrated surfaces and then tighten. RTV silicone shall be white to facilitate visual inspection. On heads with dual concentric serrated rings, completely fill the space between the rings with RTV silicone.

632.11

On page 575, **Replace** the last sentence in the second paragraph with the following:
Conform to all applicable state and local nuisance dust regulations, and OAC 3745-17-08 while saw cutting.

632.24

On page 579, **Add** the following paragraph after the 2nd paragraph:
Furnish each enclosure with at least one padlock. Use padlocks with a bronze or brass lock body and a corrosion protected steel shackle. Obtain the appropriate master key number from the maintaining agency.

632.25

On Page 579, **Add** the following paragraph after the first paragraph:
Completely cover the entire signal head, including backplates with reflective borders in such a manner that the reflective borders are not visible.

632.29

On page 582, **Replace** the 7th paragraph with the following:

The Department will measure Power Service by the number of complete units, and will include weatherhead, conduit, fittings, clamps and other necessary hardware, installation of meter base, ground wire connection, and disconnect switch with enclosure and padlock.

632.30

On page 583, **Replace** the first and second Item with the following:

632 Each Vehicular Signal Head, (Yellow or Black), (Aluminum or Polycarbonate), ___-Section ___ inch (___ mm) Lens ___-Way (with Backplate)

632 Each Vehicular Signal Head, Optically Programmed, (Yellow or Black), (Aluminum or Polycarbonate), ___-Section, ___ inch (___ mm) Lens, ___-Way (with Backplate)

632 .30

On page 583, **Replace** this individual item description with the following:

632 Each Pedestrian Signal Head, (Aluminum or Polycarbonate) (Countdown), Type ___

633.15

On Page 588, **Replace** the first paragraph with the following

633.15 Communications. Furnish a broadband cellular modem from the Department's Traffic Authorized Product list. The Maintaining Agency will arrange for the cellular service and device activation.

633.17

On page 588, **Replace** the entire section with the following:

633.17 System Analysis.

A. General. Prepare signal timing and traffic progression programs, load the programs into the signal system, evaluate the performance of the system, and refine the programs as necessary to optimize traffic flow and operation. Collect and evaluate traffic data, analyze traffic signal progression and timing, develop traffic adjusted pattern selection parameters, perform the system evaluation and refine the system operation, and prepare and submit a summary report for review and approval by the Engineer.

If a project contains individual sub-systems that are connected to a remote monitoring station, perform all work as outlined in this subsection for each sub-system. If required, analyze signal "sub-systems" together and coordinate traffic progression programs to optimize the overall traffic flow between the various sub-systems.

Optimize only the cycle lengths, phase splits, permissive periods, and offsets without changing the actual controller phasing provided in the plan.

B. Systems Engineer or Technician. Employ a systems engineer or technician to perform the work required by this subsection and submit to the Engineer for approval three copies of a resume documenting the following qualifications:

1. A minimum of 5 years' experience in traffic engineering or traffic engineering technology.

Appendix C

2. The systems engineer or technician's education including training in traffic engineering technology and signal system design.

3. The systems engineer or technician's familiarity with the installed signal system installed and experience in setting up and fine tuning a system of that type. Furnish a list of similar signal systems that the systems engineer or technician has programmed for documentation purposes.

Also, submit to the Engineer for approval a brief description of proposed methodology of data collection and analysis of:

- a. System parameter usage in system evaluation.
- b. Frequency and measurement of travel time and delay.
- c. Comparison of actual versus system measurements of delays (level of service).

The systems engineer or technician, under authority of the Contractor, is responsible for the operation of the system from the completion of the signal system acceptance until completion and acceptance of the final summary report by the Engineer. The systems engineer or technician shall provide a 24-hour emergency phone number and shall respond to system related problems as deemed necessary by the Engineer 24 hours a day, 7 days a week. If there is a guarantee period, the Engineer reserves the right to request a systems analysis throughout the entire duration of this period, if new or continuing problems occur with the operation of the traffic responsive system.

The Engineer reserves the right to request that the Contractor furnish a new systems engineer or technician if the current systems engineer or technician fails to perform the required duties in a timely and professional manner or fails to have a firm understanding of the operation and programming of the closed loop system constructed.

C. Equipment Inspection. A field inspection will be made to identify any detectors, pushbuttons or other appurtenances that are not operational that could affect system operation. Included shall be a confirmation that internal controller clocks are synchronized (system master and local clocks). A list of deficiencies will be provided to the District Planning Engineer identifying any problems. Prior to commencing any work, repairs must be made by the Contractor in order for the system to work as intended.

The make, model build, installed software version, and offset reference point method for each controller to be re-used shall be recorded.

D. Counts. 24-hour tube counts (or equivalent automated counting device) will be taken for one week (seven days) for each approach.

Weekday 12-hour turning-movement counts (including percentage of trucks) shall be taken for each intersection. Weekday AM, midday PM peak and weekend/off-peak hour turning counts will be used to develop four individual weekday peak-hour timing plans. Tube counts will be used to identify the exact count hours. Tube counts will also be used to decide which weekday peak-hour plan is most appropriate for non-peak hours.

Weekend peak-hour timing counts/plans may be needed if tube counts indicate the weekday timing plans would not be appropriate for use on the weekend. The engineer or technician shall consider travel time runs as well as compare the weekend tube counts taken on the weekdays to make a recommendation to the District Planning Engineer if weekend turning movement count/plans will be necessary.

Intersections that are currently operating in over-saturated conditions cannot be accurately counted (turning-movement counts) at the intersection due to the movements being over capacity. The engineer or technician shall notify the District Planning Engineer if this condition exists and make a recommendation if additional counting should be undertaken to determine demand traffic. If authorized, the demand approach traffic (i.e., free-flow approach volume) shall be counted in addition to the turning-movement counts. The turning-movement counts will be used to derive movement percentages on the over-saturated approach (percentage of left, thru, and right).

These percentages will then be applied to the demand (free-flow) approach traffic to obtain the demand turning-movement counts. An acceptable alternative method for obtaining counts at over-saturated intersections is to use modeled demand traffic. The engineer or technician should compare counts to the Office of Technical Services seasonal adjustment factors charts to determine if adjustments should be made based upon the time of year the counts are taken.

Paper copies and electronic files of all counts (turning movement and tube) shall be provided to the Engineer. A map shall accompany the counts indicating the count locations.

E. Modeling. Field work shall be performed to gather necessary model parameters including basic geometrics, lane use, turn-lane storage length, intersection widths (all-red calculation), pedestrian crossing widths, lane widths, intersection spacing, etc.

Model creation shall consist of the physical creation of the Synchro timing model using already gathered volume information and field work information.

Model check/calibration shall consist, when necessary, of making vehicle and driver parameter changes to ensure the model accurately represents real world conditions.

The offsets, cycle length and splits provided by Synchro will be input into a bandwidth optimization program to check arterial progression. The offsets will be adjusted as necessary to improve arterial operations. Synchro is based upon minimizing total delay and does not always provide the best progression in cases where side-street delay is a major consideration. Tru-Traffic or PC Travel programs shall be used in conjunction with Synchro for arterial studies. This process should be iterative (back and forth between Synchro and the bandwidth program Tru-Traffic or PC Travel) in an effort to maximize arterial operations without harshly impacting side-street and non-coordinated phase operations. Simtraffic should be used to determine the effects of manually changing the Synchro file results. Attention should be especially paid to turn-lane blockage and cycle failure for non-coordinated phases/approaches.

F. Traffic Programs. The systems engineer or technician shall develop signal progression and timing programs from count and occupancy data obtained from the local intersection and system loop detectors, field counts and measurements as required. The systems engineer or technician shall develop the following signal progression programs and parameters:

1. One (a.m. peak) with offsets for inbound preferential/balanced.
2. One (p.m. peak) with offsets for outbound preferential/balanced.

Appendix C

3. Two average (off peak/low volume). The two average programs should utilize varying cycle lengths based on traffic volume, density, and occupancy to minimize overall intersection approach delay time.

4. One average (weekend peak). One of the off peak/low volume plans should accommodate the off peak weekend timeframe.

5. One special program for either high congestion or queue backup.

6. A minimum of six timing plans for a backup time base coordinated system. The systems engineer or technician shall program the timing plans into the system, to supplement the timing plans shown on the plans.

7. Define system parameters that enable the system to automatically transfer into a “free operation” mode during light traffic volume periods and to automatically transfer to a computer selected coordinated mode during heavy traffic volume periods. The systems engineer or technician shall establish the following system parameters:

- a. Volume, occupancy and directionality thresholds.
- b. Transition smoothing factors.
- c. System detector assignment.
- d. System detector weighting.

The systems engineer or technician may use the software provided with the remote monitoring station to help assist in the analysis of the operation of the signal system.

G. System Travel Time Studies. The systems engineer or technician shall conduct a series of travel time studies for each system or sub-system artery constructed as part of the project, to measure the time it takes to travel from 0.25 mile (0.4 km) in advance of the beginning of each system or sub-system to 0.25 mile (0.4 km) after the end of that system or sub-system, in each direction. Ensure that the travel time study parameters are based on the posted speed limit; however, be aware that during peak periods it may not be possible to obtain the posted speed due to larger traffic volumes.

For a closed loop system, the systems engineer or technician shall conduct travel time studies for each of the following field conditions:

1. Before beginning construction, with the existing signal system in operation (no lane closures shall be in effect during this analysis).
2. Before implementing the traffic responsive mode, while the new traffic signal system is operating under the “time of day” mode (as is shown on the plans).
3. After placing the system(s) in the traffic responsive mode.
4. After the system operation meeting and making final system adjustments.

For a coordinated system, the systems engineer or technician shall conduct travel time studies for each of the following field conditions:

1. Before beginning construction, with the existing signal system in operation (no lane closures shall be in effect during this analysis).
2. When the new traffic signal system is operating with plan timings.
3. After the system operation meeting and making final system adjustments.

Each set of travel time studies shall include a minimum of five runs through the system per direction. The systems engineer or technician shall conduct travel time studies during good weather conditions (i.e., no snow, rain, or fog). The Engineer may omit the pre-construction travel time studies if the project includes substantial changes to the roadway geometrics (i.e., roadway widening, reconfiguring of pavement markings, etc.) that would affect the results of a comparison of the level of improvement over preexisting conditions.

The travel time studies shall be conducted during the following:

Appendix C

1. Conduct the first travel time study between the hours of 7:00 a.m. and 9:00 a.m. on weekdays or the AM peak identified from the traffic counts, whichever is greater.
2. Conduct the second travel time study between the hours of 11:30 a.m. and 1:00 p.m. weekdays or the midday peak identified from the traffic counts, whichever is greater.
3. Conduct the third travel time study between the hours of 4:00 p.m. and 6:00 p.m. weekdays or the PM peak identified from the traffic counts, whichever is greater.
4. Conduct the fourth travel time study during any of the following non-peak hour periods:
 - a. 9:00 a.m. to 11:00 a.m. Monday through Saturday.
 - b. 7:00 p.m. to 10:00 p.m. Monday through Saturday.
 - c. 7:00 a.m. to 10:00 p.m. Sunday.
5. Conduct the fifth travel time study during the weekend peak identified from the traffic counts.

The systems engineer or technician shall furnish a written report documenting, at a minimum, the date of travel time study, day of week, time of day, total time of travel, and total time the vehicle was stopped for each trip.

The systems engineer or technician shall use the reports furnished from each of the field conditions for which system travel time studies are prepared as one means of measuring the efficiency of the new system.

H. Draft System Summary Report. The systems engineer or technician shall prepare a draft system summary report after travel time studies for the first three field conditions are performed. Submit two copies each to the Engineer and the maintaining agency(s) of the signal system for the evaluation and review of the system programming, operation, and efficiency.

The report shall summarize the signal progression and timing programs that were entered into the system. The report shall also include a copy of the systems log after operating in the traffic responsive mode to verify the number of programs used throughout the day as well as the frequency of program changes. The systems engineer or technician shall provide a minimum of at least 4 days of systems logs. The systems engineer or technician shall limit three of the four logs to the weekdays of Monday through Friday; the fourth log shall be on a Sunday. The systems engineer or technician shall include copies of all data and analysis calculations for the system timing in the report. Split and offset data shall be given in seconds by default, with an Appendix showing the same values in percent. The draft system summary report shall include an evaluation of the system operation, efficiency, and performance and copies of all travel time study data.

I. System Operation Meeting and Final System Summary Report. After the draft system summary report has been submitted, the Engineer will schedule a meeting that includes the systems engineer or technician, the Contractor, the Engineer, and representative(s) from the maintaining agency(s) to discuss the operation of the signal system. This meeting shall occur within 4 weeks after the draft system summary report has been submitted to the Engineer and maintaining agency(s).

The purpose of this meeting is to discuss the operation of the signal system and to receive comments and recommendations from the Engineer and/or the maintaining agency(s) regarding potential modifications to the operation of the system. The systems engineer or technician shall answer questions regarding the system summary report as well as the operation of the signal system.

The systems engineer or technician shall make final adjustments to the system as directed by the Engineer to address any concerns discussed at this meeting. The systems engineer or technician shall perform the final travel time study before submitting the final report. The systems engineer or technician shall submit one copy of a final system summary report to the Engineer and one additional copy for each maintaining agency for review and approval. The final report shall include any revisions to the draft report that are required as a result of the system operation meeting. The final submittal

shall include electronic copies of the required Synchro, Simtraffic, Tru-Traffic/PC Travel, and traffic count information.

641.04

On page 607, **Replace** the third paragraph with the following:

The Department will provide a standard DLS short form and long form, which prescribes the correct DLS report format and content prior to beginning of work.

641.04

On page 607, **Replace** the fourth paragraph with the following:

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, which should be agreed upon at the preconstruction meeting:

1. hand delivery of paper report
2. fax delivery of paper report
3. e-mail of Excel spreadsheet file
4. disk or flash drive transfer of Excel spreadsheet file

641.04

On page 607, **Replace** the fifth paragraph with the following:

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.

641.04

On page 607, **Replace** the sixth paragraph with the following:

At the end of the project, furnish the Engineer all Excel spreadsheet files in ODOT DLS long report format.

644.04

On page 617, **Replace** the second sentence in the first paragraph with the following:

However, if applying thermoplastic to pavements that are older than six months, ensure that both the pavement surface and the ambient air temperature at the time of application are not less than 70 °F (21 °C) and rising.

648.05

On page 630, **Replace** the second sentence in the first paragraph with the following:

However, if applying spray thermoplastic to pavements that are older than six months, ensure that both the pavement surface and the ambient air temperature at the time of application are not less than 70 °F (21 °C) and rising.

659.01

On page 638, **Replace** paragraphs one through four with the following:

Appendix C

659.01 Description. This work consists of placing topsoil, preparing the seed bed, and placing and incorporating seed, agricultural lime, commercial fertilizer, and placing mulching material used to achieve NPDES final stabilization.

Perform this work in areas shown on the plans for seeding and mulching.

Perform seeding and mulching after completing all work in the area and within 7 days of obtaining final grade. If it is anticipated that future work may disturb an area, place temporary NPDES compliant Best Management Practices as needed until final stabilization measures under this item can be installed. If the Contractor disturbs a final area, then the Contractor shall restore this area. With the Engineer's approval, the Contractor may apply permanent seed between October 30 and March 1 on projects started and completed within the same calendar year.

659.05

On page 641, **Replace** the last sentence of the first paragraph with the following:
Test topsoil according to AASHTO T 267.

700

On page 669, **Replace** the Post Inspection Instructions 701.01, 701.02, 701.04, 701.05, 701.07, 701.09, 701.10, 701.11 and 701.13 with:

Spec No.	Material	Material only Inspection or Sampling Requirements	Post Inspection Instructions
701.01 701.02 701.04 701.05 701.07 701.09	Cement, Hydraulic ASTM Types I, IA, II, III Masonry Type IS(<25)	Verify manufacturer on Concrete Plant Batch Ticket is on CERTIFIED LIST for S 1028 maintained by OMM. Verify material against bill of lading description. Document in CMS (Trns.port SiteManager™).	N/A
701.10	Micro-Silica	Verify manufacturer on Concrete Plant Batch Ticket is on CERTIFIED LIST for S 1045 maintained by OMM. Verify material against bill of lading description Document in CMS (Trns.port SiteManager™).	N/A
	Ground Granulated Blast Furnace (GGBF) Slag	Verify manufacturer on Concrete Plant Batch Ticket is on CERTIFIED LIST for S 1034 maintained by OMM. Verify material against bill of lading description Document in CMS (Trns.port SiteManager™).	N/A
701.13	Fly Ash	Verify manufacturer on Concrete Plant Batch Ticket is on CERTIFIED LIST for S 1026 maintained by OMM. Verify material against bill of lading description Document in CMS (Trns.port SiteManager™). If high LOI fly ash verify manufacturer on Concrete Plant Batch Ticket is on List for S 1115.	N/A

702

On page 696, **Replace** the first paragraph of 702 with the following:

Acceptance. Asphalt binders 702.01 and liquid asphalts 702.02, 702.03, and 702.04 may be acceptable for shipment to and immediate use in construction projects. Acceptance is according to Supplement 1032. Material will meet specification requirements and no tolerances are given for material falling out of specification requirements.

702.01

On page 696, **Replace** the entire section **702.01 Asphalt Binders** with the following:

702.01 Asphalt Binders.

General. According to AASHTO M 320-10 Table 1 except as follows.

Ensure PG 70-22M, PG 76-22M, PG 88-22M, and PG 64-28 meet the requirements of Table 702.01-1.

An independent laboratory will not be owned or operated, in whole or part, by the binder supplier, Contractor, or affiliates of either.

Materials and Manufacture. Replace the requirements of AASHTO M 320-10 Table 1 Section 5 “Materials and Manufacture” Section with the following:

5.1 Supply PG Binder from the refining of crude petroleum, or combination of asphalt binders from the refining of crude petroleum, or asphalt binders and suitable liquid from the refining of crude petroleum, and possible organic modifiers for performance enhancement. Material from the crude refining stream is considered neat. Liquid from crude refining may be used for adjustments, but do not use liquid from crude refining for the purpose of substitution of crude refined asphalt binder in a PG Binder. In the event of a failure investigation where asphalt binders exhibit unusual properties a supplier may be requested by the Laboratory to supply information about the makeup of a PG Binder. Failure to cooperate will mean removal from Supplement 1032 certification.

5.2 A modifier may be any approved material of suitable manufacture that is proven compatible with asphalt binder (does not separate appreciably in routine storage), and that is dissolved or reacted in asphalt binder to improve its performance. Performance enhancement is defined as a decrease in the temperature susceptibility of the asphalt binder while maintaining or improving desirable properties in a neat asphalt binder such as coat ability, adhesiveness and cohesiveness. Unless otherwise noted limit modifiers to no more than 6.0 percent by PG Binder weight.

5.3 The use of previously used materials in a PG Binder must be approved by the Department. Since no standard test procedures exist for reprocessed materials (and original tests were not developed with the use of such materials in mind), appropriate test methods may be chosen by the Department for review. Department approval does not relieve the binder supplier from full responsibility for content and use of any previously used material in a PG Binder nor guarantee suitable performance enhancement as defined above. The detected presence in a PG Binder sample of any unapproved previously used material will mean immediate removal from Supplement 1032 certification. Limit approved reprocessed materials to 6.0 percent by PG Binder weight.

5.4 Ensure the PG Binder is homogeneous, free from water and deleterious materials, and does not foam when heated to 350 °F (175 °C). Prove the asphalt binder (before modification or after modification if liquid modifier used) is fully compatible with a negative result by means of the Spot Test per AASHTO T 102 using standard naphtha solvent. If standard naphtha shows a positive result, a retest using reagent grade 35 percent Xylene/ 65 percent Heptane (volume) may be used.

5.5 Ensure the PG Binder is at least 99.0 percent soluble as determined by AASHTO T44. Ensure any insoluble component is free of fibers or discrete particles more than 75 µm.

Appendix C

5.6 Ensure flash point is 500 °F (260 °C) minimum. Ensure mass change on RTFO of the final PG Binder grade is 0.75 percent maximum.

5.7 Ensure that PG 64-22 has a Penetration (AASHTO T49) of no more than 75.

5.8 Direct Tension testing is not required, unless otherwise required in this specification.

Requirements for PG Modified Binder. Furnish PG Modified Binder according to the requirements of Table 702.01-1 by modifying a non-oxidized, non-air blown, neat asphalt binder by using a styrene butadiene latex rubber compound (SBR polymer), a styrene butadiene styrene polymer block copolymer (SB, SBS polymer), an ethylene/ nbutyl acrylate/ glycidyl methacrylate copolymer (Elvaloy) as specified or Ground Tire Rubber (GTR) according to Supplemental Specification 887. For SB, SBS products the polymer supplier will certify to the refiner and Contractor that the polymer used meets a minimum 68 percent by weight butadiene content. Perform SB, SBS, Elvaloy or GTR modification prior to shipment to the asphalt concrete mixing plant (pre-blend). Perform SBR modification at the asphalt concrete mixing plant (post-blend) or prior to shipment to the asphalt concrete mixing plant (pre-blend) where allowed by specification.

Polyphosphoric acid (PPA) is allowed in PG binders as follows. PPA is a polymer of orthophosphoric acid. When using PPA ensure all the applicable requirements of the required PG binder in Table 702.01-1 are met. Ensure PPA does not contain water. To retain Supplement 1032 certification suppliers of PPA modified asphalt will provide a written certification to OMM that the amount of PPA used is less than 1.0% by weight of neat binder. Suppliers of PPA can have their Supplement 1032 certification removed for not following the above PPA requirements.

For each project, the PG Modified Binder supplier will give the Contractor a handling guide specifying temperature, circulation, shelf life, and other requirements for assuring the PG Modified Binder will perform as desired. Give this handling guide to the Monitoring Team and place a copy in the plant control room and plant laboratory.

If PG Modified Binder is retained at the asphalt concrete mixing plant for more than two weeks before use or beyond the supplier recommended shelf life, whichever is less, a top and bottom sample test (material property difference between samples taken from the top and bottom of the storage tank) will be performed by the Laboratory on samples retrieved by the Contractor at the District's direction. Do not use material on hand until approved.

**Table 702.01-1
Material Requirements for PG Modified Binder**

Test / Requirement	SBR Polymer		Pre Blended Binder			Note	
	70-22M (a, b)	64-28 (b)	64-28 (a)	70-22M (a,k)	76-22M (a,k)		88-22M (a,l)
Final PG Binder Grade							c
Actual Pass Temperatures	Report						i
RTFO Mass Change, percent max	0.75						d
Phase Angle, max	78		78	74			d
Elastic Recovery, min			65	75	90		e, d
Toughness, in. lb	125	105					f, d
Tenacity, in lb.	70	80					f, d
Elongation, in. min	20	20					f, d
Ductility, in. min	28	28					j, d
Separation, F max	10						g, d
Homogeneity	None Visible						h, d

Appendix C

- a. Pre-blended Binder. Use a base neat asphalt binder that is a -22 grade for 70-22M and 76-22M. Use a base neat asphalt binder that is a -28 grade for 64-28. 64-28 can be neat, PPA modified or modified with SB, SBS or Elvaloy. Ensure SB, SBS or Elvaloy modified 64-28 meets all requirements listed. The requirements of 3.0 Pa*s maximum for the rotational viscosity for 88-22M may be waived at the discretion of the Department if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at or below the temperature requirements in Table 702.00-1.
- b. Post-blended Binder made from neat Supplement 1032 certified or preapproved standard PG Binder grade and SBR solids amount equal to or above 3.5 percent by weight of total binder to achieve the PG Binder grade. Ensure all listed properties are met.
- c. Without Direct Tension, graded with actual pass temperatures
- d. PG Modified Binder
- e. AASHTO T301, 10cm @ 77 °F (25 °C), hold 5 min. before cutting, on RTFO material for SB, SBS, Elvaloy
- f. ASTM D 5801, 50cm/min @ 77 °F (25 °C)
- g. Softening point difference of top and bottom of tube sample conditioned at 340 °F (171 °C) for 48 hours. Compatibility of polymer and neat binder is sole responsibility of supplier. Formulate PG Modified Binder to retain dispersion for 3 days minimum.
- h. Heat a minimum 400 gram sample at 350 °F (177 °C) for 2.5-3 hours. Pour entire sample over a hot No 50 (300 µm) sieve at 340°F (171 °C). Look for retained polymer lumps.
- i. Actual high and low temperature achieved by PG Modified Binder beyond required grade, but will not grade out to the next standard PG Binder grade for low temperature.
- j. AASHTO T51, @ 39 °F (4 °C), 1 cm/min
- k. SB, SBS, Elvaloy or Supplemental Specification 887 GTR
- l. SB, SBS, Elvaloy

702.04

On page 700, **Replace** the entire section 702.04 with the following:

702.04 Emulsified Asphalts. Provide emulsified asphalts according to AASHTO M 140 or AASHTO M 208 and specification limits will be producible for at least 30 days from project delivery. Use Saybolt Furol for viscosity.

702.16

On page 703, **Replace** the entire section 702.16 with the following:

702.16 Polymer Emulsified Binder. Material will meet specification requirements of the table below.

Appendix C

Table 702.16 Polymer Emulsified Binder		
Emulsion (AASHTO T 59)	Type A (b)	Type B (c,g)
Saybolt Furol Viscosity (g)	120-550 (50 °C)	20-100 (25 °C)
Storage stability, 24 hrs., % difference, max (a)	1	1
Demulsibility, 35 ml of 0.8% Dioctyl Sodium Sulf., min	50	60
Demulsibility, 35 ml of 0.02N, CaCl ₂ , %, min		60
Sieve test, (distilled water), %, max	0.1	0.05
Distillation to 177 °C, residue % solids (d)	66	63
Oil distillate, %, max	2	2
Distillation Residue		
Penetration, 100g, 5 sec @77 °F(25°C) AASHTO T 49	70-125	90-150
Softening point, ° C, min AASHTO T 53	57	
Solubility in TCE, %, min ASTM D 2042 or D 5546	97.5	97.5
Elastic Recovery, 50 °F (10° C), %, min AASHTO T 301, (e),(f)	60	58

Notes:

- (a) After standing undisturbed for 24 hours, the surface will show no white, milky colored substance, but will be a smooth homogeneous color throughout.
- (b) CRS-2P, test within 20 days of project sampling. Limits for both certified source and project samples.
- (c) CRS-1P and HFRS-1P, test within 20 days of project sampling. Limits for both certified source and project samples.
- (d) See Supplement 1013.
- (e) Straight molds. Hold at test temperature for 90 minutes. Place in ductilometer and elongate 20 cm at 5 cm/min. Hold for 5 minutes and cut. After 1 hour retract the broken ends to touch and note elongation in cm (X). Percent Recovery = ((20-X)/20) x 100.
- (f) SBR, SBS, & SB
- (g) Minimum of 70 SFS for project acceptance.

703.11

On page 715, **Replace** the first paragraph with the following:

703.11 Structural Backfill for 611 Bedding and Backfill. Furnish structural backfill for 611 bedding and backfill consisting of CCS, gravel, natural sand, sand manufactured from stone, foundry sand, ACBFS, or RPCC.

703.11

On page 715, **Delete** the following:

Furnish granulated slag according to 703.08.
Do not use GS for Type 3 Structural Backfill.

703.11.B.1

On page 717, **Replace** the entire first subsection with the following:

Appendix C

1. Furnish Type 2 structural backfill that meets the gradations of 703.05.A, 703.02A, or one of the well graded gradations below:

Sieve Size	Total Percent Passing	
2 1/2 inch (63 mm)	–	100
1 inch (25.0 mm)	–	70 to 100
3/4 inch (19.0 mm)	100	–
3/8 inch (9.5 mm)	80 to 100	–
No. 4 (4.75 mm)	60 to 100	25 to 100
No. 8 (2.36 mm)	45 to 95	–
No. 40 (425 µm)	–	10 to 50
No. 50 (300 µm)	7 to 55	–
No. 200 (75 µm)	0 to 15	0 to 15

703.13

On page 717, **Replace** the entire section 703.13, with the following:

703.13 Coarse Aggregate for Items 305, 451 and 452. In addition to the requirements of 703.02, the following aggregate requirements apply.

When the total combined quantity of the listed items is greater than 10,000 square yards (8000 m²), provide size No. 57 or 67 from Table 703.01-1. If the total combined quantity of the listed items is less than 10,000 square yards (8000 m²), then provide one of the following sizes from Table 703.01-1: No. 7, 78, 8, 57, or 67.

If gravel or limestone No. 57 or 67 size is selected in either of the above cases, then ensure that the coarse aggregate incorporated into the concrete is tested according to ODOT Supplement 1024.

Ensure that the validity of results of freeze thaw-resistance testing is as outlined below:

Average Total Percent Expansion ^[1]	Status of Source Approval
0.000 to 0.010	Valid for four years from date approved ^[2]
0.011 to 0.020	Valid for two years from date approved ^[2]
0.021 to 0.030 ^[4]	Not Approved, one retest allowed ^[3]
> 0.030 ^[4]	Not Approved, no retesting allowed ^[3]
[1] As measured at 350 cycles.	
[2] If a notable change in the properties of the aggregate originating from the affected source is determined from quality control testing, a retest of freeze-thaw resistance may be requested before the original expiration date. The Laboratory will make the determination to retest.	
[3] Except as noted, the Department will not retest the material unless the producer of the material sends a written request to the Department with substantiation that significant changes in operation have been made (e.g., new processing equipment, material from a new ledge, etc.).	
[4] If the average total percent expansion is greater than 0.020, but the durability is greater than or equal to 100, the department may accept the source for two years.	

The Laboratory will maintain a list of approved sources.

703.17

On page 722, **Delete** the following:
Furnish GS according to the requirements of 703.08.

703.17

On page 723, **Replace** the last paragraph with the following:
Ensure that the portion of the material passing through the No. 40 (425 µm) sieve has a maximum liquid limit of 25 and a maximum plasticity index of 6.

703.19

On page 726, **Modify** the first item in the physical properties table to:
Percent of wear, Los Angeles Test, maximum 50 %
(except for ACBFS)

705.01

On page 727, **Replace** the entire section 705.01 with the following:
705.01 Glass Fiber Reinforced Polymer (GFRP) Dowel and Deformed Bars. Furnish round and straight fiber reinforced polymer (GFRP) dowel bars. Furnish deformed GFRP bars meeting the material requirements of ACI 440.6. Ensure resin used to manufacture the GFRP bars consists of an epoxy vinyl ester resin. Ensure the glass fiber used is ECR glass which meets ASTM D578. Ensure that the minimum glass fiber content is 70 percent by weight. Furnish dowels and deformed bars of a type meeting the dimensional requirements of the standard construction drawings Provide certified test data according to 101.03 with each shipment.

705.06

On page 728, **Replace** the first sentence with:
Furnish sheet materials conforming to ASTM C171 for moisture loss and reflectance only.

706.02

On page 742, **Replace** part 6.2.4 with the following:
6.2.4 Ensure that no more than two holes are cast, drilled, or otherwise neatly made in the shell of each piece of pipe for the purpose of handling or laying. Taper the holes unless drilled, and before backfilling, fill the tapered holes with portland cement mortar, precast concrete plugs secured with portland cement mortar, or a device on the Department's approved list specifically designed for filling the hole. Fill drilled holes with portland cement mortar.

706.04

On page 749, **Replace** part 10 with the following:
10 Ensure that no more than two holes are cast, drilled, or otherwise neatly made in the shell of each piece of pipe for the purpose of handling or laying. Taper the holes unless drilled, and before backfilling, fill the tapered holes with portland cement mortar, precast concrete plugs secured with portland cement mortar, or a device on the Department's approved list specifically designed for filling the hole. Fill drilled holes with portland cement mortar.

706.05:

On page 752, **Replace** the first paragraph with the following:

7.1 For the following box sizes, span by rise, refer to ASTM C1577: 8x4, 5, 6, 7; 10x5, 6, 7, 8, 9; and 12x4, 6, 8, 10 feet. For the following box sizes, span by rise, refer to SS940: 14x4, 5, 6, 7, 8, 9, 10; 16x4, 5, 6, 7, 8, 9, 10; 18x4, 5, 6, 7, 8, 9, 10; and 20x4, 5, 6, 7, 8, 9, 10 feet.

706.051

On page 752, **Replace** the fourth paragraph of 706.051 with the following:

Ensure that the manufacturer submits design calculations, a structural load rating and shop drawings according to 611.04. Ensure that the shop drawings include the following:

706.052

On page 757, **Replace** the fourth paragraph of 706.052 with the following:

5. Ensure the manufacturer submits design calculations, a structural load rating and shop drawings according to 611.04. Ensure the shop drawings include the following:

706.053

On page 761, **Replace** the fourth paragraph of 706.053 with the following:

5. Ensure the manufacturer submits design calculations, a structural load rating and shop drawings according to 611.04. Ensure the shop drawings include the following:

706.13

On page 767, **Replace** part 7 with the following:

7.0 Ensure that no more than two holes are cast, drilled, or otherwise neatly made in the shell of each piece of each riser section for the purpose of handling or laying. Taper the holes unless drilled, and before backfilling fill the tapered holes with portland cement mortar, precast concrete plugs secured with portland cement mortar, or a device on the Department's approved list specifically designed for filling the hole. Fill drilled holes with portland cement mortar.

707.80

On page 784, **Replace** the following section with:

707.80 Reinforced Thermosetting Resin Pipe. Provide reinforced thermosetting resin pipe and fittings according to ASTM D 2996. The short-term rupture strength hoop tensile stress shall be a minimum 30,000 psi (207 MPa).

Test pipe according to a) ASTM G 154 for 2,500 hrs of accelerated weathering following cycle 2 as defined in Appendix X2, or b) ASTM G 155 for a minimum of 1,250 hours of accelerated weathering following a minimum of cycle 1 as defined in Appendix X3.

After testing, the surface of the pipe will show no fiber exposure, crazing, or checking, and may have only a slight chalking. After testing, the color change of the glass resin sample shall show a Delta E, using L*a*b color space, of less than 3.5

Use adhesive recommended by the manufacturer for joining pipe and fittings.

Pigmented resin will be used throughout the pipe wall thickness.

Furnish certified test data as defined in 101.03 to the Engineer showing compliance with these specifications.

707.80

On page 784, **Add** the following section:

707.80 Reinforced Thermosetting Resin Pipe. Provide reinforced thermosetting resin pipe and fittings according to ASTM D 2996. The short-term rupture strength hoop tensile stress shall be a minimum 30,000 psi (207 MPa).

Test pipe according to ASTM G 154 for 2,500 hrs of accelerated weathering following cycle 2 as defined in Appendix X2. After testing, the surface of the pipe will show no fiber exposure, crazing, or checking, and may have only a slight chalking or color change.

Use adhesive recommended by the manufacturer for joining pipe and fittings.

Pigmented resin will be used throughout the pipe wall thickness. Paint, gel-coat or any other exterior coating coloring will not be allowed.

Furnish certified test data as defined in 101.03 to the Engineer showing compliance with these specifications.

708.01

On page 784, **Replace** the second paragraph with:

5.1 A green colorant approximately No. 34159 of FS 595C.

708.02.B.1.f

On page 785, **Replace** the sentence in **f. Color** with:

Greenish gray, approximating **FS-595C-34159**, visual comparison.

708.02.C.1.f

On page 785, **Replace** the sentence in **a. Color** with:

White, meeting or exceeding, **FS-595C-37875** according to **ASTM E 1347**.

708.02.D.1.a

On page 786, **Replace** the sentence in **a. Finish, Specular gloss, ASTM D 523** with:

Use Fed. Std. 595C-16440 Gray: 70 % minimum after 3000 hours weathering resistance. Color change less than 2.0 ΔE^* , (C.I.E 1976 $L^*a^*b^*$) ASTM D2244.

708.02.D.1.f.(1)

On page 786, **Replace** the table in **f. Colors** with:

(1) **Specified.**^[2]

Brown	FS-595C, 10324
Green	FS-595C, 14277
Blue	FS-595C, 15526
^[2] Contractor's choice unless specified on plans	

710.11

On Page 796, **Replace** the entire section with the following

710.11 Fence Posts and Braces. Furnish round wood posts conforming to 710.12 and 710.14. Furnish dimension timber, posts, and lumber for braces and stream crossings that are sound, straight, free from unsound or loose knots, splits and shakes, and that are treated according to 712.06.

Furnish steel line posts according to ASTM A 702, with the following modifications:

Appendix C

5.5.2 Furnish fasteners or clamps that have a 0.120-inch (3 mm) diameter and that are galvanized according to ASTM A 116, Type Z, Class 3.

5.5.1 Supply each post with a sufficient number of fasteners or clamps.

6.2 Ensure that the post lengths are as designated.

7.1 Furnish galvanized line posts and anchors according to 711.02.

7.2 Delete.

Furnish certified material according to Supplement 1067.

711.01

On page 799, **Add** footnotes [2] and [3]:

Furnish structural steel conforming to ASTM A 709, Grade 36 (A36), 50 (A572), 50W (A588), or 70W.

Ensure that materials designated to meet notch toughness requirements have a minimum longitudinal Charpy V-Notch (CVN) energy absorption value as listed below. Sample and test according to ASTM A 673/A 673M. Use the (H) frequency of heat testing and provide the test data as required by 501.06.

ASTM Designation	Thickness and Connection Method	Value Min CVN
A709 Gr. 36 (A36, A36M)	Up to 4 in (102 mm) mechanically fastened or welded	15 ft-lb @ 40 °F (20 J @ 4 °C)
A709 Gr. 50 (A 572/A 572M), A709 Gr. 50W (A 588/A 588M)	Up to 4 in (102 mm) mechanically fastened	15 ft-lb @ 40 °F ^[1] (20 J @ 4 °C)
A709 Gr. 50 (A 572/A 572M), A709 Gr. 50W (A 588/A 588M)	Over 2 to 4 in (51 to 102 mm) welded	20 ft-lb @ 40 °F ^[1] (20 J @ 4 °C)
A709 Gr. 50 (A 572/A 72M), A709 Gr. 50W (A 588/A 588M)	Up to 2 in (51 mm) welded	15 ft-lb @ 40 °F ^[1] (20 J @ 4 °C)
A709 Gr. 70W	Up to 4 in (100 mm) mechanically fastened or welded	25 ft-lb @ -10 °F ^{[2][3]} (34 J @ -23 °C)

[1] If the yield point of the material exceeds 65 ksi (448 MPa), the temperature of the CVN value for acceptability should be reduced by 15 °F (8.3 °C) for each increment, or part of increment, of 10 ksi (69 MPa) above 65 ksi (448 MPa).

[2] If the yield point of the material exceeds 85 ksi (585 MPa), the temperature of the CVN value for acceptability should be reduced by 15 °F (8.3 °C) for each increment, or part of increment, of 10 ksi (69 MPa) above 85 ksi (585 MPa).

[3] The CVN-impact testing shall be at "P" frequency in accordance with ASTM A673

712.14

On page 815, **Add** the entire section **712.14 Detectable Warning Devices** as follows:

712.14 Detectable Warning Devices Furnish materials conforming to the following requirements:

Products must be compliant with the Americans with Disabilities Act (ADA).

Products will be designed to be physically embedded into concrete and be of a color that visually contrasts with the concrete. Do not use black as a color.

Products may be manufactured from materials of cast iron, stainless steel, polymer concrete, reinforced polymer composite, or granite. Products may be designed as either one time installation products or replaceable products.

Surface applied, stamped concrete, concrete, and brick products will not be permitted.

Detectable Warning Devices will be provided with a minimum 5 year written warranty with at least the following:

Appendix C

1. The installed device will remain ADA compliant for the term of the warranty period.
2. During the warranty period at least 85% of the truncated domes on installed device will remain entirely intact.
3. The installed device will remain securely affixed to and flush with the concrete substrate.
4. Any surface coating applied to the installed product will remain in place and color fast.
5. At no cost to the Department, the manufacturer will replace the product, including all installation costs, if during the 5 year warranty period the product fails to comply with the above warranty requirements. Any new device installed under the warranty will meet the requirements of this specification

As part of the Department Acceptance process for inclusion on the Approved Product's List (APL) submit the proposed warranty to the Department along with material samples, dimensional drawings, and written installation procedures.

Upon acceptance by the Department the materials will be listed on the APL

Furnish materials according to the Department's Approved Product List (APL)

Begin warranty period upon Contract acceptance.

At the preconstruction meeting provide the Engineer with the written warranty signed by the executive officer of the manufacturing company

725.11.C

On page 822, **Delete** the following sentence from the second paragraph:

If the ballast is to be wired line to grounded neutral or phase to grounded neutral, the ballast may be either the isolated primary winding design or the auto transformer design.

725.21A

On Page 829, **Replace** the first paragraph the following:

A. Light Poles. Ensure that the deflection of the pole from vertical when placed under the load of the bracket arm, and a weight of 75 pounds (35 kg) in place of each luminaire does not exceed an angle of 1 degree 40 minutes when tested in accordance with Supplement 1025 and that certified copies of the results obtained from the deflection tests are furnished the Laboratory.

730.14

On page 838, **Replace** the entire section with the following

Furnish sand castings according to ASTM B 26/B 26M, 356-T6 or T7. Furnish self-aligning aluminum extrusheet sign mounting clips with manufacturer identification mark conspicuously incorporated in relief on the top surface of the casting, and in accordance with Supplemental Specification 992. Furnish permanent mold castings according to ASTM B 108, 356-T6 or T7. Furnish certified material according to Supplement 1092 or 1093.

731.05

On page 841, **Replace** the fourth paragraph with the following:

Furnish the sign with the appropriate hardware for mounting by span wire, mast arm, pedestal top, or pole type bracket arms. Include fluorescent type lamps with ballast or LED light source.

732.01

On page 843, **Add** the following sentence after the sixth sentence in the third paragraph of the section: Tri-studs shall be secured to the head using stainless steel nylon-insert or distorted thread locknuts.

732.01

On page 843, **Add** the following sentence after the third paragraph of the section:

For polycarbonate signal heads, obtain proper exterior colors by use of colored plastic rather than painting.

732.05

On page 849, **Replace** the fifth sentence in the first paragraph with the following:

Furnish material for housings that consist of cast or sheet, corrosion resistant, non-ferrous metal or polycarbonate plastic, as specified in the plans.

On page 850, **Add** the following paragraphs after the third paragraph:

For polycarbonate signals, proper exterior colors shall be obtained by use of colored plastic material rather than painting.

Also for polycarbonate signals; pipes, spacers and fittings constructed of polycarbonate plastic may be used in lieu of galvanized steel or aluminum.

732.11

On page 853, **Add** the following sentences at the end of the first paragraph:

A rectangular, rounded-corner aluminum Pole Identification Tag with minimum dimensions of 1 x 3 x 0.040 inches shall be attached to the pole at a height of 6 inches above the base plate. The Pole Identification Tag shall be clearly and deeply stamped with the ODOT Standard Construction Drawing Number, Design Number, and the fabrication date of the pole (e.g., TC-81.21, DES. 12, 05-12) in characters with a minimum height of 3/8 in. Attach to the pole with four stainless steel 3/16 inch rivets.

732.11

On page 853, **Replace** the last sentence in the third paragraph with the following:

Weld according to 513.21

732.12

On page 854, **Add** the following sentences at the end of the first paragraph:

A rectangular, rounded-corner aluminum Pole Identification Tag with minimum dimensions of 1 x 3 x 0.040 inches shall be attached to the pole at a height of 6 inches above the base plate. The Pole Identification Tag shall be clearly and deeply stamped with the ODOT Standard Construction Drawing Number, Design Number, and the fabrication date of the pole (e.g., TC-81.21, DES. 12, 05-12) in characters with a minimum height of 3/8 in. Attach to the pole with four stainless steel 3/16 inch rivets.

733.01

On page 858, **Delete** the following:

“CalTrans QPL” refers to the California Department of Transportation (CalTrans) “Qualified Product List” for traffic signal equipment.

733.01

On page 858, **Add** the following:

“TAP” refers to the Traffic Authorized Products list for products that have been authorized for use on Intelligent Transportation Systems (ITS) for the Ohio Department of Transportation.

733.02.E

On page 860, **Replace** “Approved List” with “TAP”.

733.02.F

On page 861, **Replace** “Approved List” with “TAP”.

733.02.F

On page 862, **Delete** the last sentence: “Furnish materials according to the Department’s Qualified Products List (QPL).”

733.03

On page 862, **Add** the following paragraph after the fifth paragraph:

Any fasteners (rivets, bolts, etc.) that penetrate the cabinet exterior shall be tack-welded or brazed on the inside surface to prevent punch-thru if the fastener head is ground off from the outside. The preferred method of cabinet construction uses no such fasteners, but internal welds only.

733.03.A.2.i

On page 867, **Replace** the third sentence in the section with the following:

Wire a second non-GFCI convenience outlet, not fed thru the UPS system (if used).

733.03.B.1.i

On page 871, **Replace** the second sentence in the section with the following:

Furnish a pushbutton with a 5-foot (1.5 m) cord, and panel connector, not hard wired, unless a strain-relieving panel feed-thru bushing is provided.

733.03.B.1.k

On page 871, **Replace** the third sentence in the section with the following:

This relay shall maintain output equal to or exceeding the requirements of the cabinet main overcurrent protective device over the NEMA TS-2 Environmental Operating Range of -30 to +165 degrees Fahrenheit.

733.03.C.1.

On page 873, **Replace** “CalTrans and/or ODOT QPL or TAP” with “TAP”.

733.03.C.4.a

On page 874, **Add** the following sentence after the first paragraph:

Flash Transfer Relays shall use AC coils only; the use of a series rectifier in combination with a DC coil is prohibited.

733.03.C.4.b

On page 874, **Replace** the section in its entirety with the following:

Furnish a rack mounted detector test panel with test switches. Test switches shall call vehicle phases 1-8, pedestrian phases 2,4,6,8 and EVPE channels A,B,C,D as defined in the published ODOT

Plan Insert Sheet for default 332/336 cabinet input file assignments. Furnish switches with three position “on/off/momentary on” switches.

733.03.C.6.h.

On page 884, **Delete** the following sentence: “Furnish 332 cabinet according to the Department’s Qualified Products List (QPL).”

733.03.D

On page 884 **Add** the following subsection:

D. Type 334.

1. General. Furnish Model 334C cabinets that meet the specifications “Traffic Signal Control Equipment Specifications” and “Transportation Electrical Equipment Specifications”, California Department of Transportation. Ensure that the manufacturer of the cabinets is listed on the CalTrans QPL at the time of the project award.

2. Cabinets. Furnish cabinets that are constructed of aluminum and are supplied unpainted. An anodic coating is not required. Supply galvanized anchor bolts with nuts and washers with each cabinet. Furnish 3/4-inch (19 mm) diameter by 16 inches (0.4 m) minimum length anchor bolts with an “L” bend on the unthreaded end.

3. Terminals and Wiring. Ensure that the vehicle detector field wiring inputs connect to side mounted terminal blocks. Install terminal blocks and associated wiring to the input file. Label the field wiring terminals of the side mounted terminal block by a permanent screening process to identify the input panel (I), the input file slot number (1 through 14) and the channel terminal (D, E, J, or K). An example is “I4-E”. Ensure that all terminals on these detector blocks are accessible without removing equipment from the EIA mounting rack.

4. Accessories.

a. Fully equip the cabinets with two channel loop detector sensors, transfer relay, power supply, conflict monitor and switchpacks. When ramp meter warning signs with flashers are used, include a NEMA or Caltrans type flasher wired for control from the controller.

b. Furnish a police panel in each cabinet with the Caltrans required switches. No pushbutton with cord is provided.

c. Furnish an aluminum shelf with integral storage compartment in the rack below the controller. Ensure that the storage compartment has telescoping drawer guides for full extension. Ensure that the compartment top has a non-slip plastic laminate attached.

d. Ensure that each cabinet has two fluorescent lights installed at the top of the cabinet, one near each door. Wire the lights to the door switches such that opening either door will turn on both lights.

5. Lightning/Surge Protection. Comply with the requirements of 733.03.C.5.

6. Conflict Monitor. Furnish a Model 208 conflict monitor unit.

Furnish 334 cabinet according to the Department’s Qualified Products List (QPL).

733.03.E.1

On page 884, **Replace** the section in its entirety with the following:

1. General. Furnish Model 336 cabinets that meet the basic cabinet specifications “Traffic Signal Control Equipment Specifications”, California Department of Transportation, latest edition. Ensure that the manufacturer of these Model 336 cabinets is listed on the TAP.

733.03.E.

On page 885, **Delete** the following sentence: “Furnish. 336 cabinet materials according to the Department’s Qualified Products List (QPL).”

733.09.A

On page 891, **Replace** the second paragraph in its entirety with the following:

Ensure the UPS cabinet has a mastic tape, neoprene foam, or silicone weather-resistant seal between the cabinet bottom flange and the concrete foundation. Minimum tape thickness shall be 1/8-inch (3 mm) and the tape shall be continuous with no gaps between tape pieces or between cabinet and foundation. Sealing tape shall completely cover the bottom cabinet flange and shall be rated for a temperature range of at least -30 °F to +140° F.

740.09

On page 898 **Replace** the entire section with the following:

740.09 Glass Beads.

Furnish certified test data for the arsenic and lead content of all glass bead samples sent to the Department for testing to ensure that all glass beads furnished to the Department contain no more than 200 parts per million of arsenic or lead as determined in accordance with Environmental Protection Agency testing methods 3052, 6010B, or 6010C, according to SEC 1504 STANDARDS. Section 109 of title 23, United States Code, (r) Pavement Markings.

A. Type A. Furnish Type A glass beads for traffic paint conforming to Supplement 1008 and to AASHTO M 247, Type 1 without flotation properties but dual coated (for moisture resistance and adhesion), with the following exception: 4.6 Flotation Test.

Ensure that the glass beads for traffic paint are packaged in bags designated “740.02”. Use materials certified according to Supplement 1089.

B. Type B. Furnish Type B glass beads for polyester marking material conforming to Supplement 1008 and AASHTO M 247, Type 1 with 50 ± 5 percent flotation coating and ensure that a 50 ± 5 percent moisture resistant coating is retained on each sieve, with the following exception: 4.6 Flotation Test. Ensure that the minimum percent floating equals 90 of flotation coated beads or 40.5 percent of total mixture.

Ensure that the glass beads for polyester marking material are packaged in bags designated “POLY”.

Use materials certified according to Supplement 1089.

C. Type C. Furnish Type C glass beads for thermoplastic material conforming to Supplement 1008 and meeting the following specification.

Sieve Size	Percent Retained		
No. 16 (1.18 mm)	3 maximum	Refractive Index	1.50 to 1.60
No. 20 (850 µm)	5 to 20	Roundness	80 minimum
No. 40 (425 µm)	65 to 95	Coating	Moisture resistant (for drop-on beads only)
No. 50 (300 µm)	0 to 5		

Ensure the glass bead packaging is clearly marked “THERMO”

Use materials certified according to Supplement 1089.

D. Type D. Furnish Type D glass beads for Epoxy Pavement Marking conforming to Supplement 1008.

Appendix C

Ensure that the glass bead packaging clearly indicates EPOXY - SIZE I or EPOXY SIZE II.

Ensure that the glass beads have the following gradation when tested according to Supplement 1089.

SIZE I		SIZE II	
Sieve Size	Percent Retained	Sieve Size	Percent Retained
No. 10 (2.00 mm)	0	No. 20 (850 μm)	0 to 5
No. 12 (1.70 mm)	0 to 5	No. 30 (600 μm)	5 to 20
No. 14 (1.40 mm)	5 to 20	No. 50 (300 μm)	30 to 75
No. 16 (1.18 mm)	40 to 80	No. 80 (180 μm)	9 to 32
No. 18 (1.00 mm)	10 to 40	No. 100 (150 μm)	0 to 5
No. 20 (850 μm)	0 to 5	Pan	0 to 2
Pan	0 to 2		

Reflective Media: Ensure that the glass beads are smooth, clear, free from any air inclusions, and scratches that might affect their functions as a retro-reflective media, and that have the characteristics listed below.

Roundness (Percent by Weight): Ensure that not more than 20 percent of the glass beads are irregular or fused spheroids and that at least 80 percent of the beads are true beads.

Index of Refraction: Ensure that the refractive index of the beads is a minimum of 1.50 as determined by the liquid immersion method at 77 °F (25 °C). Ensure that the silica content of glass beads is not less than 60 percent.

Coating: Furnish Size I glass beads that are coated with a silane-type adherence coating to enhance its embedment in, and adherence to the applied binder film. Ensure that the coated beads emit a yellow-green fluorescence when tested by the Dansyl Chloride test procedure. Furnish Size II glass beads that are treated with a moisture-proof coating. Ensure that both types of glass beads show no tendency to absorb moisture in storage and remain free of clusters and lumps. Ensure that they flow freely from the dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations.

Determine the moisture-resistance of the glass beads on the basis of the following test:

Place 2.2 pounds (1 kg) of beads in a washed cotton bag, having a thread count of 50 per square inch (8/cm²) (warp and woof) and immerse the bag in a container of water for 30 seconds. Remove the bag and force the excess water from the sample by squeezing the bag. Suspend and allow them to drain for two hours at room temperature 70 to 72 °F (21 to 22 °C). After draining, mix the sample in the bag by shaking thoroughly. Transfer a sample slowly to a clean, dry glass funnel having a stem 4 inches (100 mm) in length, with a 3/8-inch (10 mm) inside diameter stem entrance opening, and a minimum exit opening of 1/4 inches (6 mm). Ensure that the entire sample flows freely through the funnel without stoppage. When first introduced to the funnel, if the beads clog, it is permissible to tap the funnel to initiate flow.

Use materials certified according to Supplement 1089.

748.06

On page 903, **Replace** the last paragraph with:

For steel casing pipe specified to be bored or jacked, provide ungalvanized pipe with 0.500-inch minimum wall thickness.