



Addendum #3
October 16th, 2023

WAR SR63 0.83 (PID 112121)

Question #1) There is a 24" jack and bore for the 16" water under SR 741. Is this incidental to the 16" water main item. Should there be a bid item for it? There is one for the 10" bores.

Answer #1) The Quantity is provided on Sheet 81A under REF No. W-9 – Quantity is 138 Feet – 24" Steel Pipe Encasement Bored or Jacked.

Question #2) There are two bid items for to lower existing water service lines. Can you please provide the size of these water service lines?

Answer #2) Do not know the sizes – The Note for "ITEM 690, SPECIAL – WATER WOARKS, MISC.: LOWER EXISTING WATER SERVICE LINE" has been revised and added clarification for the sizes "THE SIZE OF THE EXISTING SERVICE LINES ARE UNKNOWN, FOR BIDDING PURPOSES ASSUMME 6 INCHES." Sheet 16 is revised, and a mark-up is also attached.

Question #3) Bid Items #48 & #50 show a quantity of "2 LS", should this be "1 LS"?

Answer #3)

48 – 690E98400 SPECIAL – Pay Item Number for Settlement Platform Should be **690E98000** instead of 690E98400. SETTLEMENT PLATFORMS – Should be 2 Each not Lump Sum as Shown on the Contract (See the attached General Summary Sheet 73, which is correct – 2 Each)

50 – 690E98400 SPECIAL – MAINTAIN EXISTING PRIVATE SIGN – 1 LS (See the attached General Summary Sheet 73, which is correct – 1 LS)

For # 48 the Unit of Measurement on the spread sheet needs to be changed to EACH – quantity is correct on the spread sheet and the General Summary Sheet 73

For # 50 the quantity on the spread sheet needs to be changed to 1 – the quantity on the General Summary Sheet 73 is correct.

In Summary quantities shown on the General Summary are correct – Spread sheet needs to be revised.

690E98400	98400 98000	SPECIAL - SETTLEMENT PLATFORMS	2	LS EACH
690E98400		SPECIAL - LOCATE PRIVATE UTILITIES	1	LS
690E98400		SPECIAL - MAINTAIN EXISTING PRIVATE SIGN	2 1	LS

ITEM 202 – REMOVAL MISC.: PVC FENCE FOR STORAGE

THIS ITEMS SHALL CONSIST OF CAREFULLY REMOVING THE PVC FENCE POST, RAILING, AND HARDWARE AS SHOWN ON THE PLANS. REMOVED ITEMS SHALL BE STORED ON THE PROJECT FOR SALVAGE BY (LEBANON CORRECTIONAL INSTITUTION).

REMOVED ITEMS SHALL BE DELIVERED TO:
 AGENCY NAME, ATTN: JEREMY HYER
 ODRC OPERATION SUPPORT CENTER
 4545 FISHER RD, COLUMBUS, OH 43228
 JEREMY.HYER@ODRC.STATE.OH.US, 614-579-3926

PAYMENT FOR THE ABOVE WORK SHALL BE PAID AT THE UNIT PRICE BID FOR ITEM 202, REMOVAL MISC.: PVC FENCE FOR STORAGE FT, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, MATERIALS NEEDED TO CAREFULLY REMOVE THE PVC FENCE POST, RAILING, AND HARDWARE.

ITEM 607 - GATE REBUILT, AS PER PLAN

CAREFULLY REMOVE AND RELOCATE FENCE GATE AND RELATED COMPONENTS. DO NOT DAMAGE THE GATE OR RELATED COMPONENTS. ANY NEW PARTS WHICH ARE NEEDED, AS DETERMINED BY THE ENGINEER, WILL BE SUPPLIED BY THE CONTRACTOR AT NO ADDITIONAL COST. GATE LOCATION TO BE CONFIRMED WITH THE ENGINEER PRIOR TO RELOCATION.

PAYMENT FOR THE ABOVE WORK SHALL BE PAID AT THE UNIT PRICE BID FOR ITEM 607, GATE REBUILT, AS PER PLAN EACH, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, AND HARDWARE NECESSARY TO SAFELY RELOCATE THE FENCE GATE AND RELATED COMPONENTS.

ITEM 607 – FENCE, MISC.: SECURITY FENCE

THIS ITEM SHALL CONSIST OF FURNISHING AND INSTALLING SECURITY FENCE AT THE LOCATIONS SPECIFIED IN THE PLANS. INSTALLATION AND MATERIAL SHALL BE IN ACCORDANCE WITH CMS 607 AND SCD F-1.1, EXCEPT AS NOTED BELOW AND SHOWN IN THE SECURITY FENCE DETAIL ON THIS SHEET, OR APPROVED EQUAL.

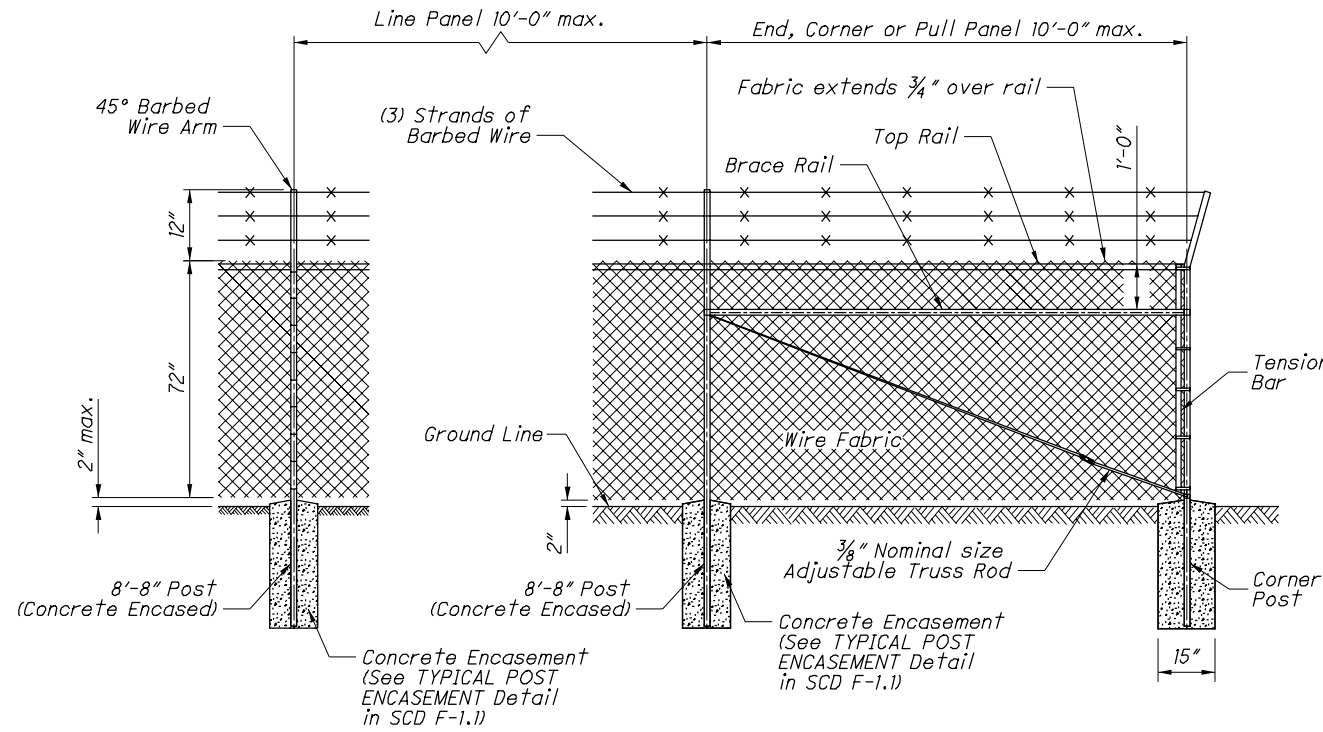
THE SECURITY FENCE FABRIC SHALL BE CHAIN LINK, 72" IN HEIGHT, HAVE A TOP RAIL, AND HAVE A 45° BARBED WIRE ARM FACING OUTWARD WITH 3 STRANDS OF BARBED WIRE.

CONTRACTOR SHALL INSTALL THE PROPOSED SECURITY FENCE PRIOR TO REMOVING THE EXISTING SECURITY FENCE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AND THE UNIT PRICE BID FOR ITEM 607, FENCE MISC.: SECURITY FENCE FT, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, AND HARDWARE NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL SECURITY FENCE.

ITEM 205 – MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN

OBTAIN SOIL SAMPLES AS OUTLINED IN SUPPLEMENTAL SPECIFICATION 1120 FOLLOWING EXCAVATION OR EMBANKMENT PLACEMENT OF THE DESIGN SUBGRADE LEVEL. THE SOIL SAMPLES FOR SUPPLEMENTAL 1120 TESTING ARE TO BE OBTAINED FROM THE ACTUAL SUBGRADE SOIL. SAMPLING OF THE SOILS OUTSIDE THE ACTUAL STABILIZATION LIMITS OR FROM A BORROW AREA IS PROHIBITED. THE CONSTRUCTION SCHEDULE SHALL INCLUDE SPECIFIC ACTIVITIES FOR SAMPLING AND TESTING OF THE SUBGRADE SOILS FOR ALL PHASES OR PARTIAL PHASES OF CONSTRUCTION. PERFORM THE MIX DESIGN PROCEDURE FOR EACH PHASE AS OUTLINED IN SUPPLEMENTAL 1120. DURING CONSTRUCTION, OBTAIN FIELD VERIFICATION SAMPLES FOR EACH PHASE OF CONSTRUCTION AND SUBMIT THE TEST RESULTS FOR EACH PHASE AS THE LABORATORY TESTING IS COMPLETE.



SECURITY FENCE DETAIL

AIRWAY/HIGHWAY CLEARANCE FOR AIRPORTS AND HELIPORTS

THIS PROJECT HAS BEEN IDENTIFIED AS BEING WITHIN THE INFLUENCE AREA OF A PUBLIC USE AIRPORT OR HELIPORT. NO TEMPORARY STRUCTURES OR CONSTRUCTION EQUIPMENT AT MAXIMUM OPERATING HEIGHT SHALL EXCEED A HEIGHT OF 317 FT. IF ANY TEMPORARY STRUCTURES OR CONSTRUCTION EQUIPMENT WILL EXCEED THIS HEIGHT, FURTHER COORDINATION WITH THE FEDERAL AVIATION ADMINISTRATION (FAA), AND ODOT OFFICE OF AVIATION, WILL BE NECESSARY PRIOR TO ERECTING SUCH TEMPORARY STRUCTURES OR OPERATING SUCH EQUIPMENT ON THE PROJECT. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT FORM 7460-1 TO THE FAA. NOTIFY THE ODOT OFFICE OF AVIATION WHEN SUBMITTING FAA FORM 7460-1.

NO TEMPORARY STRUCTURES OR CONSTRUCTION EQUIPMENT SHALL EXCEED THE PERMISSIBLE HEIGHT, UNTIL A COPY OF THE FAA APPROVAL AND THE ODOT OFFICE OF AVIATION PERMIT HAS BEEN FURNISHED TO THE PROJECT ENGINEER.

FEDERAL AVIATION ADMINISTRATION
 SOUTHWEST REGIONAL OFFICE
 OBSTRUCTION EVALUATION GROUP
 10101 HILLWOOD PARKWAY
 FORT WORTH, TX 76177
 FAX: (817) 222-5920
 HTTP://CEAAA.FAA.GOV

OHIO DEPARTMENT OF TRANSPORTATION
 OFFICE OF AVIATION
 2829 WEST DUBLIN-GRANVILLE ROAD
 COLUMBUS, OHIO 43235
 OHIO.AIRPORT.PROTECTION@DOT.OHIO.GOV

PROTECTION OF RIGHT-OF-WAY LANDSCAPING

PRIOR TO BEGINNING WORK, THE CONTRACTOR, THE PROJECT ENGINEER, AND A REPRESENTATIVE OF THE MAINTAINING AGENCY WILL REVIEW AND RECORD ALL LANDSCAPING ITEMS WITHIN THE RIGHT-OF-WAY (BOTH WITHIN AND OUTSIDE THE

PROTECTION OF RIGHT-OF-WAY LANDSCAPING (CONT.)

CONSTRUCTION LIMITS). A RECORD OF THIS REVIEW WILL BE KEPT IN THE PROJECT ENGINEER'S FILES. PRIOR TO FINAL ACCEPTANCE, A FINAL REVIEW OF LANDSCAPING ITEMS WILL BE MADE.

CONSTRUCT ALL ACTIVITIES, EQUIPMENT STORAGE, AND STAGING TO WITHIN THE CONSTRUCTION LIMITS. UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR PROPOSAL, THE CONSTRUCTION LIMITS ARE IDENTIFIED AS 30 FEET FROM THE EDGE OF PAVEMENT.

SUBMIT A WRITTEN REQUEST TO THE PROJECT ENGINEER TO USE ANY AREA OUTSIDE THESE LIMITS. THE DOCUMENT SUBMITTED MUST CLEARLY IDENTIFY THE AREA AND EXPLAIN THE PROPOSED USE AND RESTORATION OF THE AREA. EXCEPT AS INDICATED ON PLANS SHEETS, USE OF THESE AREAS FOR DISPOSAL OF WASTE MATERIAL AND CONSTRUCTION DEBRIS, EXCAVATION OF BORROW MATERIAL AND PLACEMENT OF PORTABLE PLANTS IS PROHIBITED. THE REQUEST MUST BE APPROVED, IN WRITING, BEFORE THE CONTRACTOR HAS PERMISSION TO USE THE AREA.

ANY ITEMS DAMAGED BEYOND THE CONSTRUCTION LIMITS, AS DEFINED ABOVE, WILL BE REPLACED IN KIND OR AS APPROVED BY THE PROJECT ENGINEER.

THE SIZE OF THE EXISTING SERVICE LINE ARE UNKNOWN, FOR BIDDING PURPOSES ASSUME 6 INCHES.

PART-WIDTH CONSTRUCTION

BECAUSE OF THE NECESSITY TO BUILD THIS PROJECT UNDER TRAFFIC AND TO CONSTRUCT THE FULL PAVEMENT WIDTH IN STAGES, EXERCISE CARE TO PREVENT THE CONSTRUCTION OF A BUTT JOINT IN THE BASE COURSES. LAP LONGITUDINAL JOINTS AS SHOWN ON STANDARD CONSTRUCTION DRAWING BP-3.1.

WATER WORKS NOTES

ALL WATER WORKS MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS AND THE STANDARD DETAILS OF THE WARREN COUNTY

WATER WORKS NOTES

DEPARTMENT OF WATER & SEWER SHALL GOVERN ALL WATER WORKS.

THE FOLLOWING STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER ARE INCLUDED IN THE PROJECT BY REFERENCE: W-2, W-3, W-4, W-7, W-14, W-15D, W-17, W-19, W-20, W-23, W-26A, W-26B, WG-1A, WG-1B, AND WG-2.

ITEM 690, SPECIAL - WATER WORK, MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)

DESCRIPTION: WHERE SHOWN ON THE DRAWINGS, FURNISH AND INSTALL COMPLETE LARGE DOMESTIC WATER METER PIT IN ACCORDANCE WITH THE RULES, REGULATIONS, AND STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER. THE LIMITS OF CONSTRUCTION ARE BETWEEN THE GATE VALVE SHOWN ON THE UPSTREAM AND DOWNSTREAM SIDES OF THE METER PIT. WATER PIPE TO BE INSTALLED BETWEEN THE GATE VALVES SHALL BE INCLUDED IN THIS ITEM. WORK IN THIS ITEM SHALL INCLUDE ALL COORDINATION AND COMMISSIONING NECESSARY TO PROVIDE A FULLY FUNCTIONAL AND ACCEPTED SYSTEM.

BASIS OF PAYMENT: PAYMENT FOR THE WORK DESCRIBED SHALL BE INCLUDED IN THE UNIT PRICE BID AND SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: CONCRETE ENCASEMENT (WARREN COUNTY)

DESCRIPTION: WHERE SHOWN ON THE DRAWINGS, PROVIDE FULL CONCRETE ENCASEMENT AT WATER LINES IN ACCORDANCE WITH THE RULES, REGULATIONS, AND STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER. THE COST OF FURNISHING AND INSTALLING THE WATER LINE, INCLUDING TRENCH EXCAVATION AND BACKFILL, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER LINES.

METHOD OF MEASUREMENT: THE DEPARTMENT WILL MEASURE CONCRETE ENCASEMENT (WARREN COUNTY) BY THE NUMBER OF FEET OF CONCRETE ENCASEMENT, MEASURED ALONG THE CENTERLINE OF THE WATER LINE.

BASIS OF PAYMENT: PAYMENT FOR THE WORK DESCRIBED SHALL BE INCLUDED IN THE UNIT PRICE BID AND SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE

THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND AND LOWER THE EXISTING WATER SERVICE LINE WHICH CROSS SR 63 AT APPROXIMATELY STA. 157+98 AND 172+50.00. AS PART OF THE WORK AT STA. 172+50.00 THE CONTRACTOR SHALL ALSO LOWER/RELOCATE/REMOVE THE EXISTING LATERAL LINE AND FIRE HYDRANT LOCATED APPROXIMATELY AT STA. 173+80.00 ON THE NORTH SIDE OF SR 63 WHICH ARE IMPACTED DUE TO CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE WATERLINE UNDER SR 63 PAVEMENT SHALL BE ENCASED AND BORED OR JACKED.

PAYMENT FOR THE ABOVE WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, MATERIALS (INCLUDING TAPPING SLEEVES), AND ANY INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98.00 LS
 ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+50.00 LS

MONUMENT ASSEMBLIES

CONSTRUCT MONUMENT ASSEMBLIES IN ACCORDANCE WITH THE DETAILS SHOWN ON THE STANDARD CONSTRUCTION DRAWINGS AND AT THE LOCATIONS SHOWN ON SHEET NO. 4. FOLLOWING QUANTITIES ARE CARRIED TO GENERAL SUMMARY:

ITEM 623 MONUMENT ASSEMBLY ADJUSTED TO GRADE 7 EACH
 ITEM 623 REFERENCE MONUMENT, TYPE A 24 EACH

GENERAL NOTES

DESIGN AGENCY	JACOBS
DESIGNER	MJA
REVIEWER	RN 08/22/23
PROJECT ID	112121
SHEET	TOTAL
16	436

WAR-63-0.83

MODEL: Sheet PAPER SIZE: 17x11 (In.) DATE: 9/6/2023 TIME: 7:37:46 AM USER: munma pwlProjectWiseAVER: Jacobs.com:DEN003:Documents\C6A18200 - SR 63 Reconstruction:Design\112121\1400-Engineering\Roadway\Sheets\112121_GN003.dgn

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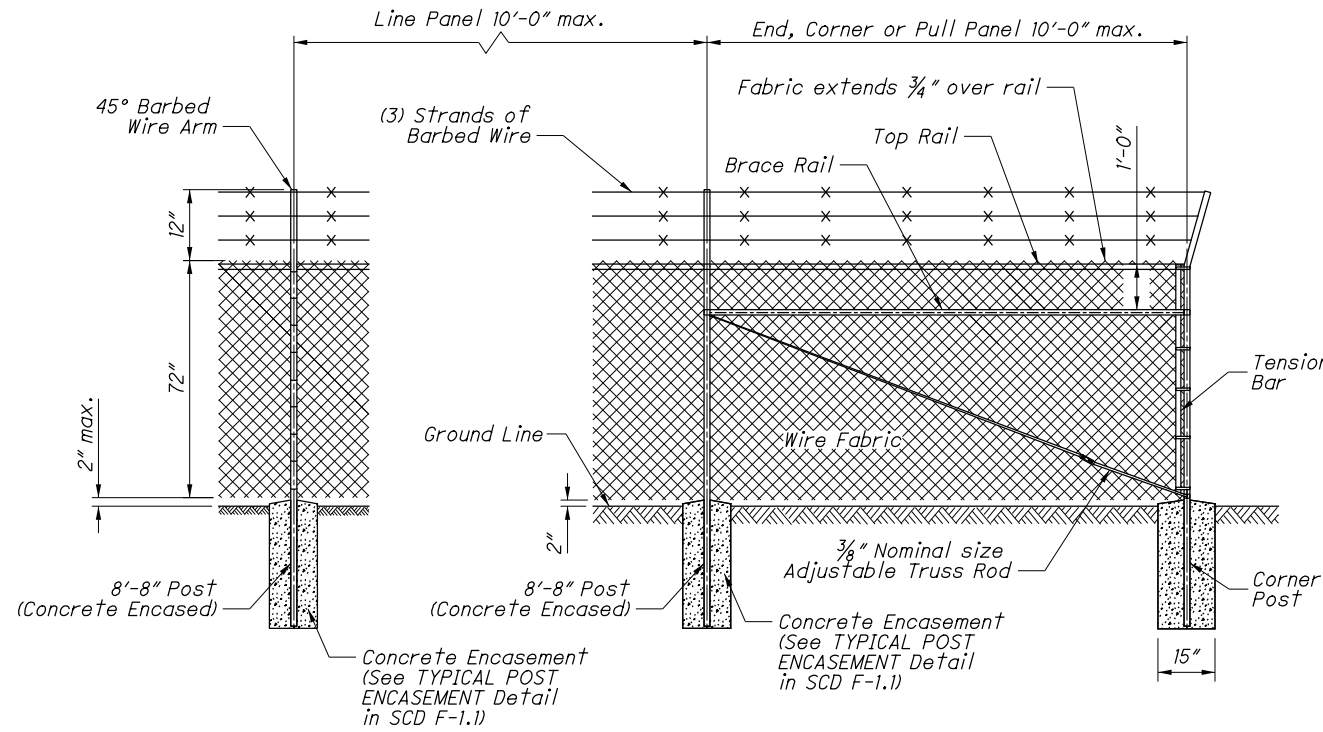
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FEDERAL AVIATION ADMINISTRATION
 SOUTHWEST REGIONAL OFFICE
 OBSTRUCTION EVALUATION GROUP
 10101 HILLWOOD PARKWAY
 FORT WORTH, TX 76177
 FAX: (817) 222-5920
 HTTP://CEAAA.FAA.GOV

OHIO DEPARTMENT OF TRANSPORTATION
 OFFICE OF AVIATION
 2829 WEST DUBLIN-GRANVILLE ROAD
 COLUMBUS, OHIO 43235
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PROTECTION OF RIGHT-OF-WAY LANDSCAPING (CONT.)

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ALL WATER WORKS MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS AND THE STANDARD DETAILS OF THE WARREN COUNTY

WATER WORKS NOTES

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THE FOLLOWING STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER ARE INCLUDED IN THE PROJECT BY REFERENCE: W-2, W-3, W-4, W-7, W-14, W-15D, W-17, W-19, W-20, W-23, W-26A, W-26B, WG-1A, WG-1B, AND WG-2.

ITEM 690, SPECIAL - WATER WORK, MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)

DESCRIPTION: WHERE SHOWN ON THE DRAWINGS, FURNISH AND INSTALL COMPLETE LARGE DOMESTIC WATER METER PIT IN ACCORDANCE WITH THE RULES, REGULATIONS, AND STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER. THE LIMITS OF CONSTRUCTION ARE BETWEEN THE GATE VALVE SHOWN ON THE UPSTREAM AND DOWNSTREAM SIDES OF THE METER PIT. WATER PIPE TO BE INSTALLED BETWEEN THE GATE VALVES SHALL BE INCLUDED IN THIS ITEM. WORK IN THIS ITEM SHALL INCLUDE ALL COORDINATION AND COMMISSIONING NECESSARY TO PROVIDE A FULLY FUNCTIONAL AND ACCEPTED SYSTEM.

BASIS OF PAYMENT: PAYMENT FOR THE WORK DESCRIBED SHALL BE INCLUDED IN THE UNIT PRICE BID AND SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: CONCRETE ENCASEMENT (WARREN COUNTY)

DESCRIPTION: WHERE SHOWN ON THE DRAWINGS, PROVIDE FULL CONCRETE ENCASEMENT AT WATER LINES IN ACCORDANCE WITH THE RULES, REGULATIONS, AND STANDARD DETAILS OF THE WARREN COUNTY DEPARTMENT OF WATER & SEWER. THE COST OF FURNISHING AND INSTALLING THE WATER LINE, INCLUDING TRENCH EXCAVATION AND BACKFILL, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER LINES.

METHOD OF MEASUREMENT: THE DEPARTMENT WILL MEASURE CONCRETE ENCASEMENT (WARREN COUNTY) BY THE NUMBER OF FEET OF CONCRETE ENCASEMENT, MEASURED ALONG THE CENTERLINE OF THE WATER LINE.

BASIS OF PAYMENT: PAYMENT FOR THE WORK DESCRIBED SHALL BE INCLUDED IN THE UNIT PRICE BID AND SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE

THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND AND LOWER THE EXISTING WATER SERVICE LINE WHICH CROSS SR 63 AT APPROXIMATELY STA. 157+98 AND 172+50.00. AS PART OF THE WORK AT STA. 172+50.00 THE CONTRACTOR SHALL ALSO LOWER/RELOCATE/REMOVE THE EXISTING LATERAL LINE AND FIRE HYDRANT LOCATED APPROXIMATELY AT STA. 173+80.00 ON THE NORTH SIDE OF SR 63 WHICH ARE IMPACTED DUE TO CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE WATERLINE UNDER SR 63 PAVEMENT SHALL BE ENCASED AND BORED OR JACKED. THE SIZE OF THE EXISTING SERVICE LINES ARE UNKNOWN, FOR BIDDING PURPOSES ASSUMME 6 INCHES.

PAYMENT FOR THE ABOVE WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, MATERIALS (INCLUDING TAPPING SLEEVES), AND ANY INCIDENTALS TO COMPLETE THE WORK.

ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98.00 LS
 ITEM 690, SPECIAL - WATER WORK, MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+50.00 LS

MONUMENT ASSEMBLIES

CONSTRUCT MONUMENT ASSEMBLIES IN ACCORDANCE WITH THE DETAILS SHOWN ON THE STANDARD CONSTRUCTION DRAWINGS AND AT THE LOCATIONS SHOWN ON SHEET NO. 4. FOLLOWING QUANTITIES ARE CARRIED TO GENERAL SUMMARY:

ITEM 623 MONUMENT ASSEMBLY ADJUSTED TO GRADE 7 EACH
 ITEM 623 REFERENCE MONUMENT, TYPE A 24 EACH

GENERAL NOTES

DESIGN AGENCY

JACOBS

DESIGNER

MJA

REVIEWER

RN 08/22/23

PROJECT ID

112121

SHEET

TOTAL

16 436

WAR-63-0.83

MODEL: Sheet PAPER SIZE: 17x11 (in.) DATE: 10/13/2023 TIME: 12:15:56 PM USER: rnumma pwc\Project\WiseA\WiseA\WiseA\Documents\C6A18200 - SR 63 Reconstruction\Design\112121\1400-Engineering\Roadway\Sheets\112121_GN003.dgn

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E20010	HEADWALL REMOVED		9	EACH		
202E23000	PAVEMENT REMOVED		77742	SY		
202E32000	CURB REMOVED		1631	FT		
202E35100	PIPE REMOVED, 24" AND UNDER		2263	FT		
202E35200	PIPE REMOVED, OVER 24"		20	FT		
202E38000	GUARDRAIL REMOVED		4940	FT		
202E58000	MANHOLE REMOVED		4	EACH		
202E58100	CATCH BASIN REMOVED		14	EACH		
202E75000	FENCE REMOVED		8599	FT		
202E75250	GATE REMOVED		6	EACH		
202E98100	REMOVAL MISC.:	STEEL POST	8	EACH		
202E98100	REMOVAL MISC.:	BRICK PILLARS	2	EACH		
202E98200	REMOVAL MISC.:	PVC FENCE FOR STORAGE	123	FT		
202E98200	REMOVAL MISC.:	DECORATIVE BRICK CURB	87	FT		
202E98200	REMOVAL MISC.:	ABANDONDED GAS LINE REMOVAL AND DISPOSAL	5200	FT		
202E98200	REMOVAL MISC.:	ABANDONED WATER SERVICE LINE AND DISPOSAL	650	FT		
203E10000	EXCAVATION		64194	CY		
203E10001	EXCAVATION, AS PER PLAN		953	CY		
203E20000	EMBANKMENT		58214	CY		
204E10000	SUBGRADE COMPACTION		828	SY		
204E13000	EXCAVATION OF SUBGRADE		322	CY		
204E30020	GRANULAR MATERIAL, TYPE C		322	CY		
204E45000	PROOF ROLLING		62	HOUR		
204E50000	GEOTEXTILE FABRIC		828	SY		
206E10500	CEMENT		3717	TON		
206E11000	CURING COAT		123043	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		123043	SY		
206E30001	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN		1	LS		
606E15050	GUARDRAIL, TYPE MGS		5775	FT		
606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS		2250	FT		
606E15150	GUARDRAIL, TYPE MGS HALF POST SPACING		325	FT		
606E15200	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		100	FT		
606E15250	GUARDRAIL, TYPE MGS QUARTER POST SPACING		312.5	FT		
606E15300	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		350	FT		
606E26150	ANCHOR ASSEMBLY, MGS TYPE E	, MASH 2016	14	EACH		
606E26550	ANCHOR ASSEMBLY, MGS TYPE T		12	EACH		
606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		1	EACH		
606E35102	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		1	EACH		
607E15000	FENCE, TYPE 47		6131	FT		
607E61111	GATE REBUILT, AS PER PLAN		2	EACH		
607E98000	FENCE, MISC.:	SECURITY FENCE	1752	FT		
623E11000	PROVIDING ELECTRONIC INSTRUMENTATION		1	LS		
623E11100	TECHNICAL ASSISTANCE		8	HOUR		
623E39500	MONUMENT ASSEMBLY ADJUSTED TO GRADE		7	EACH		
623E40500	REFERENCE MONUMENT, TYPE A		24	EACH		
625E32000	GROUND ROD		11	EACH		
690E98000	SPECIAL -	SETTLEMENT PLATFORMS	2	EACH		
690E98400	SPECIAL -	LOCATE PRIVATE UTILITIES	1	LS		
690E98400	SPECIAL -	MAINTAIN EXISTING PRIVATE SIGN	1	LS		
690E98400	SPECIAL -	CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	1	LS		
690E98400	SPECIAL -	PRIVATE SIGN, AS PER PLAN	1	LS		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E11000	RIPRAP, TYPE D		46	SY		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		306	SY		
601E21060	TIED CONCRETE BLOCK MAT WITH TYPE 2 UNDERLAYMENT		731	SY		
601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER		51	CY		
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER		58	CY		
601E45050	BIORETENTION CELL		1013	CY		
659E00100	SOIL ANALYSIS TEST		8	EACH		
659E00300	TOPSOIL		13334	CY		
659E10000	SEEDING AND MULCHING		120122	SY		
659E14000	REPAIR SEEDING AND MULCHING		6007	SY		
659E15000	INTER-SEEDING		6007	SY		
659E20000	COMMERCIAL FERTILIZER		17	TON		
659E31000	LIME		25	ACRE		
659E35000	WATER		665	MGAL		
659E40000	MOWING		271	MSF		
670E00500	SLOPE EROSION PROTECTION		2216	SY		
670E00700	DITCH EROSION PROTECTION		7272	SY		
671E15000	EROSION CONTROL MAT, TYPE A		1330	SY		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE		1	LS		
832E30000	EROSION CONTROL		200000	EACH		
836E10000	SEEDING AND EROSION CONTROL WITH TURF REINFORCING MAT, TYPE 1		2104	SY		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		7	CY		
605E05101	4" SHALLOW PIPE UNDERDRAINS, AS PER PLAN		1609	FT		
605E11100	6" SHALLOW PIPE UNDERDRAINS		24951	FT		
605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS		7623	FT		
605E14000	6" BASE PIPE UNDERDRAINS		37497	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E00200	4" CONDUIT, TYPE C	, 707.33, 707.42 OR 707.45	540	FT		
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS		1731	FT		
611E00900	6" CONDUIT, TYPE B		100	FT		
611E01400	6" CONDUIT, TYPE E		50	FT		
611E01500	6" CONDUIT, TYPE F		100	FT		
611E04400	12" CONDUIT, TYPE B		1664	FT		
611E04600	12" CONDUIT, TYPE C		103	FT		
611E04900	12" CONDUIT, TYPE D		184	FT		
611E05900	15" CONDUIT, TYPE B		285	FT		
611E06100	15" CONDUIT, TYPE C		20	FT		
611E06400	15" CONDUIT, TYPE D		200	FT		
611E07400	18" CONDUIT, TYPE B		322	FT		
611E07600	18" CONDUIT, TYPE C		175	FT		
611E07900	18" CONDUIT, TYPE D		300	FT		
611E09100	21" CONDUIT, TYPE C		460	FT		
611E10400	24" CONDUIT, TYPE B		333	FT		
611E10600	24" CONDUIT, TYPE C		19	FT		
611E10900	24" CONDUIT, TYPE D		23	FT		
611E22200	54" CONDUIT, TYPE A	, 707.02(0.138) (ALUMINIZED)	48	FT		
611E27000	78" CONDUIT, TYPE A	, 707.02(0.168) (ALUMINIZED)	20	FT		
611E96600	CONDUIT, BORED OR JACKED	, 24", 748.06	158	FT		
611E96600	CONDUIT, BORED OR JACKED	, 30", 748.06	125	FT		
611E98150	CATCH BASIN, NO. 3		3	EACH		
611E98180	CATCH BASIN, NO. 3A		20	EACH		
611E98300	CATCH BASIN, NO. 5		6	EACH		
611E98370	CATCH BASIN, NO. 6		2	EACH		
611E98470	CATCH BASIN, NO. 2-2B		2	EACH		
611E99574	MANHOLE, NO. 3		3	EACH		
611E99654	MANHOLE ADJUSTED TO GRADE		2	EACH		
611E99660	MANHOLE RECONSTRUCTED TO GRADE		2	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E99710	PRECAST REINFORCED CONCRETE OUTLET		27	EACH		
DRAINAGE TOTALS						
PAVEMENT						
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	, 3.25"	25269	SY		
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		16547	CY		
301E56100	ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS)		112	CY		
304E20000	AGGREGATE BASE		20415	CY		
407E10000	TACK COAT		50	GAL		
407E20000	NON-TRACKING TACK COAT		18730	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		30	CY		
442E00100	ANTI-SEGREGATION EQUIPMENT		12955	CY		
442E10000	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)		5980	CY		
442E10080	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (446)		6975	CY		
442E22300	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (449)	, LEVELLING	29	CY		
609E23000	COMBINATION CURB AND GUTTER, TYPE 4		3463	FT		
609E24510	CURB, TYPE 4-C		18	FT		
690E98400	SPECIAL -	QUALITY ASSURANCE INCLUDING MONITORING	1	LS		
872E10000	VOID REDUCING ASPHALT MEMBRANE (VRAM)		85852	FT		
PAVEMENT TOTALS						
WATER WORKS						
690E98000	SPECIAL -	4" GATE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	16" X 16" TAPPING SLEEVE, VALVE AND VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	CUT AND PLUG EXISTING 16" WATER LINE (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	2" AIR RELEASE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98100	SPECIAL -	16" WATER MAIN DIP AND FITTINGS (WARREN COUNTY)	307	FT		
690E98100	SPECIAL -	4" WATER MAIN POLYVINLYL CHLORIDE PIPE AND FITTINGS(WARREN COUNTY)	3500	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASEMENT, BORED OR JACKED (WARREN COUNTY)	220	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASEMENT, OPEN CUT (WARREN COUNTY)	70	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
690E98100	SPECIAL -	24" STEEL PIPE ENCASEMENT BORED OR JACKED (WARREN COUNTY)	138	FT		
690E98100	SPECIAL -	MISC.: CONCRETE ENCASEMENT (WARREN COUNTY)	75	FT		
690E98400	SPECIAL -	MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+59	1	LS		
WATER WORKS TOTALS						
TRAFFIC CONTROL						
621E00100	RPM		1198	EACH		
621E54000	RAISED PAVEMENT MARKER REMOVED		370	EACH		
626E00110	BARRIER REFLECTOR, TYPE 2	, BI-DIRECTIONAL	124	EACH		
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		933	FT		
630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST		36	FT		
630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST		39	FT		
630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7		34	FT		
630E08600	SIGN POST REFLECTOR		12	EACH		
630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION		2	EACH		
630E80100	SIGN, FLAT SHEET		463	SF		
630E80200	SIGN, GROUND MOUNTED EXTRUSHEET		30	SF		
630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION		2	EACH		
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL		101	EACH		
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION		2	EACH		
630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL		95	EACH		
630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL		3	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
644E00104	EDGE LINE, 6"		1.21	MILE		
644E00204	LANE LINE, 6"		0.12	MILE		
644E00300	CENTER LINE		0.79	MILE		
644E00404	CHANNELIZING LINE, 12"		2426	FT		
644E00500	STOP LINE		748	FT		
644E00700	TRANSVERSE/DIAGONAL LINE		3570	FT		
644E00720	CHEVRON MARKING		295	FT		
644E00900	ISLAND MARKING		308	SF		
644E01000	RAILROAD SYMBOL MARKING		4	EACH		
644E01300	LANE ARROW		152	EACH		
644E01350	LANE REDUCTION ARROW		4	EACH		
644E01510	DOTTED LINE, 6"		660	FT		
807E14010	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, EDGE LINE, 6"		5.9	MILE		
807E14110	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, LANE LINE, 6"		5.4	MILE		
807E14200	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CENTER LINE		5.4	MILE		
807E14310	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CHANNELIZING LINE, 12"		7125	FT		
807E14410	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, DOTTED LINE, 6"		1021	FT		
850E10000	GROOVING FOR 4" RECESSED PAVEMENT MARKING, (ASPHALT)		10.8	MILE		
850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		11.2	MILE		
850E10110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		1021	FT		
850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT)		7125	FT		
TRAFFIC CONTROL TOTALS						
TRAFFIC SIGNALS						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
625E00460	CONNECTION, UNFUSED PULL APART		8	EACH		
625E18300	BRACKET ARM, 18'		3	EACH		
625E18400	BRACKET ARM, 20'		3	EACH		
625E18500	BRACKET ARM, 25'		1	EACH		
625E18510	BRACKET ARM, 30'		1	EACH		
625E23304	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE		3754	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		1098	FT		
625E25104	CONDUIT, 1", 725.051		165	FT		
625E25408	CONDUIT, 2", 725.051		104	FT		
625E25504	CONDUIT, 3", 725.051		94	FT		
625E25604	CONDUIT, 4", 725.051		162	FT		
625E25908	CONDUIT, JACKED OR DRILLED, 725.052	, 4"	2465	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	, WITH PHOTOCELL	8	EACH		
625E29002	TRENCH, 24" DEEP		531	FT		
625E30706	PULL BOX, 725.08, 24"		13	EACH		
625E31600	PULL BOX, MISC.:	REUSE EXISTING PULL BOX	2	EACH		
625E32000	GROUND ROD		17	EACH		
630E79200	SIGN ATTACHMENT ASSEMBLY, MAST ARM		20	EACH		
630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED		17	EACH		
630E80100	SIGN, FLAT SHEET		236	SF		
632E05006	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		22	EACH		
632E05064	VEHICULAR SIGNAL HEAD, (LED), 4-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		3	EACH		
632E05086	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		8	EACH		
632E25000	COVERING OF VEHICULAR SIGNAL HEAD		33	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG		10231	FT		
632E64010	SIGNAL SUPPORT FOUNDATION		8	EACH		
632E64020	PEDESTAL FOUNDATION		4	EACH		
632E67300	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG		582	FT		
632E70001	POWER SERVICE, AS PER PLAN		3	EACH		
632E70200	CONDUIT RISER, 1" DIAMETER		2	EACH		
632E79151	COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 14, AS PER PLAN		8	EACH		
632E89905	PEDESTAL, 10', TRANSFORMER BASE, AS PER PLAN		4	EACH		
632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM	, CABINET	1	EACH		
632E90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN		1	EACH		
633E65521	CABINET, TYPE 332, AS PER PLAN		3	EACH		
633E67100	CABINET FOUNDATION		3	EACH		
633E67200	CONTROLLER WORK PAD		3	EACH		
633E68511	COMMUNICATIONS, AS PER PLAN		3	EACH		
633E75001	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN		3	EACH		
809E60000	CCTV IP-CAMERA SYSTEM, DOME-TYPE		3	EACH		
809E69001	ADVANCE RADAR DETECTION, AS PER PLAN		6	EACH		
809E69101	STOP LINE RADAR DETECTION, AS PER PLAN		11	EACH		
809E69123	ATC CONTROLLER, AS PER PLAN	, V6.24, (PROGRAM & INSTALL ONLY)	3	EACH		
824E00011	SYSTEM ANALYSIS, AS PER PLAN		1	LS		
TRAFFIC SIGNALS TOTALS						
RETAINING WALLS						

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN		1	LS		
203E10000	EXCAVATION		172	CY		
503E21330	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		84712	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		292	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		404	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		18	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		366	SY		
512E33000	TYPE 2 WATERPOOFING		28	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		98	SF		
518E20000	PREFABRICATED GEOCOMPOSITE DRAIN		348	SY		
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE		254	FT		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		126	SY		
RETAINING WALLS TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486)						
202E11000	STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		3776	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		8	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		29	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		2	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		41	SY		
512E33000	TYPE 2 WATERPROOFING		171	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		34	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		10	CY		
601E11000	RIPRAP, TYPE D		43	SY		
601E32110	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER		34	CY		
611E95600	12' X 4' CONDUIT, TYPE A, 706.05		92	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486) TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514)						
202E11200	PORTIONS OF STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		1908	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		4	CY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
511E46510	CLASS QC1 CONCRETE, FOOTING		15	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		1	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		21	SY		
512E33000	TYPE 2 WATERPROOFING		40	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		15	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		5	CY		
601E32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER		50	CY		
611E96300	14' X 4' CONDUIT, TYPE A, 706.05		18	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514) TOTALS						
MAINTENANCE OF TRAFFIC						
410E11000	TRAFFIC COMPACTED SURFACE, TYPE B		500	CY		
614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE		80	HOUR		
614E12380	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL)		41	EACH		
614E12460	WORK ZONE MARKING SIGN		10	EACH		
614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN		860	EACH		
614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC		500	CY		
614E13310	BARRIER REFLECTOR, TYPE 1	, BIDIRECTIONAL	381	EACH		
614E13360	OBJECT MARKER, TWO WAY		381	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	TEMPORARY TRAFFIC SIGNAL INSTALLATION	2	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	ADJUST EXISTING TRAFFIC SIGNAL HEADS	1	EACH		
614E20000	WORK ZONE LANE LINE, CLASS I, 4"		6.5	MILE		
614E20550	WORK ZONE LANE LINE, CLASS III, 4", 642 PAINT		5.5	MILE		
614E21000	WORK ZONE CENTER LINE, CLASS I		16	MILE		
614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT		6.6	MILE		
614E22000	WORK ZONE EDGE LINE, CLASS I, 4"		21.3	MILE		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
614E22350	WORK ZONE EDGE LINE, CLASS III, 4", 642 PAINT		6.8	MILE		
614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8"		19277	FT		
614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 8", 642 PAINT		9974	FT		
614E24000	WORK ZONE DOTTED LINE, CLASS I		836	FT		
614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I		1910	FT		
614E26000	WORK ZONE STOP LINE, CLASS I		585	FT		
614E30000	WORK ZONE ARROW, CLASS I		119	EACH		
614E32000	WORK ZONE RAILROAD SYMBOL MARKING, CLASS I		2	EACH		
615E10000	ROADS FOR MAINTAINING TRAFFIC		1	LS		
615E25001	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN		12292	SY		
616E10000	WATER		285	MGAL		
622E41100	PORTABLE BARRIER, UNANCHORED		17017	FT		
622E41110	PORTABLE BARRIER, ANCHORED		1970	FT		
642E00720	CHEVRON MARKING, TYPE 1		124	FT		
MAINTENANCE OF TRAFFIC TOTALS						
INCIDENTALS						
108E10000	CPM PROGRESS SCHEDULE		1	LS		
614E11000	MAINTAINING TRAFFIC		1	LS		
619E16020	FIELD OFFICE, TYPE C		24	MNTH		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTALS TOTALS						
TOTAL COST PART 1						

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
PART 2						
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E23000	PAVEMENT REMOVED		15	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
202E75000	FENCE REMOVED		206	FT		
202E98400	REMOVAL MISC: CONCRETE PAD REMOVAL		106	SF		
203E10000	EXCAVATION		2519	CY		
203E20000	EMBANKMENT		176	CY		
204E45000	PROOF ROLLING		3	HOUR		
206E10500	CEMENT		52	TON		
206E11000	CURING COAT		8349	SY		
206E15010	CEMENT STABILIZED SUBGRADE, 12 INCHES DEEP		8349	SY		
206E30000	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS		1	LS		
607E23000	FENCE , TYPE CLT		145	FT		
607E61111	GATE REBUILT, AS PER PLAN		1	EACH		
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		6	SY		
659_00300	TOPSOIL		541	CY		
659E10000	SEEDING AND MULCHING		4874	SY		
659E14000	REPAIR SEEDING AND MULCHING		244	SY		
659E20000	COMMERCIAL FERTILIZER		0.66	TON		
659E31000	LIME		1	ACRE		
659E35000	WATER		26.32	MGAL		
832E30000	EROSION CONTROL		3000	EACH		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION INSPECTION SOFTWARE		1	LS		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		0.5	CY		
605E14000	6" BASE PIPE UNDEERDRAINS		1935	FT		
611E00510	6" CONDUIT TYPE F FOR UNDERDRAIN OUTLETS		20	FT		
611E04200	12" CONDUIT, TYPE A, 707.01 (ALUMINIZED),	706.02 OR 707.33	47	FT		
611E99710	PRECAST REINCORCED OUTLET		4	EACH		
DRAINAGE TOTALS						
LIGHTING						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		
625E00480	CONNECTION, UNFUSED PERMANENT		3	EACH		
625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT8B30		8	EACH		
625E14000	LIGHT POLE FOUNDATION, 24' X 6' DEEP		8	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
625E23302	NO. 6 AWG 2400 VOLT DISTRIBUTION CABLE		3600	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		608	FT		
625E25400	CONDUIT, 2". 725.04		1093	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	IES-II-M,LED,9,000-11,000 LUMENS	8	EACH		
625E29000	TRENCH		1093	FT		
625E30700	PULL BOX, 725.08, 18"		2	EACH		
625E32000	GROUND ROD		9	EACH		
625E34001	POWER SERVICE, AS PER PLAN		1	EACH		
625E36010	UNDERGROUND WARNING/MARKING TAPE		1093	FT		
625E76000	ARCH FLASH CALCULATIONS AND LABEL (CC-'A')		1	EACH		
LIGHTING TOTALS						
PAVEMENT						
302E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		344	CY		
304E20000	AGGREGATE BASE		518	CY		
407E20000	NON-TRACKING TACK COAT		1084	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		106	CY		
441E70300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)		148	CY		
PAVEMENT TOTALS						
TRAFFIC CONTROL						
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		26	FT		
630E08600	SIGN POST REFLECTOR		2	EACH		
630E80100	SIGN, FLATSHEET		14	SF		
642_00100	EDGE LINE, 4", TYPE 1		0.41	MILE		
642E00800	CENTER LINE, TYPE 1		0.22	MILE		
642E00500	STOP LINE, TYPE 1		22	FT		
TRAFFIC CONTROL TOTALS						
MISCELLANEOUS STRUCTURE						
690E98400	SPECIAL-	ODRC ENTRANCE SIGN	1	LS		
MISCELLANEOUS STRUCTURE TOTAL						
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LS		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTAL TOTALS						
TOTAL COST PART 2						

SHEET NUM.											PART.		ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
14	15	16	78	79	80	81	81A			88	CTY							
ROADWAY																		
LUMP											LUMP	201	11000	LS		CLEARING AND GRUBBING	14	
			9								9	202	20010	9	EACH	HEADWALL REMOVED		
						77,742					77,742	202	23000	77,742	SY	PAVEMENT REMOVED		
			1,631								1,631	202	32000	1,631	FT	CURB REMOVED		
			2,263								2,263	202	35100	2,263	FT	PIPE REMOVED, 24" AND UNDER		
			20								20	202	35200	20	FT	PIPE REMOVED, OVER 24"		
			4,940								4,940	202	38000	4,940	FT	GUARDRAIL REMOVED		
			4								4	202	58000	4	EACH	MANHOLE REMOVED		
			14								14	202	58100	14	EACH	CATCH BASIN REMOVED		
			8,599								8,599	202	75000	8,599	FT	FENCE REMOVED		
			6								6	202	75250	6	EACH	GATE REMOVED		
			8								8	202	98100	8	EACH	REMOVAL MISC.:STEEL POST		
			2								2	202	98100	2	EACH	REMOVAL MISC.:BRICK PILLARS	14	
			123								123	202	98200	123	FT	REMOVAL MISC.:PVC FENCE FOR STORAGE	16	
			87								87	202	98200	87	FT	REMOVAL MISC.:DECORATIVE BRICK CURB	97	
5,200											5,200	202	98200	5,200	FT	REMOVAL MISC.:ABANDONED GAS LINE REMOVAL AND DISPOSAL	14	
650											650	202	98200	650	FT	REMOVAL MISC.: ABANDONED WATER SERVICE LINE AND DISPOSAL	14	
2,123					62,071						64,194	203	10000	64,194	CY	EXCAVATION		
										953	953	203	10001	953	CY	EXCAVATION, AS PER PLAN	91	
2,123					56,023						58,214	203	20000	58,214	CY	EMBANKMENT		
				828							828	204	10000	828	SY	SUBGRADE COMPACTION		
				322							322	204	13000	322	CY	EXCAVATION OF SUBGRADE		
				322							322	204	30020	322	CY	GRANULAR MATERIAL, TYPE C		
62											62	204	45000	62	HOUR	PROOF ROLLING	14	
				828							828	204	50000	828	SY	GEOTEXTILE FABRIC		
				3,717							3,717	206	10500	3,717	TON	CEMENT		
				123,043							123,043	206	11000	123,043	SY	CURING COAT		
				123,043							123,043	206	15020	123,043	SY	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		
		LUMP									LUMP	206	30001	LS		MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN	16	
				5,775							5,775	606	15050	5,775	FT	GUARDRAIL, TYPE MGS		
				2,250							2,250	606	15100	2,250	FT	GUARDRAIL, TYPE MGS WITH LONG POSTS		
				325							325	606	15150	325	FT	GUARDRAIL, TYPE MGS HALF POST SPACING		
				100							100	606	15200	100	FT	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		
				312.5							312.5	606	15250	312.5	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING		
				350							350	606	15300	350	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		
				14							14	606	26150	14	EACH	ANCHOR ASSEMBLY, MGS TYPE E, MASH 2016		
				12							12	606	26550	12	EACH	ANCHOR ASSEMBLY, MGS TYPE T		
				1							1	606	35002	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		
				1							1	606	35102	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		
							6,131				6,131	607	15000	6,131	FT	FENCE, TYPE 47		
							2				2	607	61111	2	EACH	GATE REBUILT, AS PER PLAN	16	
							1,752				1,752	607	98000	1,752	FT	FENCE, MISC.:SECURITY FENCE	16	
		LUMP									LUMP	623	11000	LS		PROVIDING ELECTRONIC INSTRUMENTATION	15	
		8									8	623	11100	8	HOUR	TECHNICAL ASSISTANCE	15	
		7									7	623	39500	7	EACH	MONUMENT ASSEMBLY ADJUSTED TO GRADE	16	
		24									24	623	40500	24	EACH	REFERENCE MONUMENT, TYPE A	16	
							11				11	625	32000	11	EACH	GROUND ROD		
		2									2	SPECIAL	69098000	2	EACH	SETTLEMENT PLATFORMS	15	
LUMP											LUMP	SPECIAL	69098400	LS		LOCATE PRIVATE UTILITIES	14	
LUMP											LUMP	SPECIAL	69098400	LS		MAINTAIN EXISTING PRIVATE SIGN	14	
LUMP											LUMP	SPECIAL	69098400	LS		CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	15	
LUMP											LUMP	SPECIAL	69098400	LS		PRIVATE SIGN, AS PER PLAN	14	
		LUMP									LUMP	878	25000	LS		INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS	15	

GENERAL SUMMARY

DESIGN AGENCY
JACOBS
 DESIGNER
 REVIEWER
 RN 08/22/23
 PROJECT ID
 112121
 SHEET TOTAL
 73 436



Addendum #2
October 9th, 2023

WAR SR63 0.83 (PID 112121)

Attached is the Bid Proposal page with changes highlighted.

Attached is the Bid Proposal Spreadsheets (14 sheets) with changes to Item 203 and added Item 512. A hard copy filled out by the contractor shall be submitted with the bid.

Also, available for your use upon request is a Bid Proposal excel spreadsheet. Please email dan.corey@co.warren.oh.us to request the excel spreadsheet.

Completion Date shall be July 31, 2026.

Revised Utility Note dated October 6, 2023, attached. The Revised Utility Note change is under Duke Energy Gas as follows:

The other two segments from Station 137+65 LT to Station 173+40 LT and Station 189+98 LT to Station 217+64 LT shall be completed by **April 30, 2024**.

Written questions ask by contractors:

Question #1) Plan sheet 363 for the retaining wall shows some details at the bottom of the sheet for expansion and contraction joint details. They both show a 3 FT wide strip of type 2 waterproofing. There is no bid item for this type 2 waterproofing, can you please create one.

Answer #1) Bid items added.

Question #2) In order to secure railroad insurance please provide the number of trains per day through this location.

Answer #2) For your use I provide the following, in ODOT PID 109049 Plan Set page 26 of 100 a portion of the sheet is attached.

Federal-Aid Policy Guide 23 CFR 646A as amended.

The corporate name and address of the "Named Insured" as listed on the policy shall be as follows:

Indiana & Ohio Railway Company
c/o Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Dr., S. Suite 160
Jacksonville, FL. 32224

Common Policy Conditions form

Any other endorsement/form not specifically authorized above.

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

0 Passenger trains per day @ _____ miles per hour.

3 Freight trains per week @ 10 miles per hour.

Question #3) There is a bid item for 77,742 SY of Pavement Removal. However, after inspection of the cross sections it appears quantity for pavement removal is also quantified in the cross sections as Excavation (see attached example). Can the TID please verify and update the appropriate quantities?

Answer #3) See attached Bid Proposal. Item 203 Excavation has been revised.

Question #4) Maintaining Traffic Note on sheet 17/436 states it is the intention to perform the required work with the least inconvenience and the maximum safety of the contractor and traveling public. However, it goes on to state temporary pavement must be constructed overnight from 7p to 6a using flaggers. In order to construct the temporary pavement approximately 2,366 CY of excavation and 1,295 CY of embankment needs to be completed along with approximately 5,600 TN's of asphalt. It is the opinion of the Contractor that flagging at night to complete this work provides unnecessary risk and an unsafe work environment. Will the TID please consider allowing this work to be constructed during the day using flaggers?

Answer #4) Based on the ADT of this section of SR 63 – ODOT will not allow revisions to the Lane Value Contract Table for lane closures. Therefore, no daytime lane restrictions with flaggers will be allowed. The OMUTCD and ODOT SCD make provisions for flagging at night. ODOT will allow shoulder closures to be utilized during daytime with no time

restrictions. The section requiring embankment construction between Sta. 163+00 to Sta 166+00 Left offers a wide shoulder for this situation allowed by ODOT.

Question #5) Interim Completion Requirements Note on sheet 16A/436 states all contract items of work shall be complete except asphalt surface course, final pavement markings and RPMs. Does the intermediate course in areas of the 3.25" mill/fill also need to be completed prior to the interim completion date?

Answer #5) Yes, the intermediate course shall be required to be completed to provide a smooth pavement cross slope and achieve proper grade within this section over the winter months.

Question #6) Contract Completion Date Note on sheet 16A/436 states the final completion date is 6/15/2026. However, the Bid Proposal states the completion date is 6/30/2026. Please clarify.

Answer #6) This is revised per this addendum. Contract completion date of July 31, 2026.

Question #7) Contract Completion Date Note on sheet 16A/436 states the contractor shall return to work on or before May 1, 2026 to complete the final asphalt surface, pavement markings and RPMs. Lane Value Contract Table on sheet 17/436 requires all lanes to be maintained from 6a-7p which would require asphalt surface course to be paved at night from 7p-6a. Historically, it has been difficult to pave 442 12.5MM TY A surface at night during the month of May due to minimum temperature requirements. Additionally, the final pavement markings are grooved and recessed wet reflective which require about twice as long to place as traditional thermoplastic. There is not enough time to complete the required work from 5/1/26 to 6/15/26. Can the TID please consider moving the final completion date?

Answer #7) The work timeframe in 2026 is revised by this addendum to remove the month of May and shift the surface placement to June and July 2026 with additional time to complete the pavement markings.

BID PROPOSAL

PROJECT NO. 2023-04

WAR-SR63-0.83, Turtlecreek Township, Warren County, Ohio

TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT :

The undersigned certifies that he/she has examined the Plans and Specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased, if the bid is a unit price bid.

The undersigned submits with the following bid a bid guarantee for the amount, as set forth in Section 200.5 of the General Provisions, and proposes to furnish all labor, equipment, and materials necessary for the construction of PROJECT NO. 2023-04: **WAR-SR63-0.83** in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, The Ohio Department of Transportation Bridge Design manual, and the Technical Specifications contained in the Construction Drawings, under the most current versions of the aforementioned drawings and specifications and in force on the date of letting shall be enforced by the Warren County Transportation Improvement District:

PROJECT NO. 2023-04, WAR-SR63-0.83

TOTAL ENGINEER'S ESTIMATE: \$ 19,000,000.00

Please enter the total cost of the Bid Proposal, OBTAINED FROM THE ATTACHED WORKSHEET(S), in the space below:

TOTAL BID PART 1 AMOUNT: _____

TOTAL BID PART 2 AMOUNT: _____

TOTAL BID PART 1 AND PART 2 AMOUNT: _____

Amount of Guaranty: Each Proposal must be accompanied by a bond in the sum of One Hundred (100) percent (%) of the Bid Amount or a CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT pursuant to Chapter 1305 of the Ohio Revised Code in the sum of ten (10) percent (%) of the Bid Amount on a solvent bank as a guarantee that if the Proposal is accepted a contract will be entered into.

BID OPENING DATE: **Thursday, October 19th, 2023**

BIDS RECEIVED BY: **11:00 A.M. Local Time**

DATE OF COMPLETION: July 31, 2026

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E20010	HEADWALL REMOVED		9	EACH		
202E23000	PAVEMENT REMOVED		77742	SY		
202E32000	CURB REMOVED		1631	FT		
202E35100	PIPE REMOVED, 24" AND UNDER		2263	FT		
202E35200	PIPE REMOVED, OVER 24"		20	FT		
202E38000	GUARDRAIL REMOVED		4940	FT		
202E58000	MANHOLE REMOVED		4	EACH		
202E58100	CATCH BASIN REMOVED		14	EACH		
202E75000	FENCE REMOVED		8599	FT		
202E75250	GATE REMOVED		6	EACH		
202E98100	REMOVAL MISC.:	STEEL POST	8	EACH		
202E98100	REMOVAL MISC.:	BRICK PILLARS	2	EACH		
202E98200	REMOVAL MISC.:	PVC FENCE FOR STORAGE	123	FT		
202E98200	REMOVAL MISC.:	DECORATIVE BRICK CURB	87	FT		
202E98200	REMOVAL MISC.:	ABANDONDED GAS LINE REMOVAL AND DISPOSAL	5200	FT		
202E98200	REMOVAL MISC.:	ABANDONED WATER SERVICE LINE AND DISPOSAL	650	FT		
203E10000	EXCAVATION		64194	CY		
203E10001	EXCAVATION, AS PER PLAN		953	CY		
203E20000	EMBANKMENT		58214	CY		
204E10000	SUBGRADE COMPACTION		828	SY		
204E13000	EXCAVATION OF SUBGRADE		322	CY		
204E30020	GRANULAR MATERIAL, TYPE C		322	CY		
204E45000	PROOF ROLLING		62	HOUR		
204E50000	GEOTEXTILE FABRIC		828	SY		
206E10500	CEMENT		3717	TON		
206E11000	CURING COAT		123043	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		123043	SY		
206E30001	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN		1	LS		
606E15050	GUARDRAIL, TYPE MGS		5775	FT		
606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS		2250	FT		
606E15150	GUARDRAIL, TYPE MGS HALF POST SPACING		325	FT		
606E15200	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		100	FT		
606E15250	GUARDRAIL, TYPE MGS QUARTER POST SPACING		312.5	FT		
606E15300	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		350	FT		
606E26150	ANCHOR ASSEMBLY, MGS TYPE E	, MASH 2016	14	EACH		
606E26550	ANCHOR ASSEMBLY, MGS TYPE T		12	EACH		
606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		1	EACH		
606E35102	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		1	EACH		
607E15000	FENCE, TYPE 47		6131	FT		
607E61111	GATE REBUILT, AS PER PLAN		2	EACH		
607E98000	FENCE, MISC.:	SECURITY FENCE	1752	FT		
623E11000	PROVIDING ELECTRONIC INSTRUMENTATION		1	LS		
623E11100	TECHNICAL ASSISTANCE		8	HOUR		
623E39500	MONUMENT ASSEMBLY ADJUSTED TO GRADE		7	EACH		
623E40500	REFERENCE MONUMENT, TYPE A		24	EACH		
625E32000	GROUND ROD		11	EACH		
690E98400	SPECIAL -	SETTLEMENT PLATFORMS	2	LS		
690E98400	SPECIAL -	LOCATE PRIVATE UTILITIES	1	LS		
690E98400	SPECIAL -	MAINTAIN EXISTING PRIVATE SIGN	2	LS		
690E98400	SPECIAL -	CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	1	LS		
690E98400	SPECIAL -	PRIVATE SIGN, AS PER PLAN	1	LS		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E11000	RIPRAP, TYPE D		46	SY		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		306	SY		
601E21060	TIED CONCRETE BLOCK MAT WITH TYPE 2 UNDERLAYMENT		731	SY		
601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER		51	CY		
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER		58	CY		
601E45050	BIORETENTION CELL		1013	CY		
659E00100	SOIL ANALYSIS TEST		8	EACH		
659E00300	TOPSOIL		13334	CY		
659E10000	SEEDING AND MULCHING		120122	SY		
659E14000	REPAIR SEEDING AND MULCHING		6007	SY		
659E15000	INTER-SEEDING		6007	SY		
659E20000	COMMERCIAL FERTILIZER		17	TON		
659E31000	LIME		25	ACRE		
659E35000	WATER		665	MGAL		
659E40000	MOWING		271	MSF		
670E00500	SLOPE EROSION PROTECTION		2216	SY		
670E00700	DITCH EROSION PROTECTION		7272	SY		
671E15000	EROSION CONTROL MAT, TYPE A		1330	SY		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE		1	LS		
832E30000	EROSION CONTROL		200000	EACH		
836E10000	SEEDING AND EROSION CONTROL WITH TURF REINFORCING MAT, TYPE 1		2104	SY		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		7	CY		
605E05101	4" SHALLOW PIPE UNDERDRAINS, AS PER PLAN		1609	FT		
605E11100	6" SHALLOW PIPE UNDERDRAINS		24951	FT		
605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS		7623	FT		
605E14000	6" BASE PIPE UNDERDRAINS		37497	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E00200	4" CONDUIT, TYPE C	, 707.33, 707.42 OR 707.45	540	FT		
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS		1731	FT		
611E00900	6" CONDUIT, TYPE B		100	FT		
611E01400	6" CONDUIT, TYPE E		50	FT		
611E01500	6" CONDUIT, TYPE F		100	FT		
611E04400	12" CONDUIT, TYPE B		1664	FT		
611E04600	12" CONDUIT, TYPE C		103	FT		
611E04900	12" CONDUIT, TYPE D		184	FT		
611E05900	15" CONDUIT, TYPE B		285	FT		
611E06100	15" CONDUIT, TYPE C		20	FT		
611E06400	15" CONDUIT, TYPE D		200	FT		
611E07400	18" CONDUIT, TYPE B		322	FT		
611E07600	18" CONDUIT, TYPE C		175	FT		
611E07900	18" CONDUIT, TYPE D		300	FT		
611E09100	21" CONDUIT, TYPE C		460	FT		
611E10400	24" CONDUIT, TYPE B		333	FT		
611E10600	24" CONDUIT, TYPE C		19	FT		
611E10900	24" CONDUIT, TYPE D		23	FT		
611E22200	54" CONDUIT, TYPE A	, 707.02(0.138) (ALUMINIZED)	48	FT		
611E27000	78" CONDUIT, TYPE A	, 707.02(0.168) (ALUMINIZED)	20	FT		
611E96600	CONDUIT, BORED OR JACKED	, 24", 748.06	158	FT		
611E96600	CONDUIT, BORED OR JACKED	, 30", 748.06	125	FT		
611E98150	CATCH BASIN, NO. 3		3	EACH		
611E98180	CATCH BASIN, NO. 3A		20	EACH		
611E98300	CATCH BASIN, NO. 5		6	EACH		
611E98370	CATCH BASIN, NO. 6		2	EACH		
611E98470	CATCH BASIN, NO. 2-2B		2	EACH		
611E99574	MANHOLE, NO. 3		3	EACH		
611E99654	MANHOLE ADJUSTED TO GRADE		2	EACH		
611E99660	MANHOLE RECONSTRUCTED TO GRADE		2	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E99710	PRECAST REINFORCED CONCRETE OUTLET		27	EACH		
DRAINAGE TOTALS						
PAVEMENT						
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	, 3.25"	25269	SY		
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		16547	CY		
301E56100	ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS)		112	CY		
304E20000	AGGREGATE BASE		20415	CY		
407E10000	TACK COAT		50	GAL		
407E20000	NON-TRACKING TACK COAT		18730	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		30	CY		
442E00100	ANTI-SEGREGATION EQUIPMENT		12955	CY		
442E10000	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)		5980	CY		
442E10080	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (446)		6975	CY		
442E22300	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (449)	, LEVELLING	29	CY		
609E23000	COMBINATION CURB AND GUTTER, TYPE 4		3463	FT		
609E24510	CURB, TYPE 4-C		18	FT		
690E98400	SPECIAL -	QUALITY ASSURANCE INCLUDING MONITORING	1	LS		
872E10000	VOID REDUCING ASPHALT MEMBRANE (VRAM)		85852	FT		
PAVEMENT TOTALS						
WATER WORKS						
690E98000	SPECIAL -	4" GATE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	16" X 16" TAPPING SLEEVE, VALVE AND VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	CUT AND PLUG EXISTING 16" WATER LINE (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	2" AIR RELEASE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98100	SPECIAL -	16" WATER MAIN DIP AND FITTINGS (WARREN COUNTY)	307	FT		
690E98100	SPECIAL -	4" WATER MAIN POLYVINLYL CHLORIDE PIPE AND FITTINGS(WARREN COUNTY)	3500	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASEMENT, BORED OR JACKED (WARREN COUNTY)	220	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASEMENT, OPEN CUT (WARREN COUNTY)	70	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
690E98100	SPECIAL -	24" STEEL PIPE ENCASEMENT BORED OR JACKED (WARREN COUNTY)	138	FT		
690E98100	SPECIAL -	MISC.: CONCRETE ENCASEMENT (WARREN COUNTY)	75	FT		
690E98400	SPECIAL -	MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+59	1	LS		
WATER WORKS TOTALS						
TRAFFIC CONTROL						
621E00100	RPM		1198	EACH		
621E54000	RAISED PAVEMENT MARKER REMOVED		370	EACH		
626E00110	BARRIER REFLECTOR, TYPE 2	, BI-DIRECTIONAL	124	EACH		
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		933	FT		
630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST		36	FT		
630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST		39	FT		
630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7		34	FT		
630E08600	SIGN POST REFLECTOR		12	EACH		
630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION		2	EACH		
630E80100	SIGN, FLAT SHEET		463	SF		
630E80200	SIGN, GROUND MOUNTED EXTRUSHEET		30	SF		
630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION		2	EACH		
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL		101	EACH		
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION		2	EACH		
630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL		95	EACH		
630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL		3	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
644E00104	EDGE LINE, 6"		1.21	MILE		
644E00204	LANE LINE, 6"		0.12	MILE		
644E00300	CENTER LINE		0.79	MILE		
644E00404	CHANNELIZING LINE, 12"		2426	FT		
644E00500	STOP LINE		748	FT		
644E00700	TRANSVERSE/DIAGONAL LINE		3570	FT		
644E00720	CHEVRON MARKING		295	FT		
644E00900	ISLAND MARKING		308	SF		
644E01000	RAILROAD SYMBOL MARKING		4	EACH		
644E01300	LANE ARROW		152	EACH		
644E01350	LANE REDUCTION ARROW		4	EACH		
644E01510	DOTTED LINE, 6"		660	FT		
807E14010	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, EDGE LINE, 6"		5.9	MILE		
807E14110	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, LANE LINE, 6"		5.4	MILE		
807E14200	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CENTER LINE		5.4	MILE		
807E14310	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CHANNELIZING LINE, 12"		7125	FT		
807E14410	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, DOTTED LINE, 6"		1021	FT		
850E10000	GROOVING FOR 4" RECESSED PAVEMENT MARKING, (ASPHALT)		10.8	MILE		
850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		11.2	MILE		
850E10110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		1021	FT		
850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT)		7125	FT		
TRAFFIC CONTROL TOTALS						
TRAFFIC SIGNALS						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
625E00460	CONNECTION, UNFUSED PULL APART		8	EACH		
625E18300	BRACKET ARM, 18'		3	EACH		
625E18400	BRACKET ARM, 20'		3	EACH		
625E18500	BRACKET ARM, 25'		1	EACH		
625E18510	BRACKET ARM, 30'		1	EACH		
625E23304	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE		3754	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		1098	FT		
625E25104	CONDUIT, 1", 725.051		165	FT		
625E25408	CONDUIT, 2", 725.051		104	FT		
625E25504	CONDUIT, 3", 725.051		94	FT		
625E25604	CONDUIT, 4", 725.051		162	FT		
625E25908	CONDUIT, JACKED OR DRILLED, 725.052	, 4"	2465	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	, WITH PHOTOCELL	8	EACH		
625E29002	TRENCH, 24" DEEP		531	FT		
625E30706	PULL BOX, 725.08, 24"		13	EACH		
625E31600	PULL BOX, MISC.:	REUSE EXISTING PULL BOX	2	EACH		
625E32000	GROUND ROD		17	EACH		
630E79200	SIGN ATTACHMENT ASSEMBLY, MAST ARM		20	EACH		
630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED		17	EACH		
630E80100	SIGN, FLAT SHEET		236	SF		
632E05006	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		22	EACH		
632E05064	VEHICULAR SIGNAL HEAD, (LED), 4-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		3	EACH		
632E05086	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		8	EACH		
632E25000	COVERING OF VEHICULAR SIGNAL HEAD		33	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG		10231	FT		
632E64010	SIGNAL SUPPORT FOUNDATION		8	EACH		
632E64020	PEDESTAL FOUNDATION		4	EACH		
632E67300	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG		582	FT		
632E70001	POWER SERVICE, AS PER PLAN		3	EACH		
632E70200	CONDUIT RISER, 1" DIAMETER		2	EACH		
632E79151	COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 14, AS PER PLAN		8	EACH		
632E89905	PEDESTAL, 10', TRANSFORMER BASE, AS PER PLAN		4	EACH		
632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM	, CABINET	1	EACH		
632E90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN		1	EACH		
633E65521	CABINET, TYPE 332, AS PER PLAN		3	EACH		
633E67100	CABINET FOUNDATION		3	EACH		
633E67200	CONTROLLER WORK PAD		3	EACH		
633E68511	COMMUNICATIONS, AS PER PLAN		3	EACH		
633E75001	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN		3	EACH		
809E60000	CCTV IP-CAMERA SYSTEM, DOME-TYPE		3	EACH		
809E69001	ADVANCE RADAR DETECTION, AS PER PLAN		6	EACH		
809E69101	STOP LINE RADAR DETECTION, AS PER PLAN		11	EACH		
809E69123	ATC CONTROLLER, AS PER PLAN	, V6.24, (PROGRAM & INSTALL ONLY)	3	EACH		
824E00011	SYSTEM ANALYSIS, AS PER PLAN		1	LS		
TRAFFIC SIGNALS TOTALS						
RETAINING WALLS						

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN		1	LS		
203E10000	EXCAVATION		172	CY		
503E21330	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		84712	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		292	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		404	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		18	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		366	SY		
512E33000	TYPE 2 WATERPOOFING		28	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		98	SF		
518E20000	PREFABRICATED GEOCOMPOSITE DRAIN		348	SY		
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE		254	FT		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		126	SY		
RETAINING WALLS TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486)						
202E11000	STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		3776	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		8	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		29	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		2	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		41	SY		
512E33000	TYPE 2 WATERPROOFING		171	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		34	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		10	CY		
601E11000	RIPRAP, TYPE D		43	SY		
601E32110	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER		34	CY		
611E95600	12' X 4' CONDUIT, TYPE A, 706.05		92	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486) TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514)						
202E11200	PORTIONS OF STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		1908	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		4	CY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
511E46510	CLASS QC1 CONCRETE, FOOTING		15	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		1	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		21	SY		
512E33000	TYPE 2 WATERPROOFING		40	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		15	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		5	CY		
601E32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER		50	CY		
611E96300	14' X 4' CONDUIT, TYPE A, 706.05		18	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514) TOTALS						
MAINTENANCE OF TRAFFIC						
410E11000	TRAFFIC COMPACTED SURFACE, TYPE B		500	CY		
614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE		80	HOUR		
614E12380	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL)		41	EACH		
614E12460	WORK ZONE MARKING SIGN		10	EACH		
614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN		860	EACH		
614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC		500	CY		
614E13310	BARRIER REFLECTOR, TYPE 1	, BIDIRECTIONAL	381	EACH		
614E13360	OBJECT MARKER, TWO WAY		381	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	TEMPORARY TRAFFIC SIGNAL INSTALLATION	2	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	ADJUST EXISTING TRAFFIC SIGNAL HEADS	1	EACH		
614E20000	WORK ZONE LANE LINE, CLASS I, 4"		6.5	MILE		
614E20550	WORK ZONE LANE LINE, CLASS III, 4", 642 PAINT		5.5	MILE		
614E21000	WORK ZONE CENTER LINE, CLASS I		16	MILE		
614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT		6.6	MILE		
614E22000	WORK ZONE EDGE LINE, CLASS I, 4"		21.3	MILE		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
614E22350	WORK ZONE EDGE LINE, CLASS III, 4", 642 PAINT		6.8	MILE		
614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8"		19277	FT		
614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 8", 642 PAINT		9974	FT		
614E24000	WORK ZONE DOTTED LINE, CLASS I		836	FT		
614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I		1910	FT		
614E26000	WORK ZONE STOP LINE, CLASS I		585	FT		
614E30000	WORK ZONE ARROW, CLASS I		119	EACH		
614E32000	WORK ZONE RAILROAD SYMBOL MARKING, CLASS I		2	EACH		
615E10000	ROADS FOR MAINTAINING TRAFFIC		1	LS		
615E25001	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN		12292	SY		
616E10000	WATER		285	MGAL		
622E41100	PORTABLE BARRIER, UNANCHORED		17017	FT		
622E41110	PORTABLE BARRIER, ANCHORED		1970	FT		
642E00720	CHEVRON MARKING, TYPE 1		124	FT		
MAINTENANCE OF TRAFFIC TOTALS						
INCIDENTALS						
108E10000	CPM PROGRESS SCHEDULE		1	LS		
614E11000	MAINTAINING TRAFFIC		1	LS		
619E16020	FIELD OFFICE, TYPE C		24	MNTH		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTALS TOTALS						
TOTAL COST PART 1						

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
PART 2						
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E23000	PAVEMENT REMOVED		15	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
202E75000	FENCE REMOVED		206	FT		
202E98400	REMOVAL MISC: CONCRETE PAD REMOVAL		106	SF		
203E10000	EXCAVATION		2519	CY		
203E20000	EMBANKMENT		176	CY		
204E45000	PROOF ROLLING		3	HOUR		
206E10500	CEMENT		52	TON		
206E11000	CURING COAT		8349	SY		
206E15010	CEMENT STABILIZED SUBGRADE, 12 INCHES DEEP		8349	SY		
206E30000	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS		1	LS		
607E23000	FENCE , TYPE CLT		145	FT		
607E61111	GATE REBUILT, AS PER PLAN		1	EACH		
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		6	SY		
659_00300	TOPSOIL		541	CY		
659E10000	SEEDING AND MULCHING		4874	SY		
659E14000	REPAIR SEEDING AND MULCHING		244	SY		
659E20000	COMMERCIAL FERTILIZER		0.66	TON		
659E31000	LIME		1	ACRE		
659E35000	WATER		26.32	MGAL		
832E30000	EROSION CONTROL		3000	EACH		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION INSPECTION SOFTWARE		1	LS		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		0.5	CY		
605E14000	6" BASE PIPE UNDEERDRAINS		1935	FT		
611E00510	6" CONDUIT TYPE F FOR UNDERDRAIN OUTLETS		20	FT		
611E04200	12" CONDUIT, TYPE A, 707.01 (ALUMINIZED),	706.02 OR 707.33	47	FT		
611E99710	PRECAST REINCORCED OUTLET		4	EACH		
DRAINAGE TOTALS						
LIGHTING						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		
625E00480	CONNECTION, UNFUSED PERMANENT		3	EACH		
625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT8B30		8	EACH		
625E14000	LIGHT POLE FOUNDATION, 24' X 6' DEEP		8	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
625E23302	NO. 6 AWG 2400 VOLT DISTRIBUTION CABLE		3600	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		608	FT		
625E25400	CONDUIT, 2". 725.04		1093	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	IES-II-M,LED,9,000-11,000 LUMENS	8	EACH		
625E29000	TRENCH		1093	FT		
625E30700	PULL BOX, 725.08, 18"		2	EACH		
625E32000	GROUND ROD		9	EACH		
625E34001	POWER SERVICE, AS PER PLAN		1	EACH		
625E36010	UNDERGROUND WARNING/MARKING TAPE		1093	FT		
625E76000	ARCH FLASH CALCULATIONS AND LABEL (CC-'A')		1	EACH		
LIGHTING TOTALS						
PAVEMENT						
302E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		344	CY		
304E20000	AGGREGATE BASE		518	CY		
407E20000	NON-TRACKING TACK COAT		1084	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		106	CY		
441E70300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)		148	CY		
PAVEMENT TOTALS						
TRAFFIC CONTROL						
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		26	FT		
630E08600	SIGN POST REFLECTOR		2	EACH		
630E80100	SIGN, FLATSHEET		14	SF		
642_00100	EDGE LINE, 4", TYPE 1		0.41	MILE		
642E00800	CENTER LINE, TYPE 1		0.22	MILE		
642E00500	STOP LINE, TYPE 1		22	FT		
TRAFFIC CONTROL TOTALS						
MISCELLANEOUS STRUCTURE						
690E98400	SPECIAL-	ODRC ENTRANCE SIGN	1	LS		
MISCELLANEOUS STRUCTURE TOTAL						
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LS		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTAL TOTALS						
TOTAL COST PART 2						

WAR-63-0.83

PID 112121

Parts I & II

October 6, 2023

All stations are approximate.

Duke Energy Electric Transmission:

Duke Energy Electric Transmission has facilities within the project limits. Duke Energy Electric Transmission facilities shall remain in place and in service. Duke Energy Electric Transmission's work is complete. The contact person is Tim Meyer at 513-287-1266.

Duke Energy Electric Distribution:

Duke Energy Electric Distribution has aerial facilities within the project limits. Duke Energy Electric Distribution facilities shall remain in place and in service. Duke Energy Electric Distribution will remove the existing wood poles after the telecoms have removed their aerial attachments. Duke wood poles exist along SR 63 from Station 107+00 RT to Station 136+50 RT, Station 137+55 LT to Station 238+00 LT. The wood pole removal work will be completed prior to April 1, 2024. The contact person is Troy Dittmer at 513-514-8210 (w) or 513-504-0082 (m).

Duke Energy Gas:

Duke Energy Gas has facilities within the project limits. Duke Energy Gas has existing facilities along the north side of SR 63 as shown in the plans from Sta 106+00 to Sta 229+20. At 229+20 Duke gas turns south and east to be along the south side of SR 63 from station 229+20 to 258+00 and along the west side of SR 741 heading south to Mason. At Sta 229+20 LT the gas main heads north along the west side of SR 741 to Otterbein. At Sta. 229+20 RT; the segment of Duke gas from 229+20 RT to 258+00 RT along the south side of SR 63 shall remain in place and in service during construction. Duke Energy Gas has 4 segments of gas main relocations to perform. The two segments of relocations from Station 115+45 LT to Station 118+26 LT and Station 126+33 LT to Sta. 131+19 LT. shall be completed by July 1, 2024. The other two segments from Station 137+65 LT to Station 173+40 LT and Station 189+98 LT to Station 217+64 LT shall be completed by April 30, 2024. The existing gas main within the noted stations/segments will be abandoned in place. The abandoned gas main in conflict with project construction shall be removed by the contractor. The removals shall be covered within the estimated project removal quantities. The contact person is Mara James Philip at 513-256-9041.

Texas Gas:

Texas Gas has facilities within the project limits. Texas gas shall install encasement extensions on the south side of SR 63 for the existing 26" – 36" – 26" pipelines crossing SR 63 diagonally within Sta. 117+00 to Sta. 120+00 (LT & RT). Texas gas has facilities alterations of the fenced site within the noted station limits (RT). Texas Gas Encasement extensions and facility alterations will be completed prior to March 1, 2025. The contact person is Michael Echols at 513-649-9074.

Knox Energy Coop/Utility Pipeline Ltd:

Knox Energy Coop/Utility Pipeline have facilities within the project limits. Knox Energy Coop/Utility Pipeline has completed the gas main installation from Station 120+00 RT to Station 229+50 RT. Knox Energy must complete the service line switchovers and above ground removals. Knox Energy Coop/Utility Pipeline relocated 95% of the gas main outside the L/A R/W. Knox Energy has new facilities in the L/A R/W along SR 63 within Station 144+00 RT to Station 147+50 RT and Station 171+50 RT to 172+00 RT. Knox Energy/Utility Pipeline's existing underground 8 in gas main was abandoned in place within Station 120+00 RT to Station 183+00 RT. The portions of abandoned gas main which conflict with project construction shall be removed by the project contractor and covered under the estimated removal quantities in the plan. Knox Energy's relocations, switchover and above ground removal work shall be completed by December 1, 2023. The contact person is Kyle Underwood at 330-498-9130 Ext 310 and/or Kirk Seeling at 937-205-1788 (m)

Altafiber:

Altafiber has facilities within the project limits. Altafiber aerial facilities are along SR 741 – from Sta 902+00 LT to Sta 911+25 LT. At 911+25 LT the aerial transitions to underground. The underground crosses SR 63 to the north at approx. 229+50 LT&RT and proceeds north to station 916+00 LT. At 916+00 LT the underground transitions to aerial and continues north on the west side of SR 741 to Sta 936+00 LT. Altafiber is to install a new fiber starting at Duke's steel pole Station 911+25 LT transitioning to underground – which will run diagonally across the intersection of SR 63 & SR 741: from the SW corner to the NW corner of the intersection to approx. Station 231+15 LT. From Station 231+15 LT there will be a joint trench to 238+00 (with Altafiber, Independent Fiber & Verizon/MCI). Altafiber will continue from Station 238+00 LT along the North Side of SR 63 to outside the project limits. The new fiber installation shall be completed by April 1, 2024. The contact person is Benjamin Otten at 513-638-7003

Brightspeed/Century Link/Lumen Technologies: (referred at as Brightspeed here forward)

Brightspeed has facilities within the project limits. Brightspeed facilities along SR 63 will be relocated to attach to the new Duke pole line adjacent the new L/A R/W. Brightspeed facilities along SR 63 are from Sta. 118+00 RT to Sta. 190+00 LT. At Station 190+00 LT Brightspeed aerial crosses SR 63 to the north and heads east along SR 63 to Station 228+00 LT. Brightspeed cross SR 63 to the south at Station 228+00 LT and heads east to Station 229+25 RT. At Station 229+25 Brightspeed has aerial facilities that continue south along the west side of SR 741 to outside the project limits. Brightspeed has underground conduits to be abandoned in place. The removals of the conduits that conflict with project construction shall be considered incidental to the project excavation. Approx. limits of underground conduits along SR 63 are Station 128+50 RT to Sta. 136+00 RT; Sta. 142+00 to 152+00 RT; Sta. 182+42 RT to 254+30 RT. Brightspeed shall complete their work by April 1, 2024. The contact person is Jordan Langston 513-933-3502 (w) or 513-885-9444 (m).

Crown Castle Fiber:

Crown Castle Fiber has facilities within the project limits. Crown Castle Fiber shall remain in place and in service. Crown Castle aerial facilities are along the west side of SR 741 starting at Sta 902+00 LT to Station 911+25 LT (Duke pole SW corner). At Sta 911+25 Crown Castle goes underground and crosses SR 63 heading north; along the west side of SR 741 to Duke pole Sta. 915+00 LT. At 915+00 LT Crown Castle facilities transition to aerial and head north along the west side of SR 741 – outside the project limits. The contact person is Craig Snell at 216-810-7165(w) or 513-898-1595(m).

Independent Fiber Network:

Independent Fiber Network has facilities within the project limits. Independent fiber is relocating an underground fiber line from the east side of SR 741 to the west side of SR 741 starting at Sta. 896+00 LT to Sta 911+25 LT. From 911+25 LT Independent fiber will be in a joint trench with Altafiber from the SW corner to the NE corner (bore under existing pavement of the intersection) to Station 231+25 LT. From the NE corner of the intersection; station 231+25 LT - Independent fiber will be in a joint trench with Altafiber/Verizon to station 238+00 LT along the north side of SR 63. From Sta 238+00 LT (adjacent the L/A R/W). Independent Fiber will splice back into the existing underground fiber along the north side of SR 63 – which then continues east along the north side of SR 63 to outside the project limits. The existing underground conduits along the east side of SR 741 from Station 896+00 RT to Station 912+00 RT & then along the north side of SR 63 for Station 230+50 LT to 238+00 LT will be abandoned

in place. The removal of the conduits that conflict with project construction shall be considered incidental to excavation. Independent Fiber relocations shall be completed by April 1, 2024. The contact person is Sara Emans 419-739-3124(w) or 419-905-6941(m) and/or Nick Sayre 419-793-3160(W).

The Fishel Company:

The Fishel Company facilities are outside the project limits. The contact person is Tyler Sparks 937-233-22268.

Spectrum/Charter:

Spectrum has facilities within the project limits that are being relocated to aerial attachments on the new Duke Pole line. Spectrum facilities along SR 63 start from Sta 100+00 RT to Sta 190+00 RT. At Sta. 190+00 RT, Spectrum crosses SR 63 to the north side. From Sta. 190+00 LT to Sta 228+00; Spectrum facilities run along the north side of SR 63 and attached to the new Duke pole line. At Station 228+00 LT; Spectrum cross to the south side of SR 63 and heads east to the Duke pole at Sta 229+29 RT; then south along the west side of SR 741 to Mason. Spectrum continues from the north side of SR 63 – duke pole station 228+00 LT following the duke pole line crossing SR 741 and heading along the north side of SR 63 to the eastern project limit on Duke poles Station 258+00. Spectrum/Charter abandoned in place the existing underground conduits. The removal of the conduits that conflict with project construction shall be considered incidental to the project excavation. The contact person is Paul Biretta 513-386-5808 (o) or 513-222-8130 (m).

SWOCA:

SWOCA is to install underground facilities within the project along SR 63 from Sta 100+00 RT to Sta 146+14 RT. SWOCA underground facilities cross SR 63 at approximate Sta 146+14 LT & RT. The fiber line is proposed on the west side of the new Encore Road intersection with SR 63. SWOCA facilities are proposed to be 2 ft inside the new L/A R/W. SWOCA fiber installation shall be complete by April 1, 2024. The contact person is Marc Hopkins 513-869-4750.

Verizon/MCI:

Verizon/MCI has facilities within the project limits. Verizon facilities are along the west side of SR 741; from Sta 896+00 LT to Sta 911+25 LT (aerial). At Sta 911+25 LT Verizon/MCI transition to underground and cross under SR 63 at Station 911+50 LT & RT and continues underground to a wood pole at Station 914+00 LT. At Station 914+00 LT the underground line transitions to aerial. From Station 914+00 LT the aerial line proceeds north along the west side of SR 741 to Otterbein. This fiber run shall remain in service and in place. Verizon/MCI will be installing a new fiber. The new fiber line will start at Station 911+25 LT and transition to underground and crossing SR 63 in the existing underground conduit to the north at Station 229+50 to an existing pull box at station 913+50 LT. At 913+50 LT Verizon will bore under SR 741 to a pull box at station 231+20 LT. At Station 231+25 LT Verizon will be in a joint trench with Altafiber and Independent Fiber to Station 238+00 LT. From Station 238+00 LT, Verizon will continue along the north side of SR 63 to outside the project limits and bore under SR 63 to an existing pull box at approx. station 257+00 RT to connect to the existing fiber along the south side of SR 63 – which then heads east. Verizon shall abandon the existing underground conduits on the SE corner of the intersection of SR 63 & SR 741 and the conduit along the south side of SR 63 from approx. Station 230+00 RT to Station 257+00 RT. The conduits that conflict with project construction shall be removed and disposed of by the contractor. The removal and disposal of the abandoned conduits shall be incidental to project excavation. Verizon relocation work shall be complete by April 1, 2024. The contact person is Bruce Turkiewicz at 254-721-8977(m).

Windstream:

Windstream has facilities along the west side of SR 741. Windstream facilities shall remain in place and in service. Windstream facilities are along the west side of SR 741 from Sta. 896+00 LT to Sta. 931+00 LT (aerial). The contact person is Leon Taylor at 937-725-5358 (w).

Butler County Water and Sewer:

Butler County Water and Sewer has facilities in the project limits, which will stay in place and in service. BCWS has sewer adjustments as part of the construction plans and shall be completed by the project contractor. The contractor shall coordinate this effort with BCWS. All work must be done under the Butler County Water and Sewer's supervision and inspection. The Contractor shall contact the utility a minimum of four (4) business days prior to the start of work to have an inspector on site and to have facilities located in the field. The Contractor shall exercise caution when working near BCWS facilities. Proper protection and support must be exercised when facilities are uncovered. The contact person is Martha Shelby 513-887-5699.

Warren County Water and Sewer:

Warren County Water and Sewer has facilities in the project limits which will stay in place and in service. Warren County Water and Sewer has water and sewer work as part of the construction plans and shall be completed by the project contractor. WCWS facilities are shown in the construction plans. The contractor shall coordinate this effort with WCWS. All work must be done under the utility's supervision and inspection. The Contractor shall contact the utility a minimum of four (4) business days prior to the start of work to have an inspector on site and to have facilities located in the field. The Contractor shall exercise caution when working near the WCWS facilities. The contact person is Christopher Wojnicz at 513-695-1646.

Ohio Department of Transportation District 8 Traffic:

Ohio Department of Transportation has signal facilities within the project limits. Any impacts to the signals within the project limits will be completed by the project contractor. The contact person is Jim Judd 513-933- 6692.

Ohio Department of Rehabilitation and Correction: (Lebanon & Warren Correctional)

Ohio Department of Rehabilitation and Corrections has facilities within the project limits of Part I and Part II. As ODRC is not a member of underground utilities – all private utility locates will be done by an independent utility locate contractor hired by the project contractor and compensation shall be under the lump sum item listed in Part 1 and shall include the private utility locates of Part 2. In Part 1; ODRC has underground water, electric and sewer crossing SR 63 at approx. Station 140+50. The facilities at Station 140+50 shall remain in place and in service. The manhole adjustment at Sta 140+50 RT shall be completed by the project contractor and shall be covered under the construction plan quantities. ODRC has water line crossings of SR 63 that will need to be located and possibly lowered by the project contractor under the construction estimated plan quantities. The water line crossings of SR 63 are at approximate Station 157+95 and Station 172+40. ODRC has a 4-inch water service line running from the Warren County Rehab Center at Station 160+00 that feeds the Ohio Department of Transportation outpost on SR 63 at Station 197+75 LT. This 4-inch water main shall remain in service until the project contractor installs the new 4-inch water service from the 16-inch water main at the intersection of SR 63 & SR 741 along the south side of SR 63 to approx. station 197+75. The 4" water main on the north side from Station 173+00 to Station 197+75 is to be abandoned and/or removed. The portions of the abandoned water main that conflict with project construction shall be removed by the project contractor and covered under the project estimated quantities of removal.

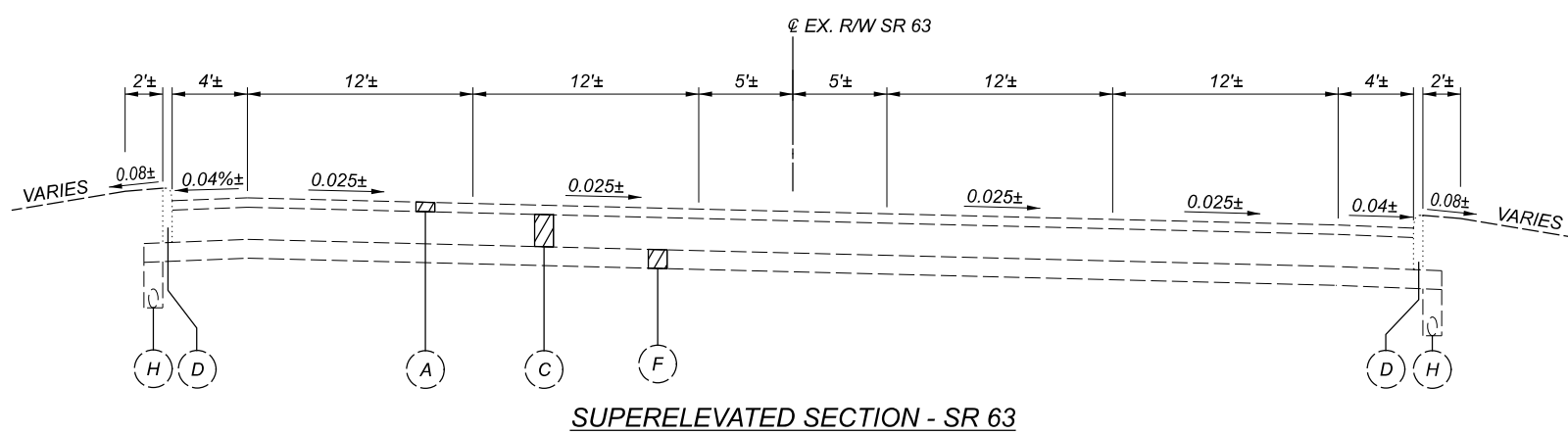
EXISTING LEGEND:

- (A) 3"± EXISTING ASPHALT CONCRETE
- (B) 8"± EXISTING ASPHALT CONCRETE
- (C) VARIABLE ASPHALT CONCRETE
- (D) CURB, TYPE 4-C
- (E) 6"± AGGREGATE BASE
- (F) VARIABLE AGGREGATE BASE
- (G) GUARDRAIL, TYPE 5
- (H) 6" PIPE UNDERDRAIN

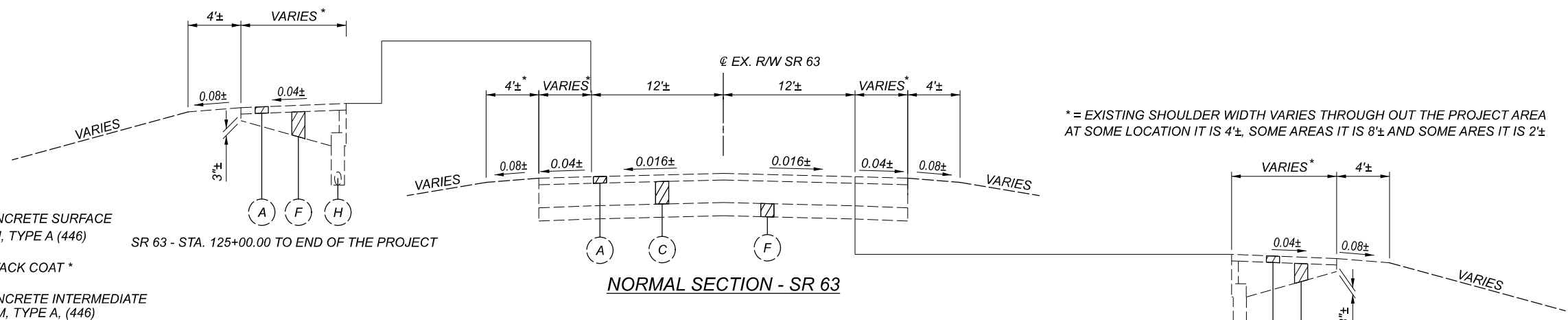
PROPOSED LEGEND:

- (1) ITEM 442 - 1½" ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)
- (2) ITEM 407 - NON-TRACKING TACK COAT *
- (3) ITEM 442 - 1¾" ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5" MM, TYPE A, (446)
- (4) ITEM 301 - 5" ASPHALT CONCRETE BASE, PG64-22, (449)
- (5) ITEM 304 - 6" AGGREGATE BASE
- (6) ITEM 204 - PROOF ROLLING
- (7) ITEM 206 - CEMENT STABILIZED SUBGRADE, 14" DEEP
- (8) ITEM 609 - COMBINATION CURB AND GUTTER, TYPE 4
- (9) ITEM 659 - SEEDING AND MULCHING
- (10) NOT USED
- (11) ITEM 606 - GUARDRAIL, TYPE MGS
- (12) ITEM 605 - 6" BASE PIPE UNDERDRAIN
- (13) ITEM 605 - 6" SHALLOW PIPE UNDERDRAIN
- (14) ITEM 204 - GRANULAR MATERIAL, TYPE C
- (15) ITEM 204 - GEOTEXTILE FABRIC
- (16) ITEM 442 - ANTI-SEGREGATION EQUIPMENT
- (17) ITEM 442 - ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449), LEVELLING
- (18) ITEM 872 - VOID REDUCING MEMBRANE (VRAM)
- (19) ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE (3.25")
- (20) CAST-IN PLACE RETAINING WALL
- (21) ITEM 204 - EXCAVATION OF SUBGRADE, 14" DEEP
- (22) ITEM 204 - SUBGRADE COMPACTION

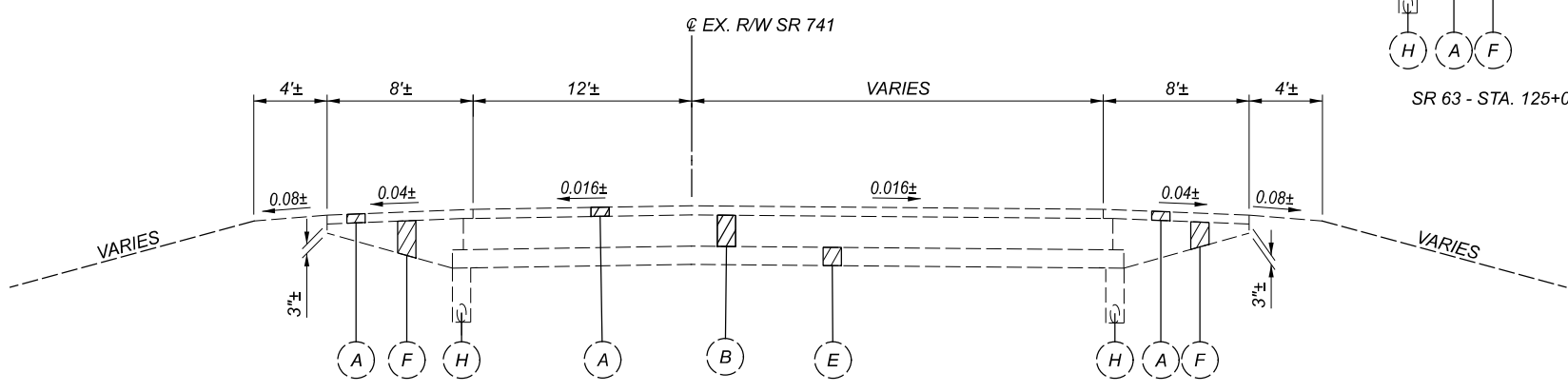
* = APPLICATION RATE IS ESTIMATED AT 0.06 GAL./SY FOR NEW ASPHALT AND ESTIMATED AT 0.09 GAL./SY FOR MILLED ASPHALT SURFACES, REFER TO TABLE CMS 407.06.



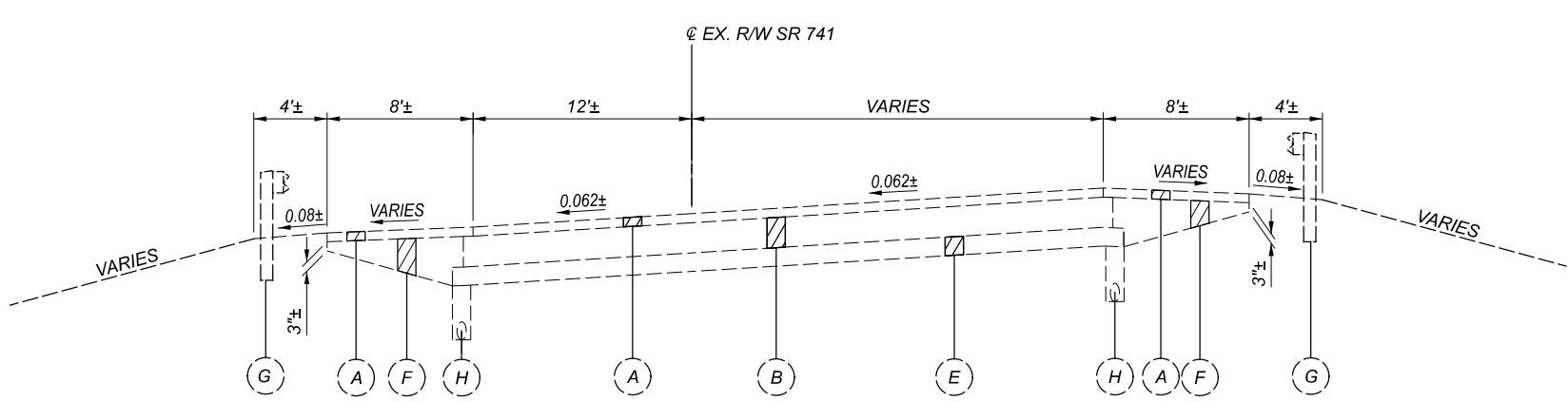
SUPERELEVATED SECTION - SR 63



NORMAL SECTION - SR 63



NORMAL SECTION - SR 741



SUPERELEVATED SECTION - SR 741

DESIGN AGENCY	JACOBS
DESIGNER	MJA
REVIEWER	RN 08/22/23
PROJECT ID	112121
SHEET	TOTAL
5	436

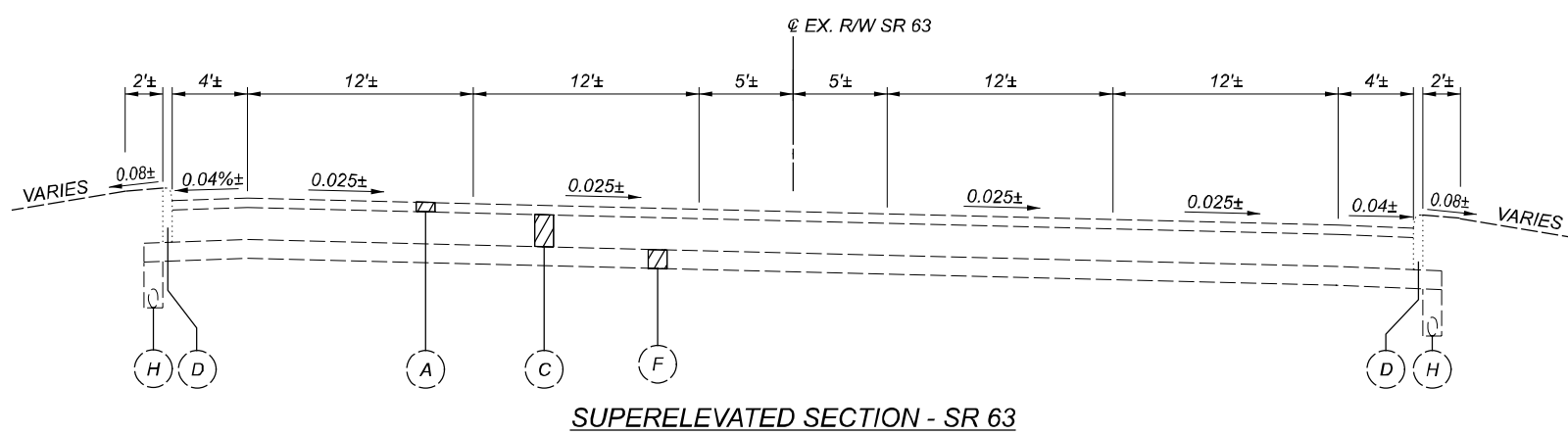
EXISTING LEGEND:

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- (B) 8"± EXISTING ASPHALT CONCRETE
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- (D) CURB, TYPE 4-C
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- (F) VARIABLE AGGREGATE BASE
- (G) GUARDRAIL, TYPE 5
- (H) 6" PIPE UNDERDRAIN

PROPOSED LEGEND:

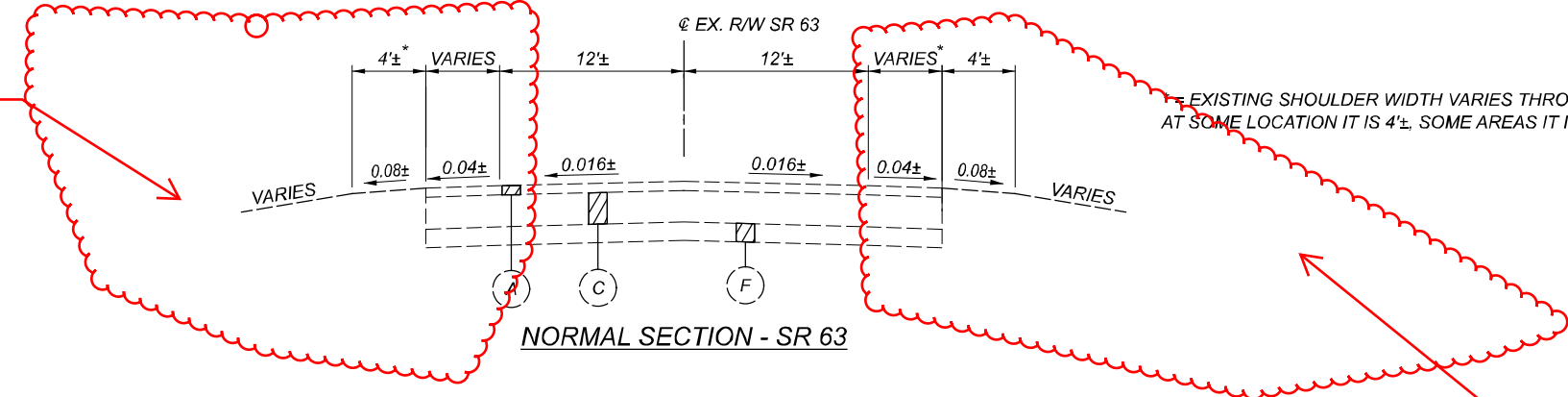
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- ⑨ ITEM 659 - SEEDING AND MULCHING
- ⑩ NOT USED
- ⑪ ITEM 606 - GUARDRAIL, TYPE MGS
- ⑫ ITEM 605 - 6" BASE PIPE UNDERDRAIN
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- ⑮ ITEM 204 - GEOTEXTILE FABRIC
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* = APPLICATION RATE IS ESTIMATED AT 0.06 GAL./SY FOR NEW ASPHALT AND ESTIMATED AT 0.09 GAL./SY FOR MILLED ASPHALT SURFACES, REFER TO TABLE CMS 407.06.



SUPERELEVATED SECTION - SR 63

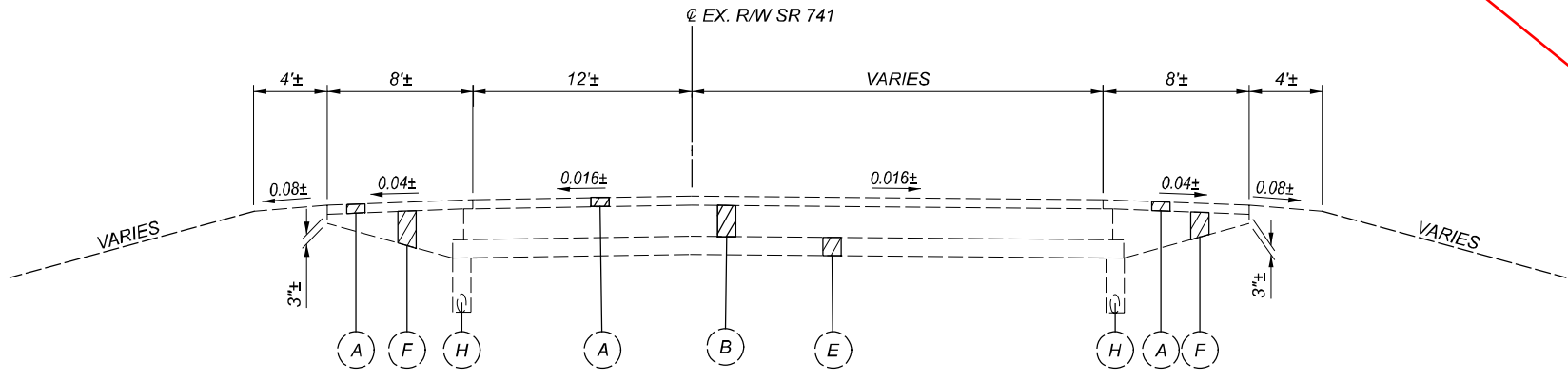
ADDED HALF SECTION TO SHOW THE VARIATION OF THE SHOULDER THICKNESS WITH STATION RANGE



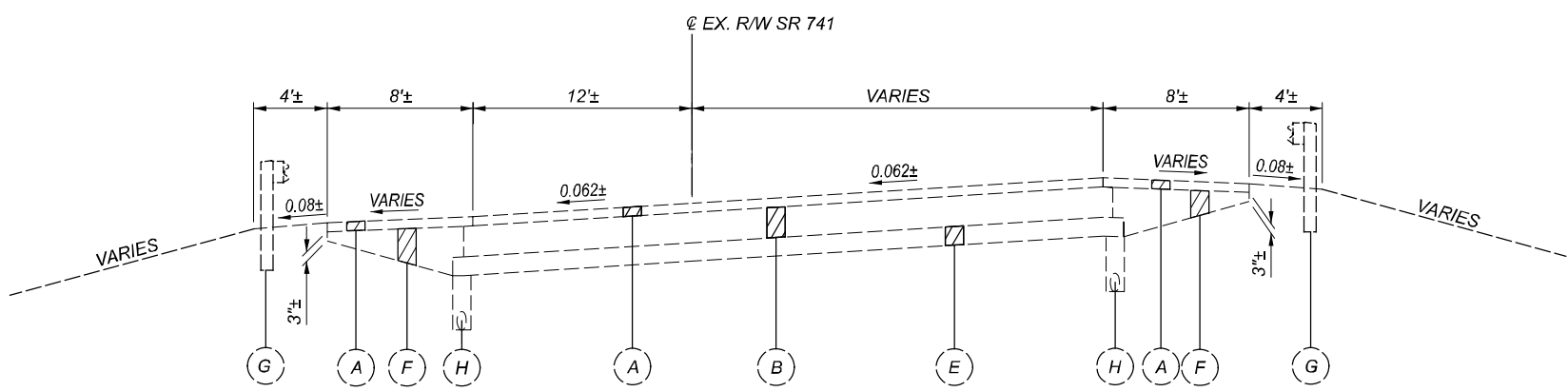
NORMAL SECTION - SR 63

EXISTING SHOULDER WIDTH VARIES THROUGH OUT THE PROJECT AREA AT SOME LOCATION IT IS 4', SOME AREAS IT IS 8' AND SOME AREAS IT IS 2'

ADDED HALF SECTION TO SHOW THE VARIATION OF THE SHOULDER THICKNESS WITH STATION RANGE



NORMAL SECTION - SR 741



SUPERELEVATED SECTION - SR 741

DESIGN AGENCY	JACOBS
DESIGNER	MJA
REVIEWER	RN 08/22/23
PROJECT ID	112121
SHEET	5
TOTAL	436

ENDANGERED BAT HABITAT REMOVAL

THIS PROJECT IS LOCATED WITHIN THE KNOWN HABITAT RANGES OF THE FEDERALLY LISTED AND PROTECTED INDIANA BAT, AND NORTHERN LONG-EARED BAT. NO TREES SHALL BE REMOVED UNDER THIS PROJECT FROM APRIL 1 THROUGH SEPTEMBER 30. ALL NECESSARY TREE REMOVAL SHALL OCCUR FROM OCTOBER 1 THROUGH MARCH 31. THIS REQUIREMENT IS NECESSARY TO AVOID AND MINIMIZE IMPACTS TO THESE SPECIES AS REQUIRED BY THE ENDANGERED SPECIES ACT (ESA). FOR THE PURPOSES OF THIS NOTE, A TREE IS DEFINED AS: A LIVE, DYING, OR DEAD WOODY PLANT, WITH A TRUNK 3 INCHES OR GREATER IN DIAMETER AT A HEIGHT OF 4.5 FEET ABOVE THE GROUND SURFACE, AND WITH A MINIMUM HEIGHT OF 13 FEET.

CONNECTION BETWEEN EXISTING AND PROPOSED GUARDRAIL

WHEN IT IS NECESSARY TO SPLICE PROPOSED GUARDRAIL TO EXISTING GUARDRAIL, ONLY THE EXISTING GUARDRAIL SHALL BE CUT, DRILLED, OR PUNCHED. THE CONNECTION SHALL BE MADE USING A W-BEAM, BEAM SPLICE AS SHOWN IN AASHTO M 180-12, EXCEPT THE BEAM WASHERS ARE NOT TO BE USED. IF REQUIRED CONTRACTOR SHALL TRANSITION THE HEIGHT OF THE PROPOSED GUARDRAIL TO MATCH THE HEIGHT OF THE EXISTING GUARDRAIL. PAYMENT SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE RESPECTIVE GUARDRAIL ITEMS.

ITEM 606 - ANCHOR ASSEMBLY, MGS TYPE E

THIS ITEM SHALL CONSIST OF FURNISHING AND INSTALLING ANY OF THE GUARDRAIL END TERMINALS FOR TYPE MGS GUARDRAIL AS LISTED ON ROADWAY ENGINEERING'S WEB PAGE UNDER ROADSIDE SAFETY DEVICES FOR APPROVED GUARDRAIL END TREATMENTS. INSTALLATION SHALL BE AT THE LOCATIONS SPECIFIED IN THE PLANS, IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

THE FACE OF THE TYPE E IMPACT HEAD SHALL BE COVERED WITH A SHEET OF TYPE G REFLECTIVE SHEETING, PER CMS 730.19.

REFER TO THE MANUFACTURER'S INSTRUCTIONS REGARDING THE INSTALLATION OF, AND THE GRADING AROUND THE FOUNDATION TUBES AND GROUND STRUT. THE TOP OF ANY FOUNDATION TUBE SHOULD BE LESS THAN 4 INCHES ABOVE THE GROUND. THE PLACEMENT OF THE FOUNDATION TUBES SHOULD BE AN APPROPRIATE DEPTH BELOW THE LEVEL LINE IN ORDER TO MAINTAIN THE FINISHED GUARDRAIL HEIGHT OF 31 INCHES FROM THE EDGE OF THE SHOULDER.

ON-SITE GRADING IS REQUIRED IF THE TOP OF THE FOUNDATION TUBES OR TOP OF THE GROUND STRUT DOES PROJECT MORE THAN 4 INCHES ABOVE THE GROUND LINE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE UNIT PRICE BID FOR ITEM 606, ANCHOR ASSEMBLY, MGS TYPE E, EACH, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL ANCHOR ASSEMBLY SYSTEM, INCLUDING ALL RELATED TRANSITIONS, REFLECTIVE SHEETING, HARDWARE, GRADING, EMBANKMENT AND EXCAVATION NOT SEPARATELY SPECIFIED, AS REQUIRED BY THE MANUFACTURER.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES (CONT.)

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

REVIEW OF DRAINAGE FACILITIES

PRIOR TO THE START OF WORK AND AGAIN BEFORE FINAL ACCEPTANCE, PERFORM AN INSPECTION WITH REPRESENTATIVES OF THE DEPARTMENT, CONTRACTOR AND LOCALS OF ALL EXISTING DRAINAGE FACILITIES THAT ARE TO REMAIN IN SERVICE WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES IS DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION ARE MAINTAINED BY THE DEPARTMENT.

CONFIRM ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE-MENTIONED PARTIES ARE MAINTAINED AND LEFT IN A CONDITION COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THEIR OPERATIONS AS DIRECTED AND APPROVED BY THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE IS INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEMS.

BIORETENTION CELL(S)

CONSTRUCT THE BIORETENTION CELL(S) AFTER ALL CONTRIBUTING DRAINAGE AREAS ARE STABILIZED AS SHOWN ON THE CONTRACT PLANS. DO NOT OPERATE HEAVY EQUIPMENT WITHIN THE PERIMETER OF A BIORETENTION CELL. USE ALL SUITABLE EXCAVATED MATERIAL IN THE WORK. ALTERNATIVELY, LEGALLY USE, RECYCLE, OR DISPOSE OF ALL EXCAVATED MATERIALS ACCORDING TO 105.16 AND 105.17.

EXCAVATE THE BIORETENTION CELL TO THE DIMENSIONS, WITH VERTICAL SIDES, TO THE ELEVATIONS SPECIFIED. MINIMIZE THE COMPACTION OF THE BOTTOM OF THE BIORETENTION CELL. EXCAVATION WILL BE MEASURED AND PAID AS ITEM 203, EXCAVATION AS PER PLAN.

THE BIORETENTION CELL CONSISTS OF FOUR DISCRETE LAYERS: BIORETENTION PLANTING SOIL LAYER, FINE AGGREGATE LAYER, COARSE AGGREGATE NO. 78 LAYER, AND COARSE AGGREGATE NO. 57 LAYER AND AN UNDERDRAIN SYSTEM. THE MATERIALS AND VOLUMES FOR EACH LAYER ARE AS SHOWN:

BIORETENTION CELL(S) (CONT.)

BIORETENTION PLANTING SOIL LAYER PLUS 3 INCH COVER		
BIORETENTION CELL	PROJECT	QUANTITY (CY)
COMPOSITION BY VOLUME		
5 PARTS SAND - CMS FINE AGGREGATE AS PER 703.20		409 CY
1 PART TOPSOIL - CMS 659.05		82 CY
2 PARTS COMPOST - CMS 659.06		164 CY
FINE AGGREGATE AS PER CMS 703.20		60 CY
COARSE AGGREGATE SIZE NO. 78 PER 703.20		60 CY
COARSE AGGREGATE SIZE NO. 57 PER 703.20		238 CY
TOTAL CUBIC YARDS		1013 CY

CONSTRUCT THE UNDERDRAIN SYSTEM AS SPECIFIED.

PLACE THE BIORETENTION PLANTING SOIL IN 12 INCH LIFTS. THE BIORETENTION PLANTING SOIL LAYER PLUS 3 INCH COVER IS 3 INCHES GREATER THAN THE DEPTH SPECIFIED TO ACCOUNT FOR EXPECTED SETTLING OF THE UNCOMPACTED SOIL. THE BIORETENTION PLANTING SOIL SHALL BE A UNIFORM MIX THAT IS FREE OF STONES, STUMPS, ROOTS, OR ANY OTHER OBJECT LARGER THAN TWO INCHES. THE SOIL MAY CONSIST OF EXISTING SOIL, FURNISHED SOIL, OR A COMBINATION OF BOTH PROVIDED THAT THE PH IS BETWEEN 5.2 ? 8.0 AND MEETS THE COMPOSITION REQUIREMENTS LISTED ABOVE. PHOSPHORUS CONCENTRATIONS OF THE PLANTING SOIL SHALL FALL BETWEEN 15 AND 60 MG/KG (PPM) AND DETERMINED BY THE MEHLICH III TEST.

THOROUGHLY MIX THE BIORETENTION PLANTING SOIL PRIOR TO PLACEMENT.

PLACE OBSERVATION WELL AND CLEANOUT WHERE SPECIFIED. CONNECT THE OBSERVATION WELL AND CLEANOUT TO THE PERFORATED UNDERDRAIN WITH THE APPROPRIATE MANUFACTURED CONNECTIONS. EXTEND THE OBSERVATION WELL AND CLEANOUT 4 INCHES ABOVE THE SURFACE ELEVATION. CAP THE OBSERVATION WELL AND CLEANOUT WITH A THREADED SCREW CAP. CAP THE ENDS OF PERFORATED UNDERDRAIN PIPES NOT TERMINATING IN AN OBSERVATION WELL AND CLEANOUT OR CONNECTED TO OTHER CONDUITS. PLACE SEED, TURF, TREES, SHRUBS, OR OTHER PLANT MATERIALS FOR BIORETENTION FACILITIES AS SPECIFIED. PLANT MATERIALS WILL BE MEASURED AND PAID FOR PER CMS ITEM(S) 659, 660, OR 661 DEPENDING ON THE PLANT MATERIALS SPECIFIED. APPLY NO PESTICIDES, HERBICIDES, LIME, AND FERTILIZERS. INSTALL ITEM 611 AS SPECIFIED. INSTALL TEMPORARY EROSION CONTROL MAT TYPE A, B, C, OR E PER CMS 671 WITH EITHER STRAW MULCH OR COMPOST OR AS SPECIFIED IN THE PLANS.

BIORETENTION CELLS WILL BE PAID FOR AS ITEM 601, BIORETENTION CELL CU. YD. AND ITEM 601, TIED CONCRETE MAT SQ. YD. EXCAVATION FOR BIORETENTION CELLS SHALL BE FOR VERTICAL SIDES ONLY AS SPECIFIED AND PAID FOR AS ITEM 203, EXCAVATION AS PER PLAN CU. YD. PERFORATED UNDERDRAINS, OBSERVATION WELLS, AND ASSOCIATED FITTINGS AND COUPLERS WILL BE PAID FOR AS ITEM 605, UNDERDRAIN AS PER PLAN. NON PERFORATED OUTLET PIPES FOR BIORETENTION CELLS SHALL BE PAID FOR AS ITEM 611. SEEDING AND MULCHING FOR THE BIORETENTION CELL SHALL BE PAID FOR AS ITEM 659 SEEDING AND MULCHING SQ. YD. EROSION CONTROL MATS SHALL BE PAID FOR AS ITEM 671, EROSION CONTROL MATS SQ. YD.

CONTRACT REQUIREMENT

THE CONTRACTOR SHALL PERFORM ALL CLEARING AND GRUBBING PRIOR TO MARCH 30, 2024. NO OTHER CONTRACT WORK SHALL BE ALLOWED/PERFORMED PRIOR TO APRIL 1, 2024; UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ALL TREES THAT ARE CLASSIFIED AS BAT TREES WITHIN THE CLEARING LIMITS OF THE PROJECT PRIOR TO MARCH 30, 2024. THE CLEARING AND GRUBBING IS NECESSARY TO ADHERE TO THE INDIANA BAT CLEARING RESTRICTION.

INTERIM COMPLETION REQUIREMENTS

THE PROJECT HAS AN INTERIM COMPLETION DATE OF OCTOBER 31, 2025. ON OR BEFORE THE INTERIM COMPLETION DATE, ALL ROADWAYS SHALL BE PLACED IN THEIR FINAL TRAFFIC CONFIGURATION WITH ALL CONTRACT ITEMS OF WORK COMPLETE EXCEPT FOR THE FINAL ASPHALT CONCRETE SURFACE COURSE, FINAL PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.

THE CONTRACTOR WILL BE SUBJECT TO DAILY DISINCENTIVES IN THE AMOUNT OF \$2,000.00 PER DAY FOR FAILURE TO COMPLETE ALL THE REQUIRED WORK AND ASSOCIATED INCIDENTALS RELATED TO THE WORK PRIOR TO THE INTERIM COMPLETION DATE. DAILY DISINCENTIVES ARE APPLICABLE TO THE WORK REQUIRED TO THE INTERIM COMPLETION DATE ONLY. THE CONTRACTOR IS STILL SUBJECT TO LIQUIDATED DAMAGES AS OUTLINED IN CMS 108.07 FOR THE REMAINDER OF THE CONTRACT. ANY TIME EXTENSIONS GRANTED SHALL APPLY TO THE INTERIM COMPLETION DATE AND NOT THE CONTRACT COMPLETION DATE.

CONTRACT COMPLETION DATE

THE CONTRACT COMPLETION DATE SHALL BE JULY 31, 2026. THE CONTRACTOR SHALL RETURN TO WORK ON OR AFTER JUNE 1, 2026 TO COMPLETE THE FINAL ASPHALT SURFACE COURSE, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKINGS BY THE CONTRACT COMPLETION DATE.

ITEM 690, SPECIAL - CONSULTANT FOR ASPHALT CONCRETE QUALITY ASSURANCE INCLUDING ASPHALT PLANT MONITORING

THIS NOTE APPLIES TO BOTH PART 1 AND PART 2 CONTRACTS.

ALL ASPHALT CONCRETE SHALL BE MONITORED, INSPECTED, SAMPLED AND TESTED. IN ADDITION TO THE REQUIREMENTS OUTLINED IN CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR ASPHALT CONCRETE (SECTIONS 401, 402, 403, 441 AND/ OR 442), SUPPLEMENTAL SPECIFICATIONS AND SPECIFIC ASPHALT BLEND SPECIFICATIONS FOR ACCEPTANCE (i.e., 446, 447, 448 AND/OR 449). THE CONTRACTOR SHALL PROVIDE A CONSULTANT TECHNICIAN WHO WILL SERVE AS THE ASPHALT PLANT MONITOR TO WITNESS THE CONTRACTOR/PRODUCER QUALITY CONTROL (QC) TESTING OF ASPHALT CONCRETE MIX. THE CONSULTANT TECHNICIAN SHALL PERFORM THE DUTIES OF THE ASPHALT MONITOR BY REVIEWING THE QC ACTIVITIES OF THE CONTRACTOR BY PHYSICAL PRESENCE AND SAMPLE TESTING AND OVERSEEING SAMPLING AND TESTING FOR PAYMENT. THE CONSULTANT ASPHALT MONITOR SHALL POSSESS AN ODOT ASPHALT LEVEL 2 CERTIFICATION. THE ASPHALT MONITOR SHALL HAVE THOROUGH KNOWLEDGE OF THE ODOT ASPHALT MONITORS MANUAL. THE CONSULTANT ASPHALT MONITOR IS PERFORMING THE DUTIES IN LIEU OF AN ODOT DEPARTMENTAL/CONSULTANT MONITOR. IT IS NOT REQUIRED TO HAVE AN ODOT DEPARTMENTAL MONITOR SCHEDULED/PRESENT AS THE CONSULTANT ASPHALT MONITOR SHALL BE CONSIDERED THE "DEPARTMENTAL" REPRESENTATIVE AS NOTED IN THE CONSTRUCTION AND MATERIAL SPECIFICATION. THE CONSULTANT ASPHALT MONITOR SHALL PERFORM ALL DUTIES AND RESPONSIBILITIES OF AN ODOT DEPARTMENTAL MONITOR. THE CONSULTANT ASPHALT MONITOR SHALL TAKE ALL SAMPLES TO THE INDEPENDENT CONSULTANT LAB FOR TESTING AND VERIFICATION ANALYSIS. THE ASPHALT

ENDANGERED BAT HABITAT REMOVAL

THIS PROJECT IS LOCATED WITHIN THE KNOWN HABITAT RANGES OF THE FEDERALLY LISTED AND PROTECTED INDIANA BAT, AND NORTHERN LONG-EARED BAT. NO TREES SHALL BE REMOVED UNDER THIS PROJECT FROM APRIL 1 THROUGH SEPTEMBER 30. ALL NECESSARY TREE REMOVAL SHALL OCCUR FROM OCTOBER 1 THROUGH MARCH 31. THIS REQUIREMENT IS NECESSARY TO AVOID AND MINIMIZE IMPACTS TO THESE SPECIES AS REQUIRED BY THE ENDANGERED SPECIES ACT (ESA). FOR THE PURPOSES OF THIS NOTE, A TREE IS DEFINED AS: A LIVE, DYING, OR DEAD WOODY PLANT, WITH A TRUNK 3 INCHES OR GREATER IN DIAMETER AT A HEIGHT OF 4.5 FEET ABOVE THE GROUND SURFACE, AND WITH A MINIMUM HEIGHT OF 13 FEET.

CONNECTION BETWEEN EXISTING AND PROPOSED GUARDRAIL

WHEN IT IS NECESSARY TO SPLICE PROPOSED GUARDRAIL TO EXISTING GUARDRAIL, ONLY THE EXISTING GUARDRAIL SHALL BE CUT, DRILLED, OR PUNCHED. THE CONNECTION SHALL BE MADE USING A W-BEAM, BEAM SPLICE AS SHOWN IN AASHTO M 180-12, EXCEPT THE BEAM WASHERS ARE NOT TO BE USED. IF REQUIRED CONTRACTOR SHALL TRANSITION THE HEIGHT OF THE PROPOSED GUARDRAIL TO MATCH THE HEIGHT OF THE EXISTING GUARDRAIL. PAYMENT SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE RESPECTIVE GUARDRAIL ITEMS.

ITEM 606 - ANCHOR ASSEMBLY, MGS TYPE E

THIS ITEM SHALL CONSIST OF FURNISHING AND INSTALLING ANY OF THE GUARDRAIL END TERMINALS FOR TYPE MGS GUARDRAIL AS LISTED ON ROADWAY ENGINEERING'S WEB PAGE UNDER ROADSIDE SAFETY DEVICES FOR APPROVED GUARDRAIL END TREATMENTS. INSTALLATION SHALL BE AT THE LOCATIONS SPECIFIED IN THE PLANS, IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

THE FACE OF THE TYPE E IMPACT HEAD SHALL BE COVERED WITH A SHEET OF TYPE G REFLECTIVE SHEETING, PER CMS 730.19.

REFER TO THE MANUFACTURER'S INSTRUCTIONS REGARDING THE INSTALLATION OF, AND THE GRADING AROUND THE FOUNDATION TUBES AND GROUND STRUT. THE TOP OF ANY FOUNDATION TUBE SHOULD BE LESS THAN 4 INCHES ABOVE THE GROUND. THE PLACEMENT OF THE FOUNDATION TUBES SHOULD BE AN APPROPRIATE DEPTH BELOW THE LEVEL LINE IN ORDER TO MAINTAIN THE FINISHED GUARDRAIL HEIGHT OF 31 INCHES FROM THE EDGE OF THE SHOULDER.

ON-SITE GRADING IS REQUIRED IF THE TOP OF THE FOUNDATION TUBES OR TOP OF THE GROUND STRUT DOES PROJECT MORE THAN 4 INCHES ABOVE THE GROUND LINE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE UNIT PRICE BID FOR ITEM 606, ANCHOR ASSEMBLY, MGS TYPE E, EACH, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL ANCHOR ASSEMBLY SYSTEM, INCLUDING ALL RELATED TRANSITIONS, REFLECTIVE SHEETING, HARDWARE, GRADING, EMBANKMENT AND EXCAVATION NOT SEPARATELY SPECIFIED, AS REQUIRED BY THE MANUFACTURER.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES (CONT.)

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

REVIEW OF DRAINAGE FACILITIES

PRIOR TO THE START OF WORK AND AGAIN BEFORE FINAL ACCEPTANCE, PERFORM AN INSPECTION WITH REPRESENTATIVES OF THE DEPARTMENT, CONTRACTOR AND LOCALS OF ALL EXISTING DRAINAGE FACILITIES THAT ARE TO REMAIN IN SERVICE WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES IS DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION ARE MAINTAINED BY THE DEPARTMENT.

CONFIRM ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE-MENTIONED PARTIES ARE MAINTAINED AND LEFT IN A CONDITION COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THEIR OPERATIONS AS DIRECTED AND APPROVED BY THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE IS INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEMS.

BIORETENTION CELL(S)

CONSTRUCT THE BIORETENTION CELL(S) AFTER ALL CONTRIBUTING DRAINAGE AREAS ARE STABILIZED AS SHOWN ON THE CONTRACT PLANS. DO NOT OPERATE HEAVY EQUIPMENT WITHIN THE PERIMETER OF A BIORETENTION CELL. USE ALL SUITABLE EXCAVATED MATERIAL IN THE WORK. ALTERNATIVELY, LEGALLY USE, RECYCLE, OR DISPOSE OF ALL EXCAVATED MATERIALS ACCORDING TO 105.16 AND 105.17.

EXCAVATE THE BIORETENTION CELL TO THE DIMENSIONS, WITH VERTICAL SIDES, TO THE ELEVATIONS SPECIFIED. MINIMIZE THE COMPACTION OF THE BOTTOM OF THE BIORETENTION CELL. EXCAVATION WILL BE MEASURED AND PAID AS ITEM 203, EXCAVATION AS PER PLAN.

THE BIORETENTION CELL CONSISTS OF FOUR DISCRETE LAYERS: BIORETENTION PLANTING SOIL LAYER, FINE AGGREGATE LAYER, COARSE AGGREGATE NO. 78 LAYER, AND COARSE AGGREGATE NO. 57 LAYER AND AN UNDERDRAIN SYSTEM. THE MATERIALS AND VOLUMES FOR EACH LAYER ARE AS SHOWN:

BIORETENTION CELL(S) (CONT.)

BIORETENTION PLANTING SOIL LAYER PLUS 3 INCH COVER		
BIORETENTION CELL	PROJECT QUANTITY (CY)	
COMPOSITION BY VOLUME		
5 PARTS SAND - CMS FINE AGGREGATE AS PER 703.20	409 CY	
1 PART TOPSOIL - CMS 659.05	82 CY	
2 PARTS COMPOST - CMS 659.06	164 CY	
FINE AGGREGATE AS PER CMS 703.20	60 CY	
COARSE AGGREGATE SIZE NO. 78 PER 703.20	60 CY	
COARSE AGGREGATE SIZE NO. 57 PER 703.20	238 CY	
TOTAL CUBIC YARDS	1013 CY	

CONSTRUCT THE UNDERDRAIN SYSTEM AS SPECIFIED.

PLACE THE BIORETENTION PLANTING SOIL IN 12 INCH LIFTS. THE BIORETENTION PLANTING SOIL LAYER PLUS 3 INCH COVER IS 3 INCHES GREATER THAN THE DEPTH SPECIFIED TO ACCOUNT FOR EXPECTED SETTLING OF THE UNCOMPACTED SOIL. THE BIORETENTION PLANTING SOIL SHALL BE A UNIFORM MIX THAT IS FREE OF STONES, STUMPS, ROOTS, OR ANY OTHER OBJECT LARGER THAN TWO INCHES. THE SOIL MAY CONSIST OF EXISTING SOIL, FURNISHED SOIL, OR A COMBINATION OF BOTH PROVIDED THAT THE PH IS BETWEEN 5.2 ? 8.0 AND MEETS THE COMPOSITION REQUIREMENTS LISTED ABOVE. PHOSPHORUS CONCENTRATIONS OF THE PLANTING SOIL SHALL FALL BETWEEN 15 AND 60 MG/KG (PPM) AND DETERMINED BY THE MEHLICH III TEST.

THOROUGHLY MIX THE BIORETENTION PLANTING SOIL PRIOR TO PLACEMENT.

PLACE OBSERVATION WELL AND CLEANOUT WHERE SPECIFIED. CONNECT THE OBSERVATION WELL AND CLEANOUT TO THE PERFORATED UNDERDRAIN WITH THE APPROPRIATE MANUFACTURED CONNECTIONS. EXTEND THE OBSERVATION WELL AND CLEANOUT 4 INCHES ABOVE THE SURFACE ELEVATION. CAP THE OBSERVATION WELL AND CLEANOUT WITH A THREADED SCREW CAP. CAP THE ENDS OF PERFORATED UNDERDRAIN PIPES NOT TERMINATING IN AN OBSERVATION WELL AND CLEANOUT OR CONNECTED TO OTHER CONDUITS. PLACE SEED, TURF, TREES, SHRUBS, OR OTHER PLANT MATERIALS FOR BIORETENTION FACILITIES AS SPECIFIED. PLANT MATERIALS WILL BE MEASURED AND PAID FOR PER CMS ITEM(S) 659, 660, OR 661 DEPENDING ON THE PLANT MATERIALS SPECIFIED. APPLY NO PESTICIDES, HERBICIDES, LIME, AND FERTILIZERS. INSTALL ITEM 611 AS SPECIFIED. INSTALL TEMPORARY EROSION CONTROL MAT TYPE A, B, C, OR E PER CMS 671 WITH EITHER STRAW MULCH OR COMPOST OR AS SPECIFIED IN THE PLANS.

BIORETENTION CELLS WILL BE PAID FOR AS ITEM 601, BIORETENTION CELL CU. YD. AND ITEM 601, TIED CONCRETE MAT SQ. YD. EXCAVATION FOR BIORETENTION CELLS SHALL BE FOR VERTICAL SIDES ONLY AS SPECIFIED AND PAID FOR AS ITEM 203, EXCAVATION AS PER PLAN CU. YD. PERFORATED UNDERDRAINS, OBSERVATION WELLS, AND ASSOCIATED FITTINGS AND COUPLERS WILL BE PAID FOR AS ITEM 605, UNDERDRAIN AS PER PLAN. NON PERFORATED OUTLET PIPES FOR BIORETENTION CELLS SHALL BE PAID FOR AS ITEM 611. SEEDING AND MULCHING FOR THE BIORETENTION CELL SHALL BE PAID FOR AS ITEM 659 SEEDING AND MULCHING SQ. YD. EROSION CONTROL MATS SHALL BE PAID FOR AS ITEM 671, EROSION CONTROL MATS SQ. YD.

CONTRACT REQUIREMENT

THE CONTRACTOR SHALL PERFORM ALL CLEARING AND GRUBBING PRIOR TO MARCH 30, 2024. NO OTHER CONTRACT WORK SHALL BE ALLOWED/PERFORMED PRIOR TO APRIL 1, 2024; UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ALL TREES THAT ARE CLASSIFIED AS BAT TREES WITHIN THE CLEARING LIMITS OF THE PROJECT PRIOR TO MARCH 30, 2024. THE CLEARING AND GRUBBING IS NECESSARY TO ADHERE TO THE INDIANA BAT CLEARING RESTRICTION.

OCTOBER 31

INTERIM COMPLETION REQUIREMENTS

THE PROJECT HAS AN INTERIM COMPLETION DATE OF ~~OCTOBER 1, 2025~~. ON OR BEFORE THE INTERIM COMPLETION DATE, ALL ROADWAYS SHALL BE PLACED IN THEIR FINAL TRAFFIC CONFIGURATION WITH ALL CONTRACT ITEMS OF WORK COMPLETE EXCEPT FOR THE FINAL ASPHALT CONCRETE SURFACE COURSE, FINAL PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.

THE CONTRACTOR WILL BE SUBJECT TO DAILY DISINCENTIVES IN THE AMOUNT OF \$2,000.00 PER DAY FOR FAILURE TO COMPLETE ALL THE REQUIRED WORK AND ASSOCIATED INCIDENTALS RELATED TO THE WORK PRIOR TO THE INTERIM COMPLETION DATE. DAILY DISINCENTIVES ARE APPLICABLE TO THE WORK REQUIRED TO THE INTERIM COMPLETION DATE ONLY. THE CONTRACTOR IS STILL SUBJECT TO LIQUIDATED DAMAGES AS OUTLINED IN CMS 108.07 FOR THE REMAINDER OF THE CONTRACT. ANY TIME EXTENSIONS GRANTED SHALL APPLY TO THE INTERIM COMPLETION DATE AND NOT THE CONTRACT COMPLETION DATE.

JULY 31

AFTER JUNE 1

CONTRACT COMPLETION DATE

THE CONTRACT COMPLETION DATE SHALL BE ~~JUNE 15, 2026~~. THE CONTRACTOR SHALL RETURN TO WORK ON OR BEFORE ~~MAY 1, 2026~~ TO COMPLETE THE FINAL ASPHALT SURFACE COURSE, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKINGS.

BY THE CONTRACT COMPLETION DATE.

ITEM 690, SPECIAL - CONSULTANT FOR ASPHALT CO ASSURANCE INCLUDING ASPHALT PLANT MONITORING

THIS NOTE APPLIES TO BOTH PART 1 AND PART 2 CONTRACTS.

ALL ASPHALT CONCRETE SHALL BE MONITORED, INSPECTED, SAMPLED AND TESTED. IN ADDITION TO THE REQUIREMENTS OUTLINED IN CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR ASPHALT CONCRETE (SECTIONS 401, 402, 403, 441 AND/OR 442), SUPPLEMENTAL SPECIFICATIONS AND SPECIFIC ASPHALT BLEND SPECIFICATIONS FOR ACCEPTANCE (i.e., 446, 447, 448 AND/OR 449). THE CONTRACTOR SHALL PROVIDE A CONSULTANT TECHNICIAN WHO WILL SERVE AS THE ASPHALT PLANT MONITOR TO WITNESS THE CONTRACTOR/PRODUCER QUALITY CONTROL (QC) TESTING OF ASPHALT CONCRETE MIX. THE CONSULTANT TECHNICIAN SHALL PERFORM THE DUTIES OF THE ASPHALT MONITOR BY REVIEWING THE QC ACTIVITIES OF THE CONTRACTOR BY PHYSICAL PRESENCE AND SAMPLE TESTING AND OVERSEEING SAMPLING AND TESTING FOR PAYMENT. THE CONSULTANT ASPHALT MONITOR SHALL POSSESS AN ODOT ASPHALT LEVEL 2 CERTIFICATION. THE ASPHALT MONITOR SHALL HAVE THOROUGH KNOWLEDGE OF THE ODOT ASPHALT MONITORS MANUAL. THE CONSULTANT ASPHALT MONITOR IS PERFORMING THE DUTIES IN LIEU OF AN ODOT DEPARTMENTAL/CONSULTANT MONITOR. IT IS NOT REQUIRED TO HAVE AN ODOT DEPARTMENTAL MONITOR SCHEDULED/PRESENT AS THE CONSULTANT ASPHALT MONITOR SHALL BE CONSIDERED THE "DEPARTMENTAL" REPRESENTATIVE AS NOTED IN THE CONSTRUCTION AND MATERIAL SPECIFICATION. THE CONSULTANT ASPHALT MONITOR SHALL PERFORM ALL DUTIES AND RESPONSIBILITIES OF AN ODOT DEPARTMENTAL MONITOR. THE CONSULTANT ASPHALT MONITOR SHALL TAKE ALL SAMPLES TO THE INDEPENDENT CONSULTANT LAB FOR TESTING AND VERIFICATION ANALYSIS. THE ASPHALT

GENERAL NOTES

DESIGN AGENCY

JACOBS

DESIGNER

TES

REVIEWER

RN 08/22/23

PROJECT ID

112121

SHEET TOTAL

16A 436

ITEM 614, MAINTAINING TRAFFIC

THE CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM 614 EXCEPT AS NOTED IN THE PLANS. IT IS THE INTENTION TO PERFORM THE REQUIRED WORK WITH THE LEAST INCONVENIENCE AND THE MAXIMUM SAFETY OF THE CONTRACTOR AND THE TRAVELING PUBLIC. ANY VARIANCES FROM THE INTENT OF THESE MAINTENANCE OF TRAFFIC NOTES MUST BE APPROVED IN ADVANCE IN WRITING BY THE ENGINEER.

A MINIMUM OF 1 LANE OF TRAFFIC IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES BY USE OF EXISTING PAVEMENT AND TEMPORARY PAVEMENT, EXCEPT ONE LANE OF TWO WAY TRAFFIC USING FLAGGERS BE MAINTAINED OVERNIGHT FROM 7:00 PM TO 6:00 AM WHILE CONSTRUCTING THE TEMPORARY PAVEMENT.

NO WORK SHALL BE PERFORMED AND ALL EXISTING LANES SHALL BE OPEN TO TRAFFIC DURING THE FOLLOWING DESIGNATED HOLIDAYS OR SPECIAL EVENTS:

Table with 2 columns: Holiday/Event and Description. Includes New Year's, Total Solar Eclipse (4/8/24), Memorial Day, Fourth of July, Labor Day, and Other Holiday or Special Event.

THE PERIOD OF TIME THAT THE LANES ARE TO BE OPEN DEPENDS ON THE DAY OF THE WEEK ON WHICH THE HOLIDAY OR SPECIAL EVENT FALLS. THE FOLLOWING SCHEDULE SHALL BE USED TO DETERMINE THIS PERIOD:

DAY OF HOLIDAY TIME ALL LANES OR SPECIAL EVENT MUST BE OPEN TO TRAFFIC

Table with 2 columns: Day and Time. Lists days of the week and corresponding times for lane closures, such as Sunday 12:00N Friday through 6:00 AM Monday.

DURING THE SAME PERIODS, MAINTAIN PEDESTRAIN ACCESS IF PEDESTRIAN ACCESS WAS PRESENT PRIOR TO CONSTRUCTION.

NEWLY CONSTRUCTED LANE ADDITIONS, ONCE COMPLETED AND INITIALLY OPENED TO TRAFFIC, SHALL BE OPEN TO TRAFFIC DURING ALL SUBSEQUENT DESIGNATED HOLIDAYS AND SPECIAL EVENTS, AND RELATED PERIODS OF TIME, SPECIFIED ABOVE.

SHOULD THE CONTRACTOR FAIL TO MEET ANY OF THESE REQUIREMENTS, THE CONTRACTOR SHALL BE ASSESSED A DISINCENTIVE PER THE LANE VALUE CONTRACT (PN 127).

LENGTH AND DURATION OF LANE CLOSURES AND RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. LANE CLOSURES OR RESTRICTIONS OVER SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

ITEM 614, MAINTAINING TRAFFIC (CONT.)

THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN SIGNS AND SIGN SUPPORTS, AS DETAILED IN THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND TYPE III BARRICADES OF THE TYPE AS REQUIRED BY THE STANDARD CONSTRUCTION DRAWINGS.

THE FOLLOWING QUANTITIES ARE ESTIMATED HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DETERMINED BY THE ENGINEER FOR THE MAINTENANCE OF TRAFFIC.

Table with 3 columns: Item, Description, and Quantity. Lists items 410, 614, and 616 with descriptions like Traffic Compacted Surface, Asphalt Concrete, and Water.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH C&MS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

SHOULDER CLOSURES ARE ALLOWED DURING DAYTIME WITHOUT RESTRICTIONS FOR WORK ON OR BEYOND THE SHOULDER AND NOT REQUIRING LANE RESTRICTION. WORK REQUIRING A LANE CLOSURE IS TO FOLLOW THE CONTRACT TABLE HOURS ALLOWED.

ALL LANES ON SR 63 AND SR 741 SHALL BE OPEN TO TRAFFIC EXCEPT AS NOTED IN THE LANE VALUE CONTRACT TABLE.

LANE VALUE CONTRACT TABLE

Table with 4 columns: Description of Critical Lane, Restricted Time Period, Time Unit, and Disincentive \$ per Time Unit per Lane. Lists SR 63 and SR 741 lane closures.

NOTIFICATION OF TRAFFIC RESTRICTIONS

THROUGHOUT THE DURATION OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITTEN NOTIFICATION IS SUBMITTED IN A TIMELY MANNER TO ALLOW THE PROJECT ENGINEER TO MEET THE REQUIRED TIME FRAMES SET FORTH IN THE TABLE BELOW TO INFORM THE DISTRICT PUBLIC

INFORMATION OFFICER BY E-MAIL AT DOT.D08.PIO@DOT.OHIO.GOV, DISTRICT PERMITS SECTION BY E-MAIL AT DOT.D08.PERMITS@DOT.OHIO.GOV, DISTRICT TRAFFIC DETOUR SECTION BY E-MAIL AT DOT.D08.DETOURS@DOT.OHIO.GOV AND CENTRAL OFFICE SPECIAL HAULING PERMITS SECTION BY E-MAIL AT HAULING.PERMITS@DOT.OHIO.GOV. THIS NOTIFICATION SHALL BE RECEIVED BY THE PROJECT ENGINEER PRIOR TO THE PHYSICAL SETUP OF ANY APPLICABLE SIGNS OR MESSAGE BOARDS.

INFORMATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, ALL CONSTRUCTION ACTIVITIES THAT IMPACT OR INTERFERE WITH TRAFFIC AND SHALL LIST THE SPECIFIC LOCATION, TYPE OF WORK, ROAD STATUS, DATE AND TIME

ITEM 614, MAINTAINING TRAFFIC (CONT.)

OF RESTRICTION, DURATION OF RESTRICTION, NUMBER OF LANES MAINTAINED, NUMBER OF LANES CLOSED, MINIMUM VERTICAL CLEARANCE, MINIMUM WIDTH OF DRIVABLE PAVEMENT, DETOUR ROUTES, IF APPLICABLE, AND ANY OTHER INFORMATION REQUESTED BY THE PROJECT ENGINEER.

NOTIFICATION TIME TABLE ITEM DURATION OF NOTICE DUE TO CLOSURE PERMITS & PIO

RAMP & ROAD CLOSURES >= 2 WEEKS 21 CALENDAR DAYS PRIOR TO CLOSURE

> 12 HOURS 14 CALENDAR DAYS & < 2 WEEKS PRIOR TO CLOSURE < 12 HOURS 4 CALENDAR DAYS PRIOR TO CLOSURE

LANE >= 2 WEEKS 14 CALENDAR DAYS CLOSURES & RESTRICTIONS < 2 WEEKS 5 BUSINESS DAYS PRIOR TO CLOSURE

START OF CONSTRUCTION & TRAFFIC PATTERN CHANGES 14 CALENDAR DAYS N/A PRIOR TO IMPLEMENTATION

ANY UNFORESEEN CONDITIONS NOT SPECIFIED IN THE PLANS REQUIRING TRAFFIC RESTRICTIONS SHALL ALSO BE REPORTED TO THE PROJECT ENGINEER USING THE NOTIFICATION TIME TABLE.

CONSTRUCTION PHASING

AS PART OF THIS PROJECT A CONCEPT MAINTAINING TRAFFIC SCHEME AS BEEN DEVELOPED AND DETAILED ON THE PLANS. THE CONTRACTOR MAY CHOOSE TO USE THE CONCEPT PLAN OR REDESIGN OR MAKE MODIFICATIONS TO THE SCHEME WITH PRIOR APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10 FOOT LANES ON SR 63 AND SR 741 UNLESS SHOWN OTHERWISE IN THE PLANS. THE CONCEPT MAINTAINING TRAFFIC SHOWN ON THE PLANS CONSIST OF FOUR PRIMARY PHASES WITH SUB-PHASES AS NOTED BELOW.

PHASE 1 - CONSTRUCT TEMPORARY PAVEMENT ON SR 63

PHASE 2 - WIDEN AND RECONSTRUCT RIGHT SIDE OF SR 63, WIDEN AND CONSTRUCT NORTHBOUND SR 741 SOUTH OF SR 63

PHASE 2A - WIDEN AND CONSTRUCT SOUTHBOUND SR 741 SOUTH OF SR 63.

PHASE 3 - WIDEN AND CONSTRUCT LEFT SIDE OF SR 63, WIDEN AND CONSTRUCT NORTHBOUND SR 741 NORTH OF SR 63

PHASE 1 CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC ON EXISTING FACILITIES AS SHOWN ON THE PLANS.

DURING THIS PHASE CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT MARKINGS AT THE MIAMI VALLEY GAMING ENTRANCE

CONSTRUCTION PHASING (CONT.)

AREA AND ALONG THE TWO LANE SECTION OF SR 63. AT THE SR 741 INTERSECTION THE CONTRACTOR AS OPTION TO EITHER MAINTAIN TRAFFIC USING EXISTING MARKINGS OR SHIFT THE TRAFFIC AS SHOWN ON THE PLANS TO CONSTRUCT THE TEMPORARY PAVEMENT AND MAINTAIN THE LANES AT THE INTERSECTION.

MAINTAIN EXISTING TRAFFIC SIGNALS AND DRIVE ACCESS AT ALL TIMES DURING THIS PHASE.

IN THIS PHASE CONSTRUCT THE FOLLOWING:

- 1) CONSTRUCT TEMPORARY PAVEMENT AS SHOWN ON THE PLANS USING FLAGGING OPERATION PER STANDARD CONSTRUCTION DRAWINGS MT-97.10 OR MT-97.12. 2) THE CONTRACTOR SHALL LEAVE NO WORK ZONE DROP OFFS AT THE END OF EACH DAY OR SHIFT. CONTRACTOR TO MAINTAIN WORK ZONE DROP OFF PER MT-101.90. 3) THICKNESS OF THE TEMPORARY PAVEMENT SHALL BE AS NOTED IN THE "TEMPORARY PAVEMENT THICKNESS AS PER PLAN" NOTE. 4) CONTRACTOR SHALL BORE OR JACK THE PIPES AT STA. 154+14.10 (30" PIPE) AND STA. 167+22.46 (24" PIPE). 5) CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC SIGNAL AT SR 63 AND SR 741 INTERSECTIONS AS SHOWN ON THE PLANS. 6) CONTRACTOR SHALL ALSO DESIGN AND INSTALL TEMPORARY TRAFFIC SIGNAL AT THE TEMPORARY ENCORE DRIVE AND SR 63 AS AUTHORIZED BY THE ENGINEER.

PHASE 2 CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC AS SHOWN ON THE PLANS

MAINTAIN DRIVE ACCESS AT ALL TIMES. CONTRACTOR SHALL MAINTAIN TWO WAY ACCESS TO THE EXISTING DRIVE TO WARREN CORRECTIONAL INSTITUTION AT STA. 127+60.00 UNTIL THE INTERSECTION AT STA. 146+77.31 IS COMPLETED AND OPENED TO TRAFFIC. ONCE THE INTERSECTION/PART 2 IS OPEN TO TRAFFIC CONVERT THE EXISTING DRIVE AT STA. 127+60.00 TO RIGHT-IN ONLY.

SR 63 AND SR 741: PLACE PCB AND SHIFT THE TRAFFIC AND MAINTAIN TRAFFIC AS SHOWN ON THE PLANS.

IN THIS PHASE THE CONTRACTOR SHALL:

- 1) PLACE PCB AS SHOWN ON THE PLANS. 2) RESTRIPE AND SHIFT TRAFFIC AS SHOWN ON THE PLANS. 3) INSTALL WORK ZONE PAVEMENT MARKING AS SHOWN ON THE PLANS. 4) INSTALL WORK ZONE RAISED PAVEMENT MARKERS PER STANDARD CONSTRUCTION DRAWINGS CD TC-65.10 AND TC-65.11 5) SHIFT THE TRAFFIC ON SR 63 6) CONSTRUCT THE PROPOSED PAVEMENT AS SHOWN ON THE PLANS. 7) PERFORM THE FOLLOWING: - ADJUST THE TRAFFIC SIGNAL HEADS AT SR 63 AND MIAMI VALLEY GAMING ENTRANCE INTERSECTION ACCORDINGLY. - MAINTAIN THE TEMPORARY TRAFFIC SIGNALS CONSTRUCTED IN PHASE 1 AT TEMPORARY ENCORE DRIVE AND SR 741. - CONSTRUCT THE PROPOSED DRAINAGE & PIPE EXTENSIONS. - CONSTRUCT THE APPLICABLE PROPOSED TRAFFIC SIGNAL SUPPORTS AND FOUNDATIONS. - CONSTRUCT THE PROPOSED FENCE AND WATER SERVICE LINE FOR ODOT OUTPOST 8. COMPLETE ANY MISCELLANEOUS INCIDENTAL WORK.

PHASE 2A CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC AS SHOWN ON THE PLANS

DESIGN AGENCY



DESIGNER

MRP

REVIEWER

RN 08/22/23

PROJECT ID

112121

SHEET

TOTAL

17 436

ITEM 614, MAINTAINING TRAFFIC

THE CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM 614 EXCEPT AS NOTED IN THE PLANS. IT IS THE INTENTION TO PERFORM THE REQUIRED WORK WITH THE LEAST INCONVENIENCE AND THE MAXIMUM SAFETY OF THE CONTRACTOR AND THE TRAVELING PUBLIC. ANY VARIANCES FROM THE INTENT OF THESE MAINTENANCE OF TRAFFIC NOTES MUST BE APPROVED IN ADVANCE IN WRITING BY THE ENGINEER.

A MINIMUM OF 1 LANE OF TRAFFIC IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES BY USE OF EXISTING PAVEMENT AND TEMPORARY PAVEMENT, EXCEPT ONE LANE OF TWO WAY TRAFFIC USING FLAGGERS BE MAINTAINED OVERNIGHT FROM 7:00 PM TO 6:00 AM WHILE CONSTRUCTING THE TEMPORARY PAVEMENT.

NO WORK SHALL BE PERFORMED AND ALL EXISTING LANES SHALL BE OPEN TO TRAFFIC DURING THE FOLLOWING DESIGNATED HOLIDAYS OR SPECIAL EVENTS:

Table with 2 columns: Holiday/Event and Description. Includes New Year's, Total Solar Eclipse (4/8/24), Memorial Day, Fourth of July, Labor Day, and Other Holiday or Special Event.

THE PERIOD OF TIME THAT THE LANES ARE TO BE OPEN DEPENDS ON THE DAY OF THE WEEK ON WHICH THE HOLIDAY OR SPECIAL EVENT FALLS. THE FOLLOWING SCHEDULE SHALL BE USED TO DETERMINE THIS PERIOD:

DAY OF HOLIDAY TIME ALL LANES OR SPECIAL EVENT MUST BE OPEN TO TRAFFIC

Table with 2 columns: Day of Holiday/Event and Time All Lanes. Lists various holidays and their corresponding lane closure times.

DURING THE SAME PERIODS, MAINTAIN PEDESTRIAN ACCESS IF PEDESTRIAN ACCESS WAS PRESENT PRIOR TO CONSTRUCTION.

NEWLY CONSTRUCTED LANE ADDITIONS, ONCE COMPLETED AND INITIALLY OPENED TO TRAFFIC, SHALL BE OPEN TO TRAFFIC DURING ALL SUBSEQUENT DESIGNATED HOLIDAYS AND SPECIAL EVENTS, AND RELATED PERIODS OF TIME, SPECIFIED ABOVE.

SHOULD THE CONTRACTOR FAIL TO MEET ANY OF THESE REQUIREMENTS, THE CONTRACTOR SHALL BE ASSESSED A DISINCENTIVE PER THE LANE VALUE CONTRACT (PN 127).

LENGTH AND DURATION OF LANE CLOSURES AND RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. LANE CLOSURES OR RESTRICTIONS OVER SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

ITEM 614, MAINTAINING TRAFFIC (CONT.)

THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN SIGNS AND SIGN SUPPORTS, AS DETAILED IN THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND TYPE III BARRICADES OF THE TYPE AS REQUIRED BY THE STANDARD CONSTRUCTION DRAWINGS.

THE FOLLOWING QUANTITIES ARE ESTIMATED HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DETERMINED BY THE ENGINEER FOR THE MAINTENANCE OF TRAFFIC.

Table with 3 columns: Item, Description, and Quantity. Lists items 410, 614, and 616 with their respective materials and quantities.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH C&MS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

ALL LANES ON SR 63 AND SR 741 SHALL BE OPEN TO TRAFFIC EXCEPT AS NOTED IN THE LANE VALUE CONTRACT TABLE.

LANE VALUE CONTRACT TABLE

Table with 4 columns: Description of Critical Lane to be Maintained, Restricted Time Period, Time Unit, and Disincentive \$ per Time Unit per Lane. Lists SR 63 and SR 741 with 1-minute restrictions.

NOTIFICATION OF TRAFFIC RESTRICTIONS

THROUGHOUT THE DURATION OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITTEN NOTIFICATION IS SUBMITTED IN A TIMELY MANNER TO ALLOW THE PROJECT ENGINEER TO MEET THE REQUIRED TIME FRAMES SET FORTH IN THE TABLE BELOW TO INFORM THE DISTRICT PUBLIC

INFORMATION OFFICER BY E-MAIL AT DOT.D08.PIO@DOT.OHIO.GOV, DISTRICT PERMITS SECTION BY E-MAIL AT DOT.D08.PERMITS@DOT.OHIO.GOV, DISTRICT TRAFFIC DETOUR SECTION BY E-MAIL AT DOT.D08.DETOURS@DOT.OHIO.GOV AND CENTRAL OFFICE SPECIAL HAULING PERMITS SECTION BY E-MAIL AT HAULING.PERMITS@DOT.OHIO.GOV. THIS NOTIFICATION SHALL BE RECEIVED BY THE PROJECT ENGINEER PRIOR TO THE PHYSICAL SETUP OF ANY APPLICABLE SIGNS OR MESSAGE BOARDS.

INFORMATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, ALL CONSTRUCTION ACTIVITIES THAT IMPACT OR INTERFERE WITH TRAFFIC AND SHALL LIST THE SPECIFIC LOCATION, TYPE OF WORK, ROAD STATUS, DATE AND TIME

ITEM 614, MAINTAINING TRAFFIC (CONT.)

OF RESTRICTION, DURATION OF RESTRICTION, NUMBER OF LANES MAINTAINED, NUMBER OF LANES CLOSED, MINIMUM VERTICAL CLEARANCE, MINIMUM WIDTH OF DRIVABLE PAVEMENT, DETOUR ROUTES, IF APPLICABLE, AND ANY OTHER INFORMATION REQUESTED BY THE PROJECT ENGINEER.

NOTIFICATION TIME TABLE ITEM DURATION OF NOTICE DUE TO CLOSURE PERMITS & PIO

RAMP & ROAD CLOSURES >= 2 WEEKS 21 CALENDAR DAYS PRIOR TO CLOSURE

> 12 HOURS 14 CALENDAR DAYS & < 2 WEEKS PRIOR TO CLOSURE < 12 HOURS 4 CALENDAR DAYS PRIOR TO CLOSURE

LANE >= 2 WEEKS CLOSURES & RESTRICTIONS < 2 WEEKS 5 BUSINESS DAYS PRIOR TO CLOSURE

START OF CONSTRUCTION & TRAFFIC PATTERN CHANGES 14 CALENDAR DAYS N/A PRIOR TO IMPLEMENTATION

ANY UNFORESEEN CONDITIONS NOT SPECIFIED IN THE PLANS REQUIRING TRAFFIC RESTRICTIONS SHALL ALSO BE REPORTED TO THE PROJECT ENGINEER USING THE NOTIFICATION TIME TABLE.

CONSTRUCTION PHASING

AS PART OF THIS PROJECT A CONCEPT MAINTAINING TRAFFIC SCHEME AS BEEN DEVELOPED AND DETAILED ON THE PLANS. THE CONTRACTOR MAY CHOOSE TO USE THE CONCEPT PLAN OR REDESIGN OR MAKE MODIFICATIONS TO THE SCHEME WITH PRIOR APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10 FOOT LANES ON SR 63 AND SR 741 UNLESS SHOWN OTHERWISE IN THE PLANS. THE CONCEPT MAINTAINING TRAFFIC SHOWN ON THE PLANS CONSIST OF FOUR PRIMARY PHASES WITH SUB-PHASES AS NOTED BELOW.

PHASE 1 - CONSTRUCT TEMPORARY PAVEMENT ON SR 63

PHASE 2 - WIDEN AND RECONSTRUCT RIGHT SIDE OF SR 63, WIDEN AND CONSTRUCT NORTHBOUND SR 741 SOUTH OF SR 63

PHASE 2A - WIDEN AND CONSTRUCT SOUTHBOUND SR 741 SOUTH OF SR 63.

PHASE 3 - WIDEN AND CONSTRUCT LEFT SIDE OF SR 63, WIDEN AND CONSTRUCT NORTHBOUND SR 741 NORTH OF SR 63

PHASE 1 CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC ON EXISTING FACILITIES AS SHOWN ON THE PLANS.

DURING THIS PHASE CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT MARKINGS AT THE MIAMI VALLEY GAMING ENTRANCE

ADD SHOULDERS CLOSURES ARE ALLOWED DURING DAYTIME WITHOUT RESTRICTIONS FOR WORK ON OR BEYOND THE SHOULDER AND NOT REQUIRING LANE RESTRICTIONS. WORK REQUIRING A LANE CLOSURE IS TO FOLLOW THE CONTRACT TABLE HOURS ALLOWED.

CONSTRUCTION PHASING (CONT.)

AREA AND ALONG THE TWO LANE SECTION OF SR 63. AT THE SR 741 INTERSECTION THE CONTRACTOR AS OPTION TO EITHER MAINTAIN TRAFFIC USING EXISTING MARKINGS OR SHIFT THE TRAFFIC AS SHOWN ON THE PLANS TO CONSTRUCT THE TEMPORARY PAVEMENT AND MAINTAIN THE LANES AT THE INTERSECTION.

MAINTAIN EXISTING TRAFFIC SIGNALS AND DRIVE ACCESS AT ALL TIMES DURING THIS PHASE.

IN THIS PHASE CONSTRUCT THE FOLLOWING:

- 1) CONSTRUCT TEMPORARY PAVEMENT AS SHOWN ON THE PLANS USING FLAGGING OPERATION PER STANDARD CONSTRUCTION DRAWINGS MT-97.10 OR MT-97.12. 2) THE CONTRACTOR SHALL LEAVE NO WORK ZONE DROP OFFS AT THE END OF EACH DAY OR SHIFT. CONTRACTOR TO MAINTAIN WORK ZONE DROP OFF PER MT-101.90. THICKNESS OF THE TEMPORARY PAVEMENT SHALL BE AS NOTED IN THE "TEMPORARY PAVEMENT THICKNESS AS PER PLAN" NOTE. CONTRACTOR SHALL BORE OR JACK THE PIPES AT STA. 154+14.10 (30" PIPE) AND STA. 167+22.46 (24" PIPE). CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC SIGNAL AT SR 63 AND SR 741 INTERSECTIONS AS SHOWN ON THE PLANS. CONTRACTOR SHALL ALSO DESIGN AND INSTALL TEMPORARY TRAFFIC SIGNAL AT THE TEMPORARY ENCORE DRIVE AND SR 63 AS AUTHORIZED BY THE ENGINEER.

PHASE 2 CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC AS SHOWN ON THE PLANS

MAINTAIN DRIVE ACCESS AT ALL TIMES. CONTRACTOR SHALL MAINTAIN TWO WAY ACCESS TO THE EXISTING DRIVE TO WARREN CORRECTIONAL INSTITUTION AT STA. 127+60.00 UNTIL THE INTERSECTION AT STA. 146+77.31 IS COMPLETED AND OPENED TO TRAFFIC. ONCE THE INTERSECTION/PART 2 IS OPEN TO TRAFFIC CONVERT THE EXISTING DRIVE AT STA. 127+60.00 TO RIGHT-IN ONLY.

SR 63 AND SR 741: PLACE PCB AND SHIFT THE TRAFFIC AND MAINTAIN TRAFFIC AS SHOWN ON THE PLANS.

IN THIS PHASE THE CONTRACTOR SHALL:

- 1) PLACE PCB AS SHOWN ON THE PLANS. 2) RESTRIPE AND SHIFT TRAFFIC AS SHOWN ON THE PLANS. 3) INSTALL WORK ZONE PAVEMENT MARKING AS SHOWN ON THE PLANS. 4) INSTALL WORK ZONE RAISED PAVEMENT MARKERS PER STANDARD CONSTRUCTION DRAWINGS CD TC-65.10 AND TC-65.11 5) SHIFT THE TRAFFIC ON SR 63 6) CONSTRUCT THE PROPOSED PAVEMENT AS SHOWN ON THE PLANS. 7) PERFORM THE FOLLOWING: - ADJUST THE TRAFFIC SIGNAL HEADS AT SR 63 AND MIAMI VALLEY GAMING ENTRANCE INTERSECTION ACCORDINGLY. - MAINTAIN THE TEMPORARY TRAFFIC SIGNALS CONSTRUCTED IN PHASE 1 AT TEMPORARY ENCORE DRIVE AND SR 741. - CONSTRUCT THE PROPOSED DRAINAGE & PIPE EXTENSIONS. - CONSTRUCT THE APPLICABLE PROPOSED TRAFFIC SIGNAL SUPPORTS AND FOUNDATIONS. - CONSTRUCT THE PROPOSED FENCE AND WATER SERVICE LINE FOR ODOT OUTPOST 8. COMPLETE ANY MISCELLANEOUS INCIDENTAL WORK.

PHASE 2A CONSTRUCTION

IN THIS PHASE MAINTAIN ALL TRAFFIC AS SHOWN ON THE PLANS

SHEET NUM.											PART.		ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
14	15	16	78	79	80	81	81A			88	CTY							
ROADWAY																		
LUMP											LUMP		201	11000	LS	CLEARING AND GRUBBING	14	
			9								9		202	20010	9	EACH	HEADWALL REMOVED	
						77,742					77,742		202	23000	77,742	SY	PAVEMENT REMOVED	
			1,631								1,631		202	32000	1,631	FT	CURB REMOVED	
			2,263								2,263		202	35100	2,263	FT	PIPE REMOVED, 24" AND UNDER	
			20								20		202	35200	20	FT	PIPE REMOVED, OVER 24"	
			4,940								4,940		202	38000	4,940	FT	GUARDRAIL REMOVED	
			4								4		202	58000	4	EACH	MANHOLE REMOVED	
			14								14		202	58100	14	EACH	CATCH BASIN REMOVED	
			8,599								8,599		202	75000	8,599	FT	FENCE REMOVED	
			6								6		202	75250	6	EACH	GATE REMOVED	
			8								8		202	98100	8	EACH	REMOVAL MISC.:STEEL POST	
			2								2		202	98100	2	EACH	REMOVAL MISC.:BRICK FILLARS	14
			123								123		202	98200	123	FT	REMOVAL MISC.:PVC FENCE FOR STORAGE	16
			87								87		202	98200	87	FT	REMOVAL MISC.:DECORATIVE BRICK CURB	97
5,200											5,200		202	98200	5,200	FT	REMOVAL MISC.:ABANDONED GAS LINE REMOVAL AND DISPOSAL	14
650											650		202	98200	650	FT	REMOVAL MISC.: ABANDONED WATER SERVICE LINE AND DISPOSAL	14
2,123					62,071						64,194		203	10000	64,194	CY	EXCAVATION	
										953	953		203	10001	953	CY	EXCAVATION, AS PER PLAN	91
2,123					56,023						58,214		203	20000	58,214	CY	EMBANKMENT	
				828							828		204	10000	828	SY	SUBGRADE COMPACTION	
				322							322		204	13000	322	CY	EXCAVATION OF SUBGRADE	
				322							322		204	30020	322	CY	GRANULAR MATERIAL, TYPE C	
62											62		204	45000	62	HOUR	PROOF ROLLING	14
				828							828		204	50000	828	SY	GEOTEXTILE FABRIC	
				3,717							3,717		206	10500	3,717	TON	CEMENT	
				123,043							123,043		206	11000	123,043	SY	CURING COAT	
				123,043							123,043		206	15020	123,043	SY	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP	
		LUMP									LUMP		206	30001	LS		MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN	16
				5,775							5,775		606	15050	5,775	FT	GUARDRAIL, TYPE MGS	
				2,250							2,250		606	15100	2,250	FT	GUARDRAIL, TYPE MGS WITH LONG POSTS	
				325							325		606	15150	325	FT	GUARDRAIL, TYPE MGS HALF POST SPACING	
				100							100		606	15200	100	FT	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS	
				312.5							312.5		606	15250	312.5	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING	
				350							350		606	15300	350	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS	
				14							14		606	26150	14	EACH	ANCHOR ASSEMBLY, MGS TYPE E, MASH 2016	
				12							12		606	26550	12	EACH	ANCHOR ASSEMBLY, MGS TYPE T	
				1							1		606	35002	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1	
				1							1		606	35102	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2	
							6,131				6,131		607	15000	6,131	FT	FENCE, TYPE 47	
							2				2		607	61111	2	EACH	GATE REBUILT, AS PER PLAN	16
							1,752				1,752		607	98000	1,752	FT	FENCE, MISC.:SECURITY FENCE	16
		LUMP									LUMP		623	11000	LS		PROVIDING ELECTRONIC INSTRUMENTATION	15
		8									8		623	11100	8	HOUR	TECHNICAL ASSISTANCE	15
			7								7		623	39500	7	EACH	MONUMENT ASSEMBLY ADJUSTED TO GRADE	16
			24								24		623	40500	24	EACH	REFERENCE MONUMENT, TYPE A	16
							11				11		625	32000	11	EACH	GROUND ROD	
		2									2		SPECIAL	69098000	2	EACH	SETTLEMENT PLATFORMS	15
LUMP											LUMP		SPECIAL	69098400	LS		LOCATE PRIVATE UTILITIES	14
LUMP											LUMP		SPECIAL	69098400	LS		MAINTAIN EXISTING PRIVATE SIGN	14
LUMP		LUMP									LUMP		SPECIAL	69098400	LS		CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	15
LUMP											LUMP		SPECIAL	69098400	LS		PRIVATE SIGN, AS PER PLAN	14
		LUMP									LUMP		878	25000	LS		INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS	15

SHEET NUM.											PART.		ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
14	15	16	78	79	80	81	81A			88	CTY							
											LUMP		201	11000	LS	CLEARING AND GRUBBING	14	
											9		202	20010	9	EACH	HEADWALL REMOVED	
											77,742		202	23000	77,742	SY	PAVEMENT REMOVED	
											1,631		202	32000	1,631	FT	CURB REMOVED	
											2,263		202	35100	2,263	FT	PIPE REMOVED, 24" AND UNDER	
											20		202	35200	20	FT	PIPE REMOVED, OVER 24"	
											4,940		202	38000	4,940	FT	GUARDRAIL REMOVED	
											4		202	58000	4	EACH	MANHOLE REMOVED	
											14		202	58100	14	EACH	CATCH BASIN REMOVED	
											8,599		202	75000	8,599	FT	FENCE REMOVED	
											6		202	75250	6	EACH	GATE REMOVED	
											8		202	98100	8	EACH	REMOVAL MISC.:STEEL POST	
											2		202	98100	2	EACH	REMOVAL MISC.:BRICK PILLARS	14
											123		202	98200	123	FT	REMOVAL MISC.:PVC FENCE FOR STORAGE	16
											87		202	98200	87	FT	REMOVAL MISC.:DECORATIVE BRICK CURB	97
5,200											5,200	202	98200	5,200	FT	REMOVAL MISC.:ABANDONED GAS LINE REMOVAL AND DISPOSAL	14	
650											650	202	98200	650	FT	REMOVAL MISC.: ABANDONED WATER SERVICE LINE AND DISPOSAL	14	
2,123											2,123	203	10000	83,541	CY	EXCAVATION		
2,123											2,123	203	10001	953	CY	EXCAVATION, AS PER PLAN	91	
											953	203	20000	58,214	CY	EMBANKMENT		
											828	204	10000	828	SY	SUBGRADE COMPACTION		
											322	204	13000	322	CY	EXCAVATION OF SUBGRADE		
											322	204	30020	322	CY	GRANULAR MATERIAL, TYPE C		
62											62	204	45000	62	HOUR	PROOF ROLLING	14	
											828	204	50000	828	SY	GEOTEXTILE FABRIC		
											3,717	206	10500	3,717	TON	CEMENT		
											123,043	206	11000	123,043	SY	CURING COAT		
											123,043	206	15020	123,043	SY	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		
											LUMP	206	30001	LS		MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN	16	
											5,775	606	15050	5,775	FT	GUARDRAIL, TYPE MGS		
											2,250	606	15100	2,250	FT	GUARDRAIL, TYPE MGS WITH LONG POSTS		
											325	606	15150	325	FT	GUARDRAIL, TYPE MGS HALF POST SPACING		
											100	606	15200	100	FT	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		
											312.5	606	15250	312.5	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING		
											350	606	15300	350	FT	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		
											14	606	26150	14	EACH	ANCHOR ASSEMBLY, MGS TYPE E, MASH 2016		
											12	606	26550	12	EACH	ANCHOR ASSEMBLY, MGS TYPE T		
											1	606	35002	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		
											1	606	35102	1	EACH	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		
											6,131	607	15000	6,131	FT	FENCE, TYPE 47		
											2	607	61111	2	EACH	GATE REBUILT, AS PER PLAN	16	
											1,752	607	98000	1,752	FT	FENCE, MISC.:SECURITY FENCE	16	
											LUMP	623	11000	LS		PROVIDING ELECTRONIC INSTRUMENTATION	15	
											8	623	11100	8	HOUR	TECHNICAL ASSISTANCE	15	
											7	623	39500	7	EACH	MONUMENT ASSEMBLY ADJUSTED TO GRADE	16	
											24	623	40500	24	EACH	REFERENCE MONUMENT, TYPE A	16	
											11	625	32000	11	EACH	GROUND ROD		
											2	SPECIAL	69098000	2	EACH	SETTLEMENT PLATFORMS	15	
.UMP											LUMP	SPECIAL	69098400	LS		LOCATE PRIVATE UTILITIES	14	
.UMP											LUMP	SPECIAL	69098400	LS		MAINTAIN EXISTING PRIVATE SIGN	14	
.UMP											LUMP	SPECIAL	69098400	LS		CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	15	
.UMP											LUMP	SPECIAL	69098400	LS		PRIVATE SIGN, AS PER PLAN	14	
											LUMP	878	25000	LS		INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS	15	

62,071 CY

64,194 CY

64,194 CY

81,418

83,541

83,541

GENERAL SUMMARY

DESIGN AGENCY

JACOBS

DESIGNER
TES

REVIEWER
RN 08/22/23

PROJECT ID
112121

SHEET TOTAL
73 436

MODEL: Sheet PAPER: 17x11 (In.) DATE: 8/23/2023 TIME: 1:54:21 PM USER: Tahir.Sondo@jacobs.com

pww\Project\Wise\A\ER\jacobs.com\DEN003\Documents\C6A18200 - SR 63 Reconstruction\Design\112121_21_GS\04.dgn

SHEET NO.	STATION TO STATION	203	203
		EXCAVATION	EMBANKMENT
		CY	CY
SR 63			
147	107+00.00 TO 108+00.00	56	0
148	108+50.00	108	0
149	110+00.00	128	0
150	111+50.00	156	5
151	113+00.00	172	11
152	114+50.00	135	25
153	116+00.00	122	39
154	117+50.00	142	147
155	119+00.00	127	218
156	120+50.00	308	155
157	122+00.00	221	224
158	123+50.00	193	233
159	125+00.00	198	190
160	126+50.00	249	66
161	128+00.00	368	20
162	129+50.00	355	45
163	131+00.00	371	34
164	132+50.00	862	24
165	134+00.00	1049	14
166	135+50.00	765	10
167	137+00.00	1237	19
168	138+50.00	2186	0
169	139+50.00	2873	1
170	141+00.00	761	34
171	142+50.00	337	61
172	144+00.00	514	40
173	145+50.00	1588	1
174	147+00.00	3349	0
175	148+50.00	3604	0
176	150+00.00	4362	0
177	151+50.00	2840	4
178	153+00.00	1380	165
179	154+50.00	681	385
180	156+00.00	877	72
181	157+50.00	1974	1
182	159+00.00	2620	0
183	160+50.00	1630	0
184	161+50.00	965	0
185	162+50.00	624	0
186	163+50.00	1432	0
187	164+50.00	3259	0
188	165+50.00	3142	0
189	166+50.00	1312	15
190	167+50.00	209	1215
191	169+00.00	1597	345
192	170+50.00	5271	0
193	172+00.00	4761	0
194	173+50.00	1321	39
195	175+00.00	53	587
196	176+50.00	21	720
197	178+00.00	184	680
198	179+50.00	407	350
199	181+00.00	275	107
200	182+50.00	244	215
201	184+00.00	303	220
202	185+50.00	407	126
203	187+00.00	353	147
204	188+50.00	265	431
205	190+00.00	369	511
TOTALS - STA. 107+00.00 TO STA. 191+00, SR 63		65672	7951

SHEET NO.	STATION TO STATION	203	203
		EXCAVATION	EMBANKMENT
		CY	CY
206	191+50.00 TO 192+50.00	526	405
207	193+00.00	652	395
208	194+50.00	435	927
209	196+00.00	313	284
210	197+50.00	336	383
211	199+00.00	195	611
212	200+50.00	266	449
213	202+00.00	345	358
214	203+50.00	347	247
215	205+00.00	368	246
216	206+50.00	184	637
217	208+00.00	301	623
218	209+50.00	294	779
219	211+00.00	415	601
220	212+50.00	401	633
221	214+00.00	488	469
222	215+50.00	753	151
223	217+00.00	384	838
224	218+50.00	231	2459
225	220+00.00	132	2921
226	221+00.00	114	3811
227	222+00.00	138	3690
228	223+00.00	171	2561
229	224+00.00	186	1272
230	225+00.00	213	363
231	226+00.00	169	985
232	227+00.00	161	1367
233	228+00.00	178	1204
234	229+00.00	332	1011
235	230+50.00	477	1279
236	232+00.00	288	865
237	233+50.00	294	972
238	234+50.00	408	2149
239	236+00.00	222	567
240	237+50.00	140	168
241	239+00.00	131	172
242	240+50.00	196	43
243	242+00.00	177	48
244	243+50.00	176	154
245	245+00.00	81	193
246	246+00.00	49	604
247	247+00.00	43	775
248	248+00.00	41	265
249	249+00.00	48	127
250	250+00.00	51	79
251	251+00.00	28	45
251A	251+50.00	22	26
251B	252+50.00	38	16
251C	253+50.00	25	2
251D	254+30.00	23	0
TOTALS - STA. 191+50.00 TO STA. 251+03.35, SR 63		11986	39229

ADJUSTED THE EXCAVATION DUE TO THE PAVEMENT REMOVAL (TOTAL PAVEMENT REMOVAL INCLUDES FULL DEPTH SHOULDER)
= 77,742 - 19,848 = 57,894 SY @ 11" THICK = 17,693 CY
SHOULDER REMOVAL = 19,848 CY @ 3" THICK = 1654 CY
TOTAL = 17,693+1654 = 19,347 CY

SHEET NO.	STATION TO STATION	203	203
		EXCAVATION	EMBANKMENT
		CY	CY
SR 741			
252	903+60.00 TO 903+65.11	3	0
253	903+75.00	16	1
254	904+25.00	20	41
255	904+75.00	20	177
256	905+25.00	21	211
257	905+75.00	20	563
258	906+25.00	24	868
259	906+75.00	38	800
260	907+25.00	42	778
261	907+75.00	48	732
262	908+25.00	47	622
263	908+75.00	99	485
264	909+25.00	95	357
265	909+75.00	95	387
266	910+25.00	159	511
267	911+00.00	143	529
268	911+75.00	181	1335
269	912+50.00	314	15
270	913+25.00	224	20
271	914+00.00	252	1
272	914+75.00	228	0
273	915+50.00	229	0
274	916+25.00	215	5
275	917+00.00	156	19
276	917+75.00	137	31
277	918+50.00	121	40
278	919+25.00	112	50
279	920+00.00	129	38
280	920+75.00	115	37
281	921+50.00	82	52
282	922+25.00	82	48
283	923+00.00	49	53
284	923+75.00	41	19
285	924+50.00	52	13
286	925+25.00	33	3
287	926+00.00	82	0
288	926+75.00	36	2
289	927+50.00	0	0
290	928+00.00	0	0
TOTALS - STA. 903+60.00 TO STA. 928+05.00, SR 741		3760	8843
TOTALS - STA. 107+00.00 TO STA. 191+00.00, SR 63		65672	7951
TOTALS - STA. 191+50.00 TO STA. 251+03.35, SR 63		11986	39229
TOTALS CARRIED TO GENERAL SUMMARY		81418	56023

81,418-19,347 = 62,071 CY

REF NO.	SHEET NO.	STATION TO STATION	301	304	407	441
			ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS), 5" CY	AGGREGATE BASE, 6" CY	TACK COAT, 0.06 GAL/SY GAL	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22, 1.25" CY
		SR 63				
		TO				
DR-1	95, 311	STA. 119+60.89, RT		23		
DR-1A	96, 313A	STA. 121+63.29, RT		9		
DR-2	99, 311	STA. 135+58.82, LT	19		9	5
DR-3	103, 311	STA. 158+27.49, LT	18		8	5
DR-3A	106, 313A	STA. 171+71.08, LT		27		
DR-4	110, 312	STA. 190+16.41, LT	12		5	3
DR-5	110, 312	STA. 192+94.06, LT	11		5	3
DR-6	111, 312	STA. 198+71.54, LT	23		10	6
DR-7	112, 313	STA. 200+58.00, LT	8		4	2
		SR 741				
DR-8	126, 313	923+81.82, RT	9		4	3
DR-9	127, 313	926+18.08, RT	12		5	3
TOTALS CARRIED TO GENERAL SUMMARY			112	59	50	30

DRIVE SUBSUMMARY

REF NO.	SHEET NO.	STATION TO STATION	659
			SEEDING AND MULCHING SY
		92-117 127+86.85 LT SR 63 TO 229+77.15 LT SR 63	43447.44
		92-117 108+77.45 RT SR 63 229+77.15 RT SR 63	55455.48
		117-118 230+14.15 LT SR 63 237+24.97 LT SR 63	2939.67
		117-122 230+14.15 RT SR 63 254+30.05 RT SR 63	12045.47
		124, 117 906+51.10 LT SR 741 911+15.96 LT SR 741	4771.98
		117, 123, 124 903+64.90 RT SR 741 911+15.96 RT SR 741	6077.25
		125 -127 913+53.34 RT SR 741 927+15.69 RT SR 741	4871.93
		83 DEDUCT DITCH EROSION PROTECTION	-7272.00
		83 DEDUCT SLOPE EROSION PROTECTION	-2216.00
TOTALS CARRIED TO GENERAL SUMMARY			120122

SEEDING SUBSUMMARY

ITEM 202 - PAVEMENT REMOVED

SR 63 AND SR 741

COMPUTER GENERATED AREA:
 PAVEMENT REMOVAL AREA = 699,670 SF = 77,742 SY (INCLUDES PAVED EXISTING DRIVES)

PROJECT TOTAL = 77,742 SY

EXISTING PAVEMENT AVERAGE THICKNESS FROM BORINGS = ± 11 INCHES (FOR INFORMATION ONLY)

B-006-0-21 12 INCHES
 B-008-0-21 10 INCHES
 B-010-0-21 10 INCHES
 B-012-0-21 10 INCHES
 B-018-0-21 10 INCHES
 B-021-0-21 12 INCHES
 B-025-0-21 12 INCHES

SHOULDER THICKNESS VARIES ON SR 63:
 FROM BEGINNING OF THE PROJECT TO STA. 125+00.00 (APPROXIMATELY) - THICKNESS IS ±11"
 FROM STA. 125+00.00 TO END OF THE PROJECT - THICKNESS IS ±3"

SHOULDER THICKNESS ON SR 741 - ±3"

TOTAL CARRIED TO GENERAL SUMMARY

PAVEMENT REMOVAL QUANTITY

REF NO.	SHEET NO.	STATION TO STATION	601	601	601	602	611	611	611	611
			ROCK CHANNEL PROTECTION, TYPE B WITH FILTER CY	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER CY	RIPRAP, TYPE D SY	CONCRETE MASONRY CY	CONDUIT, BORED OR JACKED, 24", 748.06 FT	CONDUIT, BORED OR JACKED, 30", 748.06 FT	54" CONDUIT, TYPE A, 707.02(0.138) (ALUMINIZED) FT	78" CONDUIT, TYPE A, 707.02(0.168) (ALUMINIZED) FT
D-33	348	STA. 154+14.10		2	17	1.2		125		
D-35	349	STA. 167+22.46		2	14	0.5	158			
D-45	355	STA. 220+88.87	24							20
D-47	356	STA. 234+38.55	11		15	2.7			48	
TOTALS CARRIED TO GENERAL SUMMARY			35	4	46	5	158	125	48	20

CULVERT SUBSUMMARY

REF NO.	SHEET NO.	STATION TO STATION		301	304	407	441
				ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS), 5" CY	AGGREGATE BASE, 6" CY	TACK COAT, 0.06 GAL/SY GAL	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22, 1.25" CY
SR 63							
DR-1	95, 311	STA. 119+60.89, RT			23		
DR-1A	96, 313A	STA. 121+63.29, RT			9		
DR-2	99, 311	STA. 135+58.82, LT		19		9	5
DR-3	103, 311	STA. 158+27.49, LT		18		8	5
DR-3A	106, 313A	STA. 171+71.08, LT			27		
DR-4	110, 312	STA. 190+16.41, LT		12		5	3
DR-5	110, 312	STA. 192+94.06, LT		11		5	3
DR-6	111, 312	STA. 198+71.54, LT		23		10	6
DR-7	112, 313	STA. 200+58.00, LT		8		4	2
SR 741							
DR-8	126, 313	923+81.82, RT		9		4	3
DR-9	127, 313	926+18.08, RT		12		5	3
TOTALS CARRIED TO GENERAL SUMMARY				112	59	50	30

DRIVE SUBSUMMARY

REF NO.	SHEET NO.	STATION TO STATION		659
				SEEDING AND MULCHING
				SY
92-117	127+86.85 LT	SR 63	TO 229+77.15 LT	SR 63 43447.44
92-117	108+77.45 RT	SR 63	229+77.15 RT	SR 63 55455.48
117-118	230+14.15 LT	SR 63	237+24.97 LT	SR 63 2939.67
117-122	230+14.15 RT	SR 63	254+30.05 RT	SR 63 12045.47
124, 117	906+51.10 LT	SR 741	911+15.96 LT	SR 741 4771.98
117, 123, 124	903+64.90 RT	SR 741	911+15.96 RT	SR 741 6077.25
125 -127	913+53.34 RT	SR 741	927+15.69 RT	SR 741 4871.93
83	DEDUCT DITCH EROSION PROTECTION			-7272.00
83	DEDUCT SLOPE EROSION PROTECTION			-2216.00
TOTALS CARRIED TO GENERAL SUMMARY				120122

SEEDING SUBSUMMARY

ADDED APPROXIMATE SHOULDER THICKNESSES AND THE STATION RANGE FOR BOTH SR 63 AND SR 741

REF NO.	SHEET NO.	STATION TO STATION		601	601	601	602	611	611	611	611
				ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	RIPRAP, TYPE D	CONCRETE MASONRY	CONDUIT, BORED OR JACKED, 24", 748.06	CONDUIT, BORED OR JACKED, 30", 748.06	54" CONDUIT, TYPE A, 707.02(0.138) (ALUMINIZED)	78" CONDUIT, TYPE A, 707.02(0.168) (ALUMINIZED)
				CY	CY	SY	CY	FT	FT	FT	FT
D-33	348	STA. 154+14.10			2	17	1.2		125		
D-35	349	STA. 167+22.46			2	14	0.5	158			
D-45	355	STA. 220+88.87		24							20
D-47	356	STA. 234+38.55		11		15	2.7			48	
TOTALS CARRIED TO GENERAL SUMMARY				35	4	46	5	158	125	48	20

CULVERT SUBSUMMARY

ITEM 202 - PAVEMENT REMOVED

SR 63 AND SR 741

COMPUTER GENERATED AREA:
 PAVEMENT REMOVAL AREA = 699,670 SF = 77,742 SY (INCLUDES PAVED EXISTING DRIVES)

PROJECT TOTAL = 77,742 SY

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 B-008-0-21 10 INCHES
 B-010-0-21 10 INCHES
 B-012-0-21 10 INCHES
 B-018-0-21 10 INCHES
 B-021-0-21 12 INCHES
 B-025-0-21 12 INCHES

TOTAL CARRIED TO GENERAL SUMMARY

PAVEMENT QUANTITY

REVISED TO "PAVEMENT REMOVAL QUANTITY"

GENERAL NOTES

DESIGN SPECIFICATIONS: THIS STRUCTURE CONFORMS TO THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 9TH EDITION AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

DESIGN SPECIFICATIONS: THE FOLLOWING DESIGN DATA IS ASSUMED:

INTERNAL ANGLE OF FRICTION = 30
 UNIT WEIGHT OF SOIL = 120 PCF
 UNIT WEIGHT OF CONCRETE = 150 PCF
 SLOPE OF BACKFILL = 2:1

CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI
 (FOOTING, WINGWALL/RETAINING WALL, AND HEADWALL)

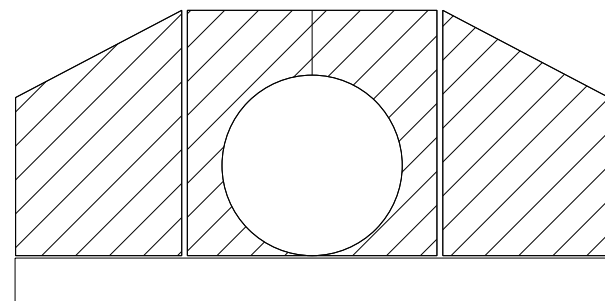
REINFORCING STEEL - ASTM A615, A616, OR A617
 GRADE 60 MINIMUM YIELD STRENGTH 60,000 PSI
 (ALL REINFORCING STEEL SHALL BE EPOXY COATED)

LOAD MODIFIERS:

OPERATIONAL IMPORTANCE: A LOAD MODIFIER OF 1.00 HAS BEEN ASSUMED FOR THE DESIGN OF THIS STRUCTURE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, ARTICLE 1.3.2 AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

LEGEND:

- B.F. - BACK FACE
- CONT. - CONTRACTION
- CONST. - CONSTRUCTION
- C.J. - CONSTRUCTION JOINT
- DIA. - DIAMETER
- EF. - EACH FACE
- EL. - ELEVATION
- E/P - EDGE OF PAVEMENT
- EOB - END OF BORING
- EXP. - EXPANSION
- EX. - EXISTING
- F.F. - FRONT FACE
- FL. - FLOW LINE
- INV. - INVERT
- JT. - JOINT
- MAX. - MAXIMUM
- MIN. - MINIMUM
- P.E.J.F. - PREFORMED EXPANSION JOINT FILLER
- PROP. - PROPOSED
- SPA. - SPACED
- STA. - STATION
- STD. DWG. - STANDARD DRAWING
- T&B - TOP AND BOTTOM
- TYP. - TYPICAL



**EXISTING CULVERT HEADWALL/
WINGWALL REMOVAL LIMITS**

PORTIONS OF STRUCTURE TO BE REMOVED

PREFORMED EXPANSION JOINT PREFORMED EXPANSION JOINT FILLER (P.E.J.F.) CONFORMING TO CMS 705.03, 1 INCH THICK, SHALL BE PLACED ABOVE THE FOOTING BETWEEN THE SIDES OF WALLS. PAYMENT FOR MATERIALS AND INSTALLATION SHALL BE INCLUDED WITH ITEM 516 - 1" PREFORMED EXPANSION JOINT FILLER.

SEALING OF HEADWALL AND ALL EXPOSED WALLS: ALL EXPOSED WALL CONCRETE SHALL BE SEALED WITH EPOXY-URETHANE SEALER. THE LIMITS SHALL BE AS SHOWN IN THE DIAGRAMS BELOW. PAYMENT FOR THE EPOXY-URETHANE SEALER SHALL BE PER ITEM 512 - SEALING OF CONCRETE SURFACES.

FOUNDATION BEARING RESISTANCE:

STA. 220+00.00 TO STA. 220+48.61 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.20 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.00 KIPS PER SQUARE FOOT.

STA. 220+48.61 TO STA. 220.88.60 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.90 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.90 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.20 KIPS PER SQUARE FOOT.

STA. 221.88.60 TO STA. 221+80.04 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.90 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 4.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.80 KIPS PER SQUARE FOOT.

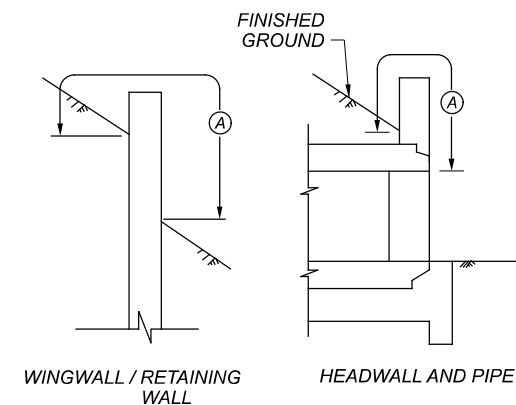
STA. 220+80.04 TO STA. 222+50.00 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.20 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 8.90 KIPS PER SQUARE FOOT.

BASIS OF PAYMENT: ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE WINGWALL STEM SHALL BE INCLUDED WITH ITEM 511 - CLASS QC CONCRETE/RETAINING WINGWALL NOT INCLUDING FOOTING.

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE HEADWALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, HEADWALL.

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE FOOTING AND CUTOFF WALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, FOOTING.

PAYMENT FOR REINFORCING STEEL SHALL BE INCLUDED WITH ITEM 509 - EPOXY COATED REINFORCING STEEL.



LIMITS OF ITEM 512-SEALING CONCRETE SURFACES

(A) - SEAL ENTIRE CONCRETE SURFACE AREA

ESTIMATED QUANTITIES

ITEM	ITEM EXT.	TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
202	11201	LS		PORTIONS OF STRUCTURES REMOVED, AS PER PLAN	2
203	10000	172	CY	EXCAVATION	
503	21330	LS		UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE	
509	10000	84,712	LB	EPOXY COATED STEEL REINFORCEMENT	
511	46010	292	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	
511	46510	404	CY	CLASS QC1 CONCRETE, FOOTING	
511	46610	18	CY	CLASS QC1 CONCRETE, HEADWALL	
512	10100	366	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	
512	33000	28	SY	TYPE 2 WATERPROOFING	
516	13600	98	SF	1" PREFORMED EXPANSION JOINT FILLER	
518	20000	348	SY	PREFABRICATED GEOCOMPOSITE DRAIN	
518	40000	254	FT	6" PERFORATED CORRUGATED PLASTIC PIPE	
601	21050	126	SY	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT	

GENERAL NOTES
RETAINING WALL ON RIGHT OF SR 63
WAR-SR 63-0.83, SR 63 RECONSTRUCTION

SFN	
DESIGN AGENCY	
JACOBS	
DESIGNER	CHECKER
MM	MAN
REVIEWER	
FBW 08/22/23	
PROJECT ID	
112121	
SUBSET	TOTAL
3	7
SHEET	TOTAL
364	436

WAR-63-0.83

MODEL: Sheet PAPER SIZE: 17x11 (in.) DATE: 10/10/2023 TIME: 11:19:00 AM USER: munna
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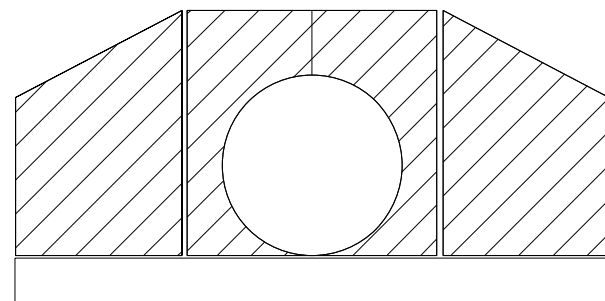
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- STD. DWG. - STANDARD DRAWING
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WINGWALL REMOVAL LIMITS**

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FOUNDATION BEARING RESISTANCE:

STA. 220+00.00 TO STA. 220+48.61 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.20 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.00 KIPS PER SQUARE FOOT.

STA. 220+48.61 TO STA. 220.88.60 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.90 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.90 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.20 KIPS PER SQUARE FOOT.

STA. 221.88.60 TO STA. 221+80.04 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.90 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 4.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 9.80 KIPS PER SQUARE FOOT.

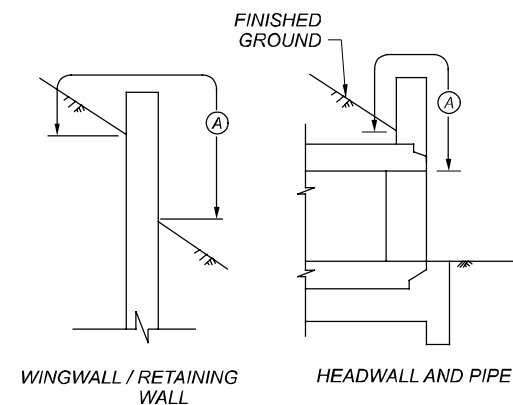
STA. 220+80.04 TO STA. 222+50.00 FOOTINGS LOCATED BETWEEN THE ABOVE STATIONING, AS DESIGNED PRODUCE A MAXIMUM SERVICE LOAD PRESSURE OF 2.20 KIPS PER SQUARE FOOT AND A MAXIMUM STRENGTH LOAD PRESSURE OF 3.00 KIPS PER SQUARE FOOT. THE FACTORED BEARING RESISTANCE IS 8.90 KIPS PER SQUARE FOOT.

BASIS OF PAYMENT: ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE WINGWALL STEM SHALL BE INCLUDED WITH ITEM 511 - CLASS QC CONCRETE/RETAINING WINGWALL NOT INCLUDING FOOTING.

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE HEADWALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, HEADWALL.

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE FOOTING AND CUTOFF WALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, FOOTING.

PAYMENT FOR REINFORCING STEEL SHALL BE INCLUDED WITH ITEM 509 - EPOXY COATED REINFORCING STEEL.



LIMITS OF ITEM 512-SEALING CONCRETE SURFACES

(A) - SEAL ENTIRE CONCRETE SURFACE AREA

ESTIMATED QUANTITIES					
ITEM	ITEM EXT.	TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
202	11201	LS		PORTIONS OF STRUCTURES REMOVED, AS PER PLAN	2
203	10000	172	CY	EXCAVATION	
503	21330	LS		UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE	
509	10000	84,712	LB	EPOXY COATED STEEL REINFORCEMENT	
511	46010	292	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	
511	46510	404	CY	CLASS QC1 CONCRETE, FOOTING	
511	46610	18	CY	CLASS QC1 CONCRETE, HEADWALL	
512	10100	366	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	
516	13600	98	SF	1" PREFORMED EXPANSION JOINT FILLER	
518	20000	348	SY	PREFABRICATED GEOCOMPOSITE DRAIN	
518	40000	254	FT	6" PERFORATED CORRUGATED PLASTIC PIPE	
601	21050	126	SY	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT	

ADD ITEM
512 33000 28 SY TYPE 2 WATERPROOFING

WAR-63-0.83

MODEL: Sheet PAPER SIZE: 17x11 (In.) DATE: 8/23/2023 TIME: 4:17:28 PM USER: Tahir.Somdo@jacobs.com
 p:\Project\Wise\A\WAR-63-0.83\Reconstruction\Design\112121\1400-Engineering\Structures\Ret_Wall\112121_WN001.dgn

GENERAL NOTES
 RETAINING WALL ON RIGHT OF SR 63
 WAR-SR 63-0.83, SR 63 RECONSTRUCTION

SFN	
DESIGN AGENCY	
JACOBS	
DESIGNER	CHECKER
MM	MAN
REVIEWER	
FBW 08/22/23	
PROJECT ID	
112121	
SUBSET	TOTAL
3	7
SHEET	TOTAL
364	436



Addendum #1
October 2nd, 2023

WAR SR63 0.83 (PID 112121)

Attached is the Bid Proposal (12 sheets) for the above referenced Project which includes Part 1 and Part 2. A hard copy filled out by the contractor shall be submitted with the bid.

Following are the changes to Part 1 of the plan set:

Sheet 351 of 436 - On the Quantity Table the quantities are repeated in 3 different columns (Column 1, Column 4 and Column 7)– See the attached markup of the sheet 351 of 436_Old Sheet.pdf – Quantities on Columns 1 and 7 are correct and the quantity shown of Column 4 is incorrect for Items 601 – 28 SY and 30 CY are incorrect should match the Quantity in Columns 1 and 7.

Sheet 358 of 436 - On the Quantity Table the quantities are repeated in 3 different columns (Column 1, Column 4 and Column 7)– See the attached markup of the sheet 358 of 436_Old Sheet.pdf – Quantities on Columns 1 and 7 are correct and the quantity shown of Column 4 is incorrect for Item 601 – 412 CY is incorrect should match the Quantity in Columns 1 and 7.

The change does not impact the cost estimate – correct quantities were used. Only the sheets were revised accordingly.

Please replace the attached two sheets:

112121_Sheet 351 of 436

112121_Sheet 358 of 436

Also, available for your use upon request is a Bid Proposal excel spreadsheet. Please email dan.corey@co.warren.oh.us to request the excel spreadsheet.

Written questions ask by contractors:

Question #1) Is there going to be any allowance for compensation on rock excavation? Rock is at variable depths in that location and it is likely that it will be encountered in some of underground work.

Answer #1) As per Item 203 – All excavation is considered “unclassified” and no additional compensation. The boring logs are within the plan set for review and information.

Question #2) Is railroad Insurance and Inspection required since we are in the vicinity of the tracs at the west end of the project?

Answer #2) Please refer to Bid Document Section X-IORY for requirements of the contractor application – where all cost associated for application, insurance, RR flagging, etc. are incidental to the project.

Question #3) Is the ODOT 611 specifications for the pipe plans and pipe testing/inspection going to be applied to this project or can it be waved?

Answer #3) ODOT 611 Specifications apply for this project.

Question #4) Will additional time be provided for bid preparation?

Answer #4) All bids must be submitted in conformance with the requirements of the Project Specifications and in a sealed envelope marked: ODOT PID 112121: WAR-SR63-0.83, and received in the office of the Warren County Engineer, 210 W Main Street, Lebanon, Ohio 45036, no later than 11:00 a.m. Local Time on Thursday, October 19th, 2023, and then at said time bids will be opened and read aloud.

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
PART 1						
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E20010	HEADWALL REMOVED		9	EACH		
202E23000	PAVEMENT REMOVED		77742	SY		
202E32000	CURB REMOVED		1631	FT		
202E35100	PIPE REMOVED, 24" AND UNDER		2263	FT		
202E35200	PIPE REMOVED, OVER 24"		20	FT		
202E38000	GUARDRAIL REMOVED		4940	FT		
202E58000	MANHOLE REMOVED		4	EACH		
202E58100	CATCH BASIN REMOVED		14	EACH		
202E75000	FENCE REMOVED		8599	FT		
202E75250	GATE REMOVED		6	EACH		
202E98100	REMOVAL MISC.:	STEEL POST	8	EACH		
202E98100	REMOVAL MISC.:	BRICK PILLARS	2	EACH		
202E98200	REMOVAL MISC.:	PVC FENCE FOR STORAGE	123	FT		
202E98200	REMOVAL MISC.:	DECORATIVE BRICK CURB	87	FT		
202E98200	REMOVAL MISC.:	ABANDONDED GAS LINE REMOVAL AND DISPOSAL	5200	FT		
202E98200	REMOVAL MISC.:	ABANDONED WATER SERVICE LINE AND DISPOSAL	650	FT		
203E10000	EXCAVATION		83541	CY		
203E10001	EXCAVATION, AS PER PLAN		953	CY		
203E20000	EMBANKMENT		58214	CY		
204E10000	SUBGRADE COMPACTION		828	SY		
204E13000	EXCAVATION OF SUBGRADE		322	CY		
204E30020	GRANULAR MATERIAL, TYPE C		322	CY		
204E45000	PROOF ROLLING		62	HOUR		
204E50000	GEOTEXTILE FABRIC		828	SY		
206E10500	CEMENT		3717	TON		
206E11000	CURING COAT		123043	SY		
206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		123043	SY		
206E30001	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN		1	LS		
606E15050	GUARDRAIL, TYPE MGS		5775	FT		
606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS		2250	FT		
606E15150	GUARDRAIL, TYPE MGS HALF POST SPACING		325	FT		
606E15200	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		100	FT		
606E15250	GUARDRAIL, TYPE MGS QUARTER POST SPACING		312.5	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
606E15300	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		350	FT		
606E26150	ANCHOR ASSEMBLY, MGS TYPE E	, MASH 2016	14	EACH		
606E26550	ANCHOR ASSEMBLY, MGS TYPE T		12	EACH		
606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		1	EACH		
606E35102	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		1	EACH		
607E15000	FENCE, TYPE 47		6131	FT		
607E61111	GATE REBUILT, AS PER PLAN		2	EACH		
607E98000	FENCE, MISC.:	SECURITY FENCE	1752	FT		
623E11000	PROVIDING ELECTRONIC INSTRUMENTATION		1	LS		
623E11100	TECHNICAL ASSISTANCE		8	HOUR		
623E39500	MONUMENT ASSEMBLY ADJUSTED TO GRADE		7	EACH		
623E40500	REFERENCE MONUMENT, TYPE A		24	EACH		
625E32000	GROUND ROD		11	EACH		
690E98400	SPECIAL -	SETTLEMENT PLATFORMS	2	LS		
690E98400	SPECIAL -	LOCATE PRIVATE UTILITIES	1	LS		
690E98400	SPECIAL -	MAINTAIN EXISTING PRIVATE SIGN	2	LS		
690E98400	SPECIAL -	CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	1	LS		
690E98400	SPECIAL -	PRIVATE SIGN, AS PER PLAN	1	LS		
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E11000	RIPRAP, TYPE D		46	SY		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		306	SY		
601E21060	TIED CONCRETE BLOCK MAT WITH TYPE 2 UNDERLAYMENT		731	SY		
601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER		51	CY		
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER		58	CY		
601E45050	BIORETENTION CELL		1013	CY		
659E00100	SOIL ANALYSIS TEST		8	EACH		
659E00300	TOPSOIL		13334	CY		
659E10000	SEEDING AND MULCHING		120122	SY		
659E14000	REPAIR SEEDING AND MULCHING		6007	SY		
659E15000	INTER-SEEDING		6007	SY		
659E20000	COMMERCIAL FERTILIZER		17	TON		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
659E31000	LIME		25	ACRE		
659E35000	WATER		665	MGAL		
659E40000	MOWING		271	MSF		
670E00500	SLOPE EROSION PROTECTION		2216	SY		
670E00700	DITCH EROSION PROTECTION		7272	SY		
671E15000	EROSION CONTROL MAT, TYPE A		1330	SY		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE		1	LS		
832E30000	EROSION CONTROL		200000	EACH		
836E10000	SEEDING AND EROSION CONTROL WITH TURF REINFORCING MAT, TYPE 1		2104	SY		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		7	CY		
605E05101	4" SHALLOW PIPE UNDERDRAINS, AS PER PLAN		1609	FT		
605E11100	6" SHALLOW PIPE UNDERDRAINS		24951	FT		
605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS		7623	FT		
605E14000	6" BASE PIPE UNDERDRAINS		37497	FT		
611E00200	4" CONDUIT, TYPE C	, 707.33, 707.42 OR 707.45	540	FT		
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS		1731	FT		
611E00900	6" CONDUIT, TYPE B		100	FT		
611E01400	6" CONDUIT, TYPE E		50	FT		
611E01500	6" CONDUIT, TYPE F		100	FT		
611E04400	12" CONDUIT, TYPE B		1664	FT		
611E04600	12" CONDUIT, TYPE C		103	FT		
611E04900	12" CONDUIT, TYPE D		184	FT		
611E05900	15" CONDUIT, TYPE B		285	FT		
611E06100	15" CONDUIT, TYPE C		20	FT		
611E06400	15" CONDUIT, TYPE D		200	FT		
611E07400	18" CONDUIT, TYPE B		322	FT		
611E07600	18" CONDUIT, TYPE C		175	FT		
611E07900	18" CONDUIT, TYPE D		300	FT		
611E09100	21" CONDUIT, TYPE C		460	FT		
611E10400	24" CONDUIT, TYPE B		333	FT		
611E10600	24" CONDUIT, TYPE C		19	FT		
611E10900	24" CONDUIT, TYPE D		23	FT		
611E22200	54" CONDUIT, TYPE A	, 707.02(0.138) (ALUMINIZED)	48	FT		
611E27000	78" CONDUIT, TYPE A	, 707.02(0.168) (ALUMINIZED)	20	FT		
611E96600	CONDUIT, BORED OR JACKED	, 24", 748.06	158	FT		
611E96600	CONDUIT, BORED OR JACKED	, 30", 748.06	125	FT		
611E98150	CATCH BASIN, NO. 3		3	EACH		
611E98180	CATCH BASIN, NO. 3A		20	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E98300	CATCH BASIN, NO. 5		6	EACH		
611E98370	CATCH BASIN, NO. 6		2	EACH		
611E98470	CATCH BASIN, NO. 2-2B		2	EACH		
611E99574	MANHOLE, NO. 3		3	EACH		
611E99654	MANHOLE ADJUSTED TO GRADE		2	EACH		
611E99660	MANHOLE RECONSTRUCTED TO GRADE		2	EACH		
611E99710	PRECAST REINFORCED CONCRETE OUTLET		27	EACH		
DRAINAGE TOTALS						
PAVEMENT						
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	, 3.25"	25269	SY		
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		16547	CY		
301E56100	ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS)		112	CY		
304E20000	AGGREGATE BASE		20415	CY		
407E10000	TACK COAT		50	GAL		
407E20000	NON-TRACKING TACK COAT		18730	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		30	CY		
442E00100	ANTI-SEGREGATION EQUIPMENT		12955	CY		
442E10000	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)		5980	CY		
442E10080	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (446)		6975	CY		
442E22300	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (449)	, LEVELLING	29	CY		
609E23000	COMBINATION CURB AND GUTTER, TYPE 4		3463	FT		
609E24510	CURB, TYPE 4-C		18	FT		
690E98400	SPECIAL -	QUALITY ASSURANCE INCLUDING MONITORING	1	LS		
872E10000	VOID REDUCING ASPHALT MEMBRANE (VRAM)		85852	FT		
PAVEMENT TOTALS						
WATER WORKS						
690E98000	SPECIAL -	4" GATE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	16" X 16" TAPPING SLEEVE, VALVE AND VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	CUT AND PLUG EXISTING 16" WATER LINE (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	2" AIR RELEASE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98100	SPECIAL -	16" WATER MAIN DIP AND FITTINGS (WARREN COUNTY)	307	FT		
690E98100	SPECIAL -	4" WATER MAIN POLYVINLYL CHLORIDE PIPE AND FITTINGS(WARREN COUNTY)	3500	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASMENT, BORED OR JACKED (WARREN COUNTY)	220	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
690E98100	SPECIAL -	10" STEEL PIPE ENCASUREMENT, OPEN CUT (WARREN COUNTY)	70	FT		
690E98100	SPECIAL -	24" STEEL PIPE ENCASUREMENT BORED OR JACKED (WARREN COUNTY)	138	FT		
690E98100	SPECIAL -	MISC.: CONCRETE ENCASUREMENT (WARREN COUNTY)	75	FT		
690E98400	SPECIAL -	MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+59	1	LS		
WATER WORKS TOTALS						
TRAFFIC CONTROL						
621E00100	RPM		1198	EACH		
621E54000	RAISED PAVEMENT MARKER REMOVED		370	EACH		
626E00110	BARRIER REFLECTOR, TYPE 2	, BI-DIRECTIONAL	124	EACH		
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		933	FT		
630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST		36	FT		
630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST		39	FT		
630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7		34	FT		
630E08600	SIGN POST REFLECTOR		12	EACH		
630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION		2	EACH		
630E80100	SIGN, FLAT SHEET		463	SF		
630E80200	SIGN, GROUND MOUNTED EXTRUSHEET		30	SF		
630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION		2	EACH		
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL		101	EACH		
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION		2	EACH		
630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL		95	EACH		
630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL		3	EACH		
644E00104	EDGE LINE, 6"		1.21	MILE		
644E00204	LANE LINE, 6"		0.12	MILE		
644E00300	CENTER LINE		0.79	MILE		
644E00404	CHANNELIZING LINE, 12"		2426	FT		
644E00500	STOP LINE		748	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
644E00700	TRANSVERSE/DIAGONAL LINE		3570	FT		
644E00720	CHEVRON MARKING		295	FT		
644E00900	ISLAND MARKING		308	SF		
644E01000	RAILROAD SYMBOL MARKING		4	EACH		
644E01300	LANE ARROW		152	EACH		
644E01350	LANE REDUCTION ARROW		4	EACH		
644E01510	DOTTED LINE, 6"		660	FT		
807E14010	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, EDGE LINE, 6"		5.9	MILE		
807E14110	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, LANE LINE, 6"		5.4	MILE		
807E14200	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CENTER LINE		5.4	MILE		
807E14310	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CHANNELIZING LINE, 12"		7125	FT		
807E14410	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, DOTTED LINE, 6"		1021	FT		
850E10000	GROOVING FOR 4" RECESSED PAVEMENT MARKING, (ASPHALT)		10.8	MILE		
850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		11.2	MILE		
850E10110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		1021	FT		
850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT)		7125	FT		
TRAFFIC CONTROL TOTALS						
TRAFFIC SIGNALS						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		
625E00460	CONNECTION, UNFUSED PULL APART		8	EACH		
625E18300	BRACKET ARM, 18'		3	EACH		
625E18400	BRACKET ARM, 20'		3	EACH		
625E18500	BRACKET ARM, 25'		1	EACH		
625E18510	BRACKET ARM, 30'		1	EACH		
625E23304	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE		3754	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		1098	FT		
625E25104	CONDUIT, 1", 725.051		165	FT		
625E25408	CONDUIT, 2", 725.051		104	FT		
625E25504	CONDUIT, 3", 725.051		94	FT		
625E25604	CONDUIT, 4", 725.051		162	FT		
625E25908	CONDUIT, JACKED OR DRILLED, 725.052	, 4"	2465	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	, WITH PHOTOCELL	8	EACH		
625E29002	TRENCH, 24" DEEP		531	FT		
625E30706	PULL BOX, 725.08, 24"		13	EACH		
625E31600	PULL BOX, MISC.:	REUSE EXISTING PULL BOX	2	EACH		
625E32000	GROUND ROD		17	EACH		
630E79200	SIGN ATTACHMENT ASSEMBLY, MAST ARM		20	EACH		
630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED		17	EACH		
630E80100	SIGN, FLAT SHEET		236	SF		
632E05006	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		22	EACH		
632E05064	VEHICULAR SIGNAL HEAD, (LED), 4-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		3	EACH		
632E05086	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, POLYCARBONATE		8	EACH		
632E25000	COVERING OF VEHICULAR SIGNAL HEAD		33	EACH		
632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG		10231	FT		
632E64010	SIGNAL SUPPORT FOUNDATION		8	EACH		
632E64020	PEDESTAL FOUNDATION		4	EACH		
632E67300	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG		582	FT		
632E70001	POWER SERVICE, AS PER PLAN		3	EACH		
632E70200	CONDUIT RISER, 1" DIAMETER		2	EACH		
632E79151	COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 14, AS PER PLAN		8	EACH		
632E89905	PEDESTAL, 10', TRANSFORMER BASE, AS PER PLAN		4	EACH		
632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM	, CABINET	1	EACH		
632E90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN		1	EACH		
633E65521	CABINET, TYPE 332, AS PER PLAN		3	EACH		
633E67100	CABINET FOUNDATION		3	EACH		
633E67200	CONTROLLER WORK PAD		3	EACH		
633E68511	COMMUNICATIONS, AS PER PLAN		3	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
633E75001	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN		3	EACH		
809E60000	CCTV IP-CAMERA SYSTEM, DOME-TYPE		3	EACH		
809E69001	ADVANCE RADAR DETECTION, AS PER PLAN		6	EACH		
809E69101	STOP LINE RADAR DETECTION, AS PER PLAN		11	EACH		
809E69123	ATC CONTROLLER, AS PER PLAN	, V6.24, (PROGRAM & INSTALL ONLY)	3	EACH		
824E00011	SYSTEM ANALYSIS, AS PER PLAN		1	LS		
TRAFFIC SIGNALS TOTALS						
RETAINING WALLS						
202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN		1	LS		
203E10000	EXCAVATION		172	CY		
503E21330	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		84712	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		292	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		404	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		18	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		366	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		98	SF		
518E20000	PREFABRICATED GEOCOMPOSITE DRAIN		348	SY		
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE		254	FT		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		126	SY		
RETAINING WALLS TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486)						
202E11000	STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		3776	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		8	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		29	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		2	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		41	SY		
512E33000	TYPE 2 WATERPROOFING		171	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		34	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		10	CY		
601E11000	RIPRAP, TYPE D		43	SY		
601E32110	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER		34	CY		
611E95600	12' X 4' CONDUIT, TYPE A, 706.05		92	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486) TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514)						
202E11200	PORTIONS OF STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
509E10000	EPOXY COATED STEEL REINFORCEMENT		1908	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		4	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		15	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		1	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		21	SY		
512E33000	TYPE 2 WATERPROOFING		40	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		15	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		5	CY		
601E32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER		50	CY		
611E96300	14' X 4' CONDUIT, TYPE A, 706.05		18	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0349, SFN 8301514) TOTALS						
MAINTENANCE OF TRAFFIC						
410E11000	TRAFFIC COMPACTED SURFACE, TYPE B		500	CY		
614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE		80	HOUR		
614E12380	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL)		41	EACH		
614E12460	WORK ZONE MARKING SIGN		10	EACH		
614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN		860	EACH		
614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC		500	CY		
614E13310	BARRIER REFLECTOR, TYPE 1	, BIDIRECTIONAL	381	EACH		
614E13360	OBJECT MARKER, TWO WAY		381	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	TEMPORARY TRAFFIC SIGNAL INSTALLATION	2	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	ADJUST EXISTING TRAFFIC SIGNAL HEADS	1	EACH		
614E20000	WORK ZONE LANE LINE, CLASS I, 4"		6.5	MILE		
614E20550	WORK ZONE LANE LINE, CLASS III, 4", 642 PAINT		5.5	MILE		
614E21000	WORK ZONE CENTER LINE, CLASS I		16	MILE		
614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT		6.6	MILE		
614E22000	WORK ZONE EDGE LINE, CLASS I, 4"		21.3	MILE		
614E22350	WORK ZONE EDGE LINE, CLASS III, 4", 642 PAINT		6.8	MILE		
614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8"		19277	FT		
614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 8", 642 PAINT		9974	FT		
614E24000	WORK ZONE DOTTED LINE, CLASS I		836	FT		
614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I		1910	FT		
614E26000	WORK ZONE STOP LINE, CLASS I		585	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
614E30000	WORK ZONE ARROW, CLASS I		119	EACH		
614E32000	WORK ZONE RAILROAD SYMBOL MARKING, CLASS I		2	EACH		
615E10000	ROADS FOR MAINTAINING TRAFFIC		1	LS		
615E25001	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN		12292	SY		
616E10000	WATER		285	MGAL		
622E41100	PORTABLE BARRIER, UNANCHORED		17017	FT		
622E41110	PORTABLE BARRIER, ANCHORED		1970	FT		
642E00720	CHEVRON MARKING, TYPE 1		124	FT		
MAINTENANCE OF TRAFFIC TOTALS						
INCIDENTALS						
108E10000	CPM PROGRESS SCHEDULE		1	LS		
614E11000	MAINTAINING TRAFFIC		1	LS		
619E16020	FIELD OFFICE, TYPE C		24	MNTH		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTALS TOTALS						
TOTAL COST PART 1						

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
PART 2						
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E23000	PAVEMENT REMOVED		15	SY		
202E75000	FENCE REMOVED		206	FT		
202E98400	REMOVAL MISC: CONCRETE PAD REMOVAL		106	SF		
203E10000	EXCAVATION		2519	CY		
203E20000	EMBANKMENT		176	CY		
204E45000	PROOF ROLLING		3	HOUR		
206E10500	CEMENT		52	TON		
206E11000	CURING COAT		8349	SY		
206E15010	CEMENT STABILIZED SUBGRADE, 12 INCHES DEEP		8349	SY		
206E30000	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS		1	LS		
607E23000	FENCE , TYPE CLT		145	FT		
607E61111	GATE REBUILT, AS PER PLAN		1	EACH		
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		6	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
659_00300	TOPSOIL		541	CY		
659E10000	SEEDING AND MULCHING		4874	SY		
659E14000	REPAIR SEEDING AND MULCHING		244	SY		
659E20000	COMMERCIAL FERTILIZER		0.66	TON		
659E31000	LIME		1	ACRE		
659E35000	WATER		26.32	MGAL		
832E30000	EROSION CONTROL		3000	EACH		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION INSPECTION SOFTWARE		1	LS		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		0.5	CY		
605E14000	6" BASE PIPE UNDEERDRAINS		1935	FT		
611E00510	6" CONDUIT TYPE F FOR UNDERDRAIN OUTLETS		20	FT		
611E04200	12" CONDUIT, TYPE A, 707.01 (ALUMINIZED),	706.02 OR 707.33	47	FT		
611E99710	PRECAST REINCORCED OUTLET		4	EACH		
DRAINAGE TOTALS						
LIGHTING						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		
625E00480	CONNECTION, UNFUSED PERMANENT		3	EACH		
625E10490	LIGHT POLE, CONVENTIONAL, DESIGN AT8B30		8	EACH		
625E14000	LIGHT POLE FOUNDATION, 24' X 6' DEEP		8	EACH		
625E23302	NO. 6 AWG 2400 VOLT DISTRIBUTION CABLE		3600	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		608	FT		
625E25400	CONDUIT, 2". 725.04		1093	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	IES-II-M,LED,9,000-11,000 LUMENS	8	EACH		
625E29000	TRENCH		1093	FT		
625E30700	PULL BOX, 725.08, 18"		2	EACH		
625E32000	GROUND ROD		9	EACH		
625E34001	POWER SERVICE, AS PER PLAN		1	EACH		
625E36010	UNDERGROUND WARNING/MARKING TAPE		1093	FT		
625E76000	ARCH FLASH CALCULATIONS AND LABEL (CC-'A')		1	EACH		
LIGHTING TOTALS						
PAVEMENT						
302E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		344	CY		
304E20000	AGGREGATE BASE		518	CY		
407E20000	NON-TRACKING TACK COAT		1084	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		106	CY		
441E70300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)		148	CY		
PAVEMENT TOTALS						
TRAFFIC CONTROL						
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		26	FT		
630E08600	SIGN POST REFLECTOR		2	EACH		
630E80100	SIGN, FLATSHEET		14	SF		
642_00100	EDGE LINE, 4", TYPE 1		0.41	MILE		
642E00800	CENTER LINE, TYPE 1		0.22	MILE		
642E00500	STOP LINE, TYPE 1		22	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
TRAFFIC CONTROL TOTALS						
MISCELLANEOUS STRUCTURE						
690E98400	SPECIAL-	ODRC ENTRANCE SIGN	1	LS		
MISCELLANEOUS STRUCTURE TOTAL						
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LS		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTAL TOTALS						
TOTAL COST PART 2						

REFER TO THE FOLLOWING STANDARD BRIDGE DRAWINGS

N/A

DESIGN SPECIFICATIONS

THIS STRUCTURE CONFORMS TO THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 9TH EDITION, 2020, AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

DESIGN DATA

THE FOLLOWING DESIGN DATA IS ASSUMED:
 INTERNAL ANGLE OF FRICTION OF BACKFILL SOIL, $\phi_{br} = 30^\circ$
 TOTAL UNIT WEIGHT OF BACKFILL SOIL = 120 PCF
 INTERNAL ANGLE OF FRICTION (DRAINED), FOUNDATION SOIL, $\phi_f = 28^\circ$
 UNDRAINED SHEAR STRENGTH (COHESIVE), FOUNDATION SOIL, $S_{ur} = 1500$ PSF
 UNIT WEIGHT OF CONCRETE = 150 PCF
 SLOPE OF BACKFILL = 2:1 (TYPE A & B HEADWALLS)
 HEIGHT OF LIVE LOAD SURCHARGE = 2 FT (TYPE C HEADWALLS)

CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI (FOOTING, WINGWALL AND FORESLOPE WALL)

REINFORCING STEEL - ASTM A615, A616, OR A617 GRADE 60 MINIMUM YIELD STRENGTH 60,000 PSI (ALL REINFORCING SHALL BE EPOXY COATED)

PRECAST CONCRETE

THE DEPARTMENT WILL PERMIT THE USE OF PRECAST CONCRETE IN LIEU OF CAST-IN-PLACE CONCRETE FOR HEADWALLS AND WINGWALLS IN ACCORDANCE WITH SS851. THE DEPARTMENT WILL PAY FOR THE WINGWALL AND HEADWALL CONCRETE IN SQUARE FEET AS DETAILED IN SS851.08. THE TOTAL PLAN QUANTITY OF CAST-IN-PLACE WINGWALL AND HEADWALL CONCRETE IS 225 SF.

FORESLOPE WALL ANCHOR DOWELS:

ANCHOR PER CMS 510 WITH NONSHRINK, NONMETALLIC GROUT CONFORMING TO CMS 705.20 AND TO A DEPTH SPECIFIED ON SHEET 4/5. PAYMENT FOR DOWEL HOLES, GROUT AND INSTALLATION SHALL BE INCLUDED WITH ITEM 511.

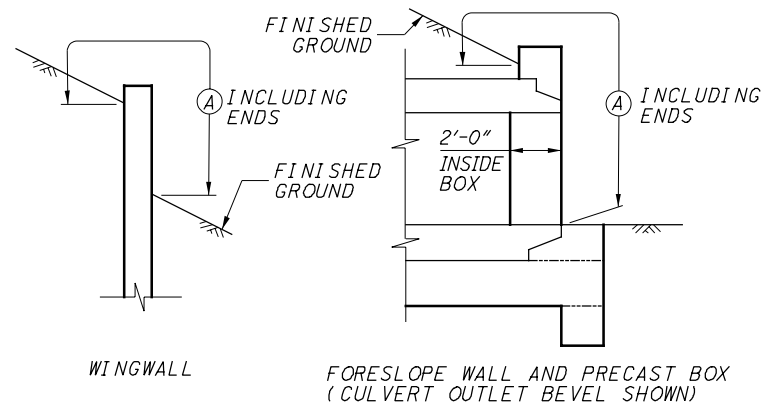
THREADED INSERTS OR NON-PROTRUDING MECHANICAL CONNECTORS CAPABLE OF DEVELOPING AT LEAST 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE REINFORCEMENT SHOWN ARE AN ACCEPTABLE ALTERNATIVE TO RESIN BONDING. MAINTAIN A MINIMUM COVER OF 3 INCHES AT THE BOTTOM OF THE CULVERT SLAB. MECHANICAL CONNECTORS SHALL HAVE AN "L-SHAPED" BAR INSIDE THE CULVERT WITH A MINIMUM HORIZONTAL LENGTH OF 12 INCHES. THE DEPARTMENT WILL CONSIDER PAYMENT FOR INSERTS OR MECHANICAL CONNECTORS AS INCIDENTAL TO ITEM 611.

BACKFILL LIMITATION

WHEN THE DESIGN HEIGHT IS GREATER THAN 10 FT, THE BACKFILL BEHIND THE WINGWALLS SHALL NOT BE PLACED HIGHER THAN THE ELEVATION OF THE SOIL ABOVE THE TOE. WHEN THE SOIL ABOVE THE TOE IS AT ITS FINISHED ELEVATION, THE REMAINDER OF THE BACKFILL MAY BE PLACED.

ITEM 512, SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)

ALL EXPOSED FORESLOPE WALL AND WINGWALL CONCRETE SHALL BE SEALED WITH EPOXY-URETHANE SEALER. THE LIMITS SHALL BE AS SHOWN IN THE DIAGRAMS BELOW. PAYMENT FOR THE EPOXY-URETHANE SEALER SHALL BE PER ITEM 512 - SEALING OF CONCRETE SURFACES.



LIMITS OF ITEM 512-SEALING CONCRETE SURFACES

(A) - SEAL ENTIRE CONCRETE SURFACE AREA

PART.	ESTIMATED QUANTITIES					GEN	SHEET
	01/NHS/OT	ITEM	EXTENSION	TOTAL	UNIT		
LS	202	11000	LS	LS	STRUCTURE REMOVED	LS	
LS	503	11100	LS	LS	COFFERDAMS AND EXCAVATION BRACING	LS	
LS	503	21300	LS	LS	UNCLASSIFIED EXCAVATION	LS	
	3776	10000	3776	LB	EPOXY COATED REINFORCING STEEL	3776	
8	511	46010	8	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	8	
29	511	46510	29	CY	CLASS QC1 CONCRETE, FOOTING	29	
2	511	46610	2	CY	CLASS QC1 CONCRETE, HEADWALL	2	
41	512	10100	41	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	41	
171	512	33000	171	SY	TYPE 2 WATERPROOFING	171	
34	516	13600	34	SF	1" PREFORMED EXPANSION JOINT FILLER	34	
10	518	21200	10	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	10	
43	601	11000	28	SY	RIPRAP, TYPE D	43	
34	601	32110	30	CY	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER	34	
92	611	95600	92	FT	12' X 4' CONDUIT, TYPE A, 706.05, HEIGHT OF COVER = 3 FT	92	

ITEM 516, TYPE 2 WATERPROOFING

TYPE 2 WATERPROOFING, PER CMS 512 AND 711.25, SHALL EXTEND VERTICALLY DOWN THE ENTIRE SIDES OF THE PRECAST CULVERT SECTIONS FOR ALL PORTIONS OF THE CULVERT WHICH SHALL BE IN CONTACT WITH THE BACKFILL. PAYMENT FOR THE MEMBRANE WATERPROOFING SHALL BE AT THE CONTRACT PRICE BID PER SQUARE YARD FOR ITEM 512 - TYPE 2 WATERPROOFING.

IF PAVEMENT IS NOT PLACED DIRECTLY ON TOP OF THE CULVERT, TYPE 2 WATERPROOFING, PER CMS 512 AND 711.25 SHALL BE APPLIED TO THE ENTIRE TOP SURFACE OF THE PRECAST CULVERT SECTIONS AND SHALL EXTEND ONE FOOT VERTICALLY DOWN THE SIDES FOR ALL PORTIONS OF THE CULVERT WHICH SHALL BE IN CONTACT WITH THE BACKFILL. PAYMENT FOR THE MEMBRANE WATERPROOFING SHALL BE AT THE CONTRACT PRICE BID PER SQUARE YARD FOR ITEM 512 - TYPE 2 WATERPROOFING.

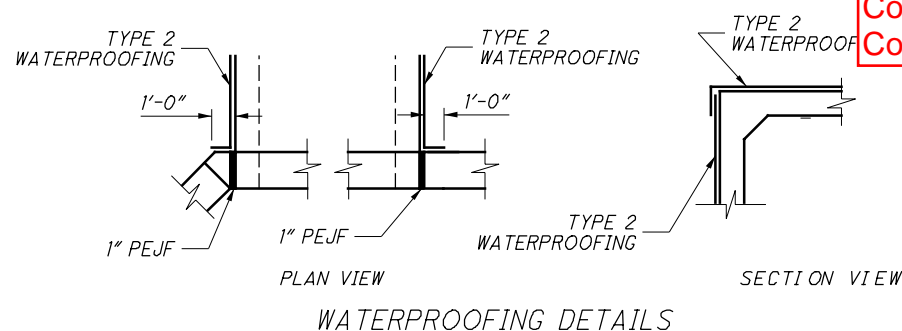
ITEM 516, PREFORMED EXPANSION JOINT FILLER

PREFORMED EXPANSION JOINT FILLER (PEJF) CONFORMING TO CMS 705.03, 1 INCH THICK, SHALL BE PLACED ABOVE THE FOOTING BETWEEN THE SIDES OF THE BOX CULVERT AND THE ENDS OF THE WINGWALLS. PAYMENT FOR MATERIALS AND INSTALLATION SHALL BE INCLUDED WITH ITEM 516 - 1" PREFORMED EXPANSION JOINT FILLER.

BASIS OF PAYMENT

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE FOOTING, CUTOFF WALL, WINGWALLS AND FORESLOPE WALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, RETAINING/WINGWALL INCLUDING FOOTING. PAYMENT FOR REINFORCING STEEL SHALL BE INCLUDED WITH ITEM 509 - EPOXY COATED REINFORCING STEEL.

28 SY should be 43 SY and 30 CY should be 34 CY - as shown on Column 1 and Column 7
 Revised to match Column 1 and Column 7



ITEM 518, POROUS BACKFILL WITH FILTER FABRIC

1'-6" THICK SHALL BE PLACED BEHIND THE WINGWALLS ONLY AND SHALL EXTEND TO 12" BELOW THE EMBANKMENT SURFACE. GEOTEXTILE FABRIC TYPE A SHALL BE PLACED BETWEEN THE POROUS BACKFILL AND REPLACED EXCAVATION ADJACENT TO THE STRUCTURE. IT SHALL TURN UNDER THE BOTTOM OF THE POROUS BACKFILL AND RETURN 6" ABOVE THE TOP ELEVATION OF THE WEEP HOLE.

WEEPHOLES SHALL BE PLACED 6" TO 12" ABOVE THE NORMAL WATER ELEVATION OR GROUND LINE AND SHALL HAVE A MAXIMUM SPACING OF 10'-0". A MINIMUM OF ONE WEEPHOLE SHALL BE PROVIDED PER WINGWALL.

WAR-63-0.83

MODEL: Sheet PAPER SIZE: 17x11 (in.) DATE: 9/20/2023 TIME: 3:06:21 PM USER: muma
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GENERAL NOTES & ESTIMATED QUANTITIES
 BRIDGE NO. WAR-63-0248
 SR 63 OVER STREAM 3

SFN	8301486
DESIGN AGENCY	JACOBS
DESIGNER	MJR
CHECKER	FBW
REVIEWER	JTC
PROJECT ID	112121
SUBSET	2
TOTAL	5
SHEET	351
TOTAL	436

REFER TO THE FOLLOWING STANDARD BRIDGE DRAWINGS

N/A

DESIGN SPECIFICATIONS

THIS STRUCTURE CONFORMS TO THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 9TH EDITION, 2020, AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

DESIGN DATA

THE FOLLOWING DESIGN DATA IS ASSUMED:
 INTERNAL ANGLE OF FRICTION OF BACKFILL SOIL, $\phi_{br} = 30^\circ$
 TOTAL UNIT WEIGHT OF BACKFILL SOIL = 120 PCF
 INTERNAL ANGLE OF FRICTION (DRAINED), FOUNDATION SOIL, $\phi_f = 28^\circ$
 UNDRAINED SHEAR STRENGTH (COHESIVE), FOUNDATION SOIL, $S_{uf} = 1500$ PSF
 UNIT WEIGHT OF CONCRETE = 150 PCF
 SLOPE OF BACKFILL = 2:1 (TYPE A & B HEADWALLS)
 HEIGHT OF LIVE LOAD SURCHARGE = 2 FT (TYPE C HEADWALLS)

CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI (FOOTING, WINGWALL AND FORESLOPE WALL)

REINFORCING STEEL - ASTM A615, A616, OR A617 GRADE 60 MINIMUM YIELD STRENGTH 60,000 PSI (ALL REINFORCING SHALL BE EPOXY COATED)

PRECAST CONCRETE

THE DEPARTMENT WILL PERMIT THE USE OF PRECAST CONCRETE IN LIEU OF CAST-IN-PLACE CONCRETE FOR HEADWALLS AND WINGWALLS IN ACCORDANCE WITH SS851. THE DEPARTMENT WILL PAY FOR THE WINGWALL AND HEADWALL CONCRETE IN SQUARE FEET AS DETAILED IN SS851.08. THE TOTAL PLAN QUANTITY OF CAST-IN-PLACE WINGWALL AND HEADWALL CONCRETE IS 225 SF.

FORESLOPE WALL ANCHOR DOWELS:

ANCHOR PER CMS 510 WITH NONSHRINK, NONMETALLIC GROUT CONFORMING TO CMS 705.20 AND TO A DEPTH SPECIFIED ON SHEET 4/5. PAYMENT FOR DOWEL HOLES, GROUT AND INSTALLATION SHALL BE INCLUDED WITH ITEM 511.

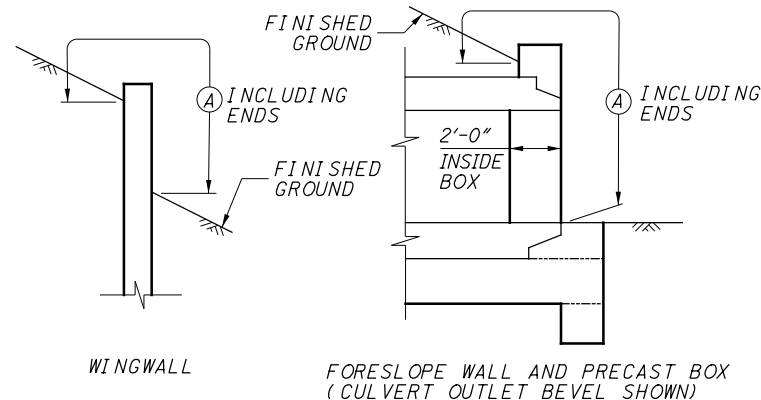
THREADED INSERTS OR NON-PROTRUDING MECHANICAL CONNECTORS CAPABLE OF DEVELOPING AT LEAST 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE REINFORCEMENT SHOWN ARE AN ACCEPTABLE ALTERNATIVE TO RESIN BONDING. MAINTAIN A MINIMUM COVER OF 3 INCHES AT THE BOTTOM OF THE CULVERT SLAB. MECHANICAL CONNECTORS SHALL HAVE AN "L-SHAPED" BAR INSIDE THE CULVERT WITH A MINIMUM HORIZONTAL LENGTH OF 12 INCHES. THE DEPARTMENT WILL CONSIDER PAYMENT FOR INSERTS OR MECHANICAL CONNECTORS AS INCIDENTAL TO ITEM 611.

BACKFILL LIMITATION

WHEN THE DESIGN HEIGHT IS GREATER THAN 10 FT, THE BACKFILL BEHIND THE WINGWALLS SHALL NOT BE PLACED HIGHER THAN THE ELEVATION OF THE SOIL ABOVE THE TOE. WHEN THE SOIL ABOVE THE TOE IS AT ITS FINISHED ELEVATION, THE REMAINDER OF THE BACKFILL MAY BE PLACED.

ITEM 512, SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)

ALL EXPOSED FORESLOPE WALL AND WINGWALL CONCRETE SHALL BE SEALED WITH EPOXY-URETHANE SEALER. THE LIMITS SHALL BE AS SHOWN IN THE DIAGRAMS BELOW. PAYMENT FOR THE EPOXY-URETHANE SEALER SHALL BE PER ITEM 512 - SEALING OF CONCRETE SURFACES.



LIMITS OF ITEM 512-SEALING CONCRETE SURFACES

(A) - SEAL ENTIRE CONCRETE SURFACE AREA

PART.	ESTIMATED QUANTITIES					GEN	SHEET
	ITEM	EXTENSION	TOTAL	UNIT	DESCRIPTION		
LS	202	11000	LS	LS	STRUCTURE REMOVED	LS	
LS	503	11100	LS	LS	COFFERDAMS AND EXCAVATION BRACING	LS	
LS	503	21300	LS	LS	UNCLASSIFIED EXCAVATION	LS	
	3776	10000	3776	LB	EPOXY COATED REINFORCING STEEL	3776	
8	511	46010	8	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	8	
29	511	46510	29	CY	CLASS QC1 CONCRETE, FOOTING	29	
2	511	46610	2	CY	CLASS QC1 CONCRETE, HEADWALL	2	
41	512	10100	41	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	41	
171	512	33000	171	SY	TYPE 2 WATERPROOFING	171	
34	516	13600	34	SF	1" PREFORMED EXPANSION JOINT FILLER	34	
10	518	21200	10	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	10	
43	601	11000	43	SY	RIPRAP, TYPE D	43	
34	601	32110	34	CY	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER	34	
92	611	95600	92	FT	12' X 4' CONDUIT, TYPE A, 706.05, HEIGHT OF COVER = 3 FT	92	

ITEM 516, TYPE 2 WATERPROOFING

TYPE 2 WATERPROOFING, PER CMS 512 AND 711.25, SHALL EXTEND VERTICALLY DOWN THE ENTIRE SIDES OF THE PRECAST CULVERT SECTIONS FOR ALL PORTIONS OF THE CULVERT WHICH SHALL BE IN CONTACT WITH THE BACKFILL. PAYMENT FOR THE MEMBRANE WATERPROOFING SHALL BE AT THE CONTRACT PRICE BID PER SQUARE YARD FOR ITEM 512 - TYPE 2 WATERPROOFING.

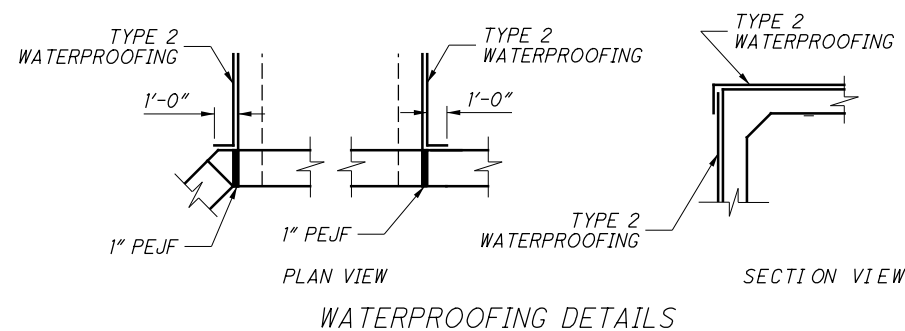
IF PAVEMENT IS NOT PLACED DIRECTLY ON TOP OF THE CULVERT, TYPE 2 WATERPROOFING, PER CMS 512 AND 711.25 SHALL BE APPLIED TO THE ENTIRE TOP SURFACE OF THE PRECAST CULVERT SECTIONS AND SHALL EXTEND ONE FOOT VERTICALLY DOWN THE SIDES FOR ALL PORTIONS OF THE CULVERT WHICH SHALL BE IN CONTACT WITH THE BACKFILL. PAYMENT FOR THE MEMBRANE WATERPROOFING SHALL BE AT THE CONTRACT PRICE BID PER SQUARE YARD FOR ITEM 512 - TYPE 2 WATERPROOFING.

ITEM 516, PREFORMED EXPANSION JOINT FILLER

PREFORMED EXPANSION JOINT FILLER (PEJF) CONFORMING TO CMS 705.03, 1 INCH THICK, SHALL BE PLACED ABOVE THE FOOTING BETWEEN THE SIDES OF THE BOX CULVERT AND THE ENDS OF THE WINGWALLS. PAYMENT FOR MATERIALS AND INSTALLATION SHALL BE INCLUDED WITH ITEM 516 - 1" PREFORMED EXPANSION JOINT FILLER.

BASIS OF PAYMENT

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE FOOTING, CUTOFF WALL, WINGWALLS AND FORESLOPE WALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, RETAINING/WINGWALL INCLUDING FOOTING. PAYMENT FOR REINFORCING STEEL SHALL BE INCLUDED WITH ITEM 509 - EPOXY COATED REINFORCING STEEL.



ITEM 518, POROUS BACKFILL WITH FILTER FABRIC

1'-6" THICK SHALL BE PLACED BEHIND THE WINGWALLS ONLY AND SHALL EXTEND TO 12" BELOW THE EMBANKMENT SURFACE. GEOTEXTILE FABRIC TYPE A SHALL BE PLACED BETWEEN THE POROUS BACKFILL AND REPLACED EXCAVATION ADJACENT TO THE STRUCTURE. IT SHALL TURN UNDER THE BOTTOM OF THE POROUS BACKFILL AND RETURN 6" ABOVE THE TOP ELEVATION OF THE WEEPHOLE.

WEEPHOLES SHALL BE PLACED 6" TO 12" ABOVE THE NORMAL WATER ELEVATION OR GROUND LINE AND SHALL HAVE A MAXIMUM SPACING OF 10'-0". A MINIMUM OF ONE WEEPHOLE SHALL BE PROVIDED PER WINGWALL.

WAR-63-0.83

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GENERAL NOTES & ESTIMATED QUANTITIES
 BRIDGE NO. WAR-63-0248
 SR 63 OVER STREAM 3

SFN	8301486
DESIGN AGENCY	JACOBS
DESIGNER	MJR
CHECKER	FBW
REVIEWER	JTC
PROJECT ID	112121
SUBSET	2
TOTAL	5
SHEET	351
TOTAL	436

REFER TO THE FOLLOWING STANDARD BRIDGE DRAWINGS
N/A

DESIGN SPECIFICATIONS

THIS STRUCTURE CONFORMS TO THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 9TH EDITION, 2020, AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

DESIGN DATA

THE FOLLOWING DESIGN DATA IS ASSUMED:
INTERNAL ANGLE OF FRICTION OF BACKFILL SOIL, $\phi_{br} = 30^\circ$
TOTAL UNIT WEIGHT OF BACKFILL SOIL = 120 PCF
INTERNAL ANGLE OF FRICTION (DRAINED), FOUNDATION SOIL, $\phi_f = 28^\circ$
UNDRAINED SHEAR STRENGTH (COHESIVE), FOUNDATION SOIL, $S_{uf} = 1500$ PSF
UNIT WEIGHT OF CONCRETE = 150 PCF
SLOPE OF BACKFILL = 2:1 (TYPE A & B HEADWALLS)
HEIGHT OF LIVE LOAD SURCHARGE = 2 FT (TYPE C HEADWALLS)

CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI (FOOTING, WINGWALL AND FORESLOPE WALL)

REINFORCING STEEL - ASTM A615, A616, OR A617 GRADE 60 MINIMUM YIELD STRENGTH 60,000 PSI (ALL REINFORCING SHALL BE EPOXY COATED)

PRECAST CONCRETE

THE DEPARTMENT WILL PERMIT THE USE OF PRECAST CONCRETE IN LIEU OF CAST-IN-PLACE CONCRETE FOR HEADWALLS AND WINGWALLS IN ACCORDANCE WITH SS851. THE DEPARTMENT WILL PAY FOR THE WINGWALL AND HEADWALL CONCRETE IN SQUARE FEET AS DETAILED IN SS851.08. THE TOTAL PLAN QUANTITY OF CAST-IN-PLACE WINGWALL AND HEADWALL CONCRETE IS 126 SF.

FORESLOPE WALL ANCHOR DOWELS:

ANCHOR PER CMS 510 WITH NONSHRINK, NONMETALLIC GROUT CONFORMING TO CMS 705.20 AND TO A DEPTH SPECIFIED ON SHEET 4/5. PAYMENT FOR DOWEL HOLES, GROUT AND INSTALLATION SHALL BE INCLUDED WITH ITEM 511.

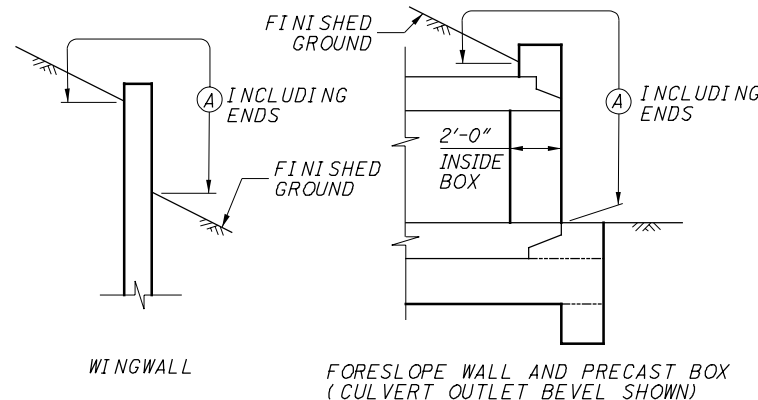
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BACKFILL LIMITATION

WHEN THE DESIGN HEIGHT IS GREATER THAN 10 FT, THE BACKFILL BEHIND THE WINGWALLS SHALL NOT BE PLACED HIGHER THAN THE ELEVATION OF THE SOIL ABOVE THE TOE. WHEN THE SOIL ABOVE THE TOE IS AT ITS FINISHED ELEVATION, THE REMAINDER OF THE BACKFILL MAY BE PLACED.

ITEM 512, SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)

ALL EXPOSED FORESLOPE WALL AND WINGWALL CONCRETE SHALL BE SEALED WITH EPOXY-URETHANE SEALER. THE LIMITS SHALL BE AS SHOWN IN THE DIAGRAMS BELOW. PAYMENT FOR THE EPOXY-URETHANE SEALER SHALL BE PER ITEM 512 - SEALING OF CONCRETE SURFACES.



LIMITS OF ITEM 512-SEALING CONCRETE SURFACES

(A) - SEAL ENTIRE CONCRETE SURFACE AREA

						ESTIMATED QUANTITIES	
	ITEM	EXTENSION	TOTAL	UNIT	DESCRIPTION	GEN	SHEET
LS	202	11200	LS	LS	PORTIONS OF STRUCTURE REMOVED	LS	
LS	503	11100	LS	LS	COFFERDAMS AND EXCAVATION BRACING	LS	
LS	503	21300	LS	LS	UNCLASSIFIED EXCAVATION	LS	
1908	509	10000	1908	LB	EPOXY COATED REINFORCING STEEL	1908	
4	511	46010	4	CY	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	4	
15	511	46510	15	CY	CLASS QC1 CONCRETE, FOOTING	15	
1	511	46610	1	CY	CLASS QC1 CONCRETE, HEADWALL	1	
21	512	10100	21	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	21	
40	512	33000	40	SY	TYPE 2 WATERPROOFING	40	
15	516	13600	15	SF	1" PREFORMED EXPANSION JOINT FILLER	15	
5	518	21200	5	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	5	
50	601	32010	412	CY	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER	50	
18	611	96300	18	FT	14' X 4' CONDUIT, TYPE A, 706.05, HEIGHT OF COVER = 17 FT	18	

ITEM 516, TYPE 2 WATERPROOFING

TYPE 2 WATERPROOFING, PER CMS 512 AND 711.25, SHALL EXTEND VERTICALLY DOWN THE ENTIRE SIDES OF THE PRECAST CULVERT SECTIONS FOR ALL PORTIONS OF THE CULVERT WHICH SHALL BE IN CONTACT WITH THE BACKFILL. PAYMENT FOR THE MEMBRANE WATERPROOFING SHALL BE AT THE CONTRACT PRICE BID PER SQUARE YARD FOR ITEM 512 - TYPE 2 WATERPROOFING.

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Should be 50 CY as shown on Column 1 and Column 7

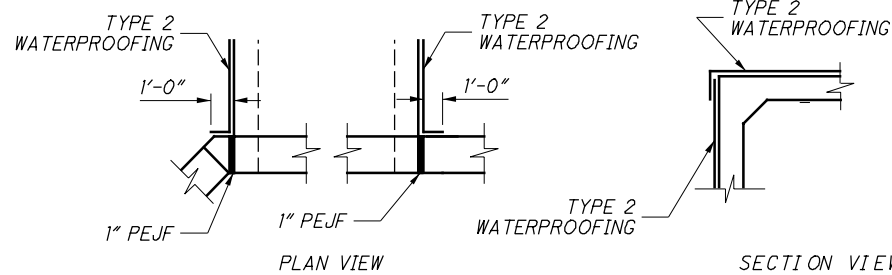
Revised to match Column 1 and Column 7

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BASIS OF PAYMENT

ALL LABOR, EQUIPMENT AND INCIDENTALS REQUIRED TO CONSTRUCT THE FOOTING, CUTOFF WALL, WINGWALLS AND FORESLOPE WALL SHALL BE INCLUDED WITH ITEM 511 - CLASS QC1 CONCRETE, RETAINING/WINGWALL INCLUDING FOOTING. PAYMENT FOR REINFORCING STEEL SHALL BE INCLUDED WITH ITEM 509 - EPOXY COATED REINFORCING STEEL.



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WAR-63-0.83

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GENERAL NOTES & ESTIMATED QUANTITIES
BRIDGE NO. WAR-63-0349
SR 63 OVER STATION CREEK (STREAM 5)

SFN	8301514
DESIGN AGENCY	JACOBS
DESIGNER	MJR
CHECKER	FBW
REVIEWER	JTC
PROJECT ID	112121
SUBSET	2
TOTAL	5
SHEET	358
TOTAL	436

REFER TO THE FOLLOWING STANDARD BRIDGE DRAWINGS

N/A

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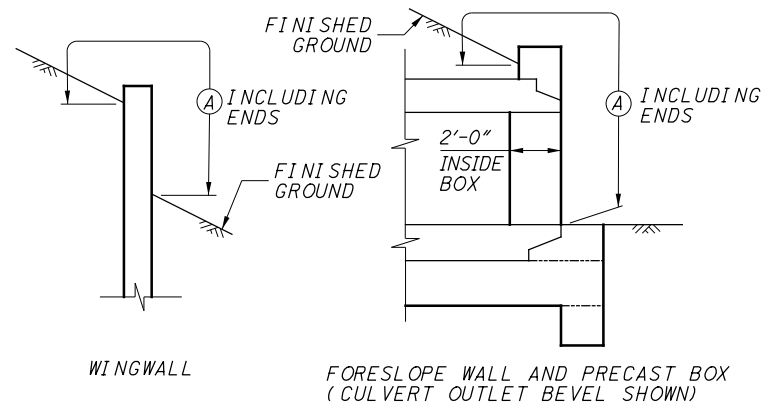
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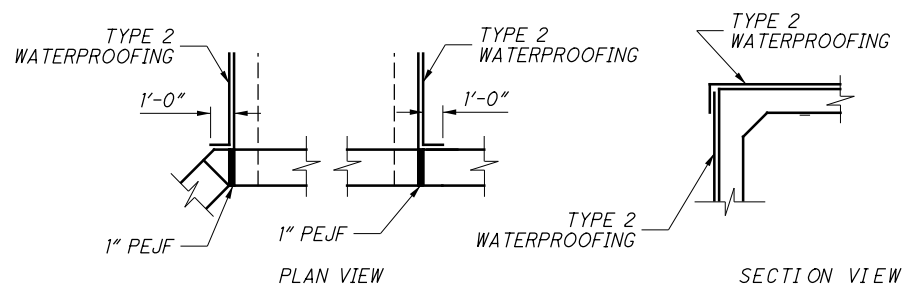
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	ITEM	EXTENSION	TOTAL	UNIT	DESCRIPTION	GEN	SHEET
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WATERPROOFING DETAILS

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BASIS OF PAYMENT

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WAR-63-0.83

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GENERAL NOTES & ESTIMATED QUANTITIES
 BRIDGE NO. WAR-63-0349
 SR 63 OVER STATION CREEK (STREAM 5)

SFN	8301514
DESIGN AGENCY	JACOBS
DESIGNER	MJR
CHECKER	FBW
REVIEWER	JTC
PROJECT ID	112121
SUBSET	2
TOTAL	5
SHEET	358
TOTAL	436

PLAN HOLDERS LIST

WAR-SR63-0.83 AKA SR 63 Widening Improvements

Individuals or companies can be added to the plan holders list by contacting Krystal Powell at krystal.powell@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Tyler Holden	KT Holden Construction	513-200-3432	tholden@ktholden.com
Scott Smith	Kelchner	937-474-5147	Scott.smith6@woodplc.com
Thomas Frantz and Sean Wade	Eagle Bridge Co.	937-492-5654	tjf@eaglebridge.net smw@eaglebridge.net
Blake Dickman	John R. Jurgensen Co.	513-771-0820	odotbids@jrjnet.com
Jamie Gross	Barrett Industries	513-422-4662	jgross@barrettpaving.com
Andrew Cude	Milcon Concrete, Inc.	937-339-6274	andrew@milcon-in.com
Jenny Foley	Sunesis Construction Co.	513-326-6000	jfoley@sunesiscc.com
Morgan Hulbert	Miller Brothers Construction	419-445-1015	morganhulbert@mbcholdings.com
Tracy Morgan	Bansal Construction, Inc.	513-874-5410 ext. 12	Tracy.powell@bansalinc.com
Michael Majors	Majors Enterprises Inc.	513-464-6777	Majors.enterprises@outlook.com
Ryan Wheeler	R.B. Jergens	937-286-2210	Ryan.wheeler@rbjergens.com
Roger Cadle	Prus Construction	513-321-7774	rcadle@prus.us

**WARREN COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

BID PACKAGE

WAR-SR63-0.83

PROJECT NO. 2023-04

DBE Goal = 8%

Turtlecreek Township

WARREN COUNTY, OHIO

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[PROJECT NAME]

PROJECT NO. 2023-04

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SECTION V. <i>Bid Proposal and Bid Guaranty</i>	16 Pages
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SECTION IX. <i>Utility Notes</i>	3 Pages
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TOTAL	190 Pages

SECTION I

Notice to Contractors

LEGAL NOTICE TO CONTRACTORS

The Warren County Transportation Improvement District (WCTID), in cooperation and coordination with the Warren County Engineer's Office, will be accepting sealed bids for the furnishing of all labor, equipment, and materials needed to construct ODOT PID **112121 : WAR-SR63-0.83** (aka SR 63 Widening Improvements) in accordance with the applicable Ohio Department of Transportation Construction and Material Specifications (effective January 1, 2023 and its revisions and supplements), Standard Construction Drawings, Standard Bridge Drawings, Ohio Manual of Uniform Traffic Control, The State of Ohio Department of Transportation Bridge Design Manual, and other applicable standards in force on the date of letting and in accordance with the Project Specifications and Construction Plans on file in the office of the Warren County Engineer.

This project is widening and reconstruction of SR 63 in Warren County from east of Union Road and east of SR 741 intersection. The work also of installing curb & gutter, drainage, traffic control and traffic signals Turtlecreek Township, Warren County, Ohio. The Engineer's estimate for this project is Nineteen Million Dollars and no cents (\$19,000,000.00).

All bids must be submitted in conformance with the requirements of the Project Specifications and in a sealed envelope marked: ODOT PID **112121: WAR-SR63-0.83**, and received in the office of the Warren County Engineer, 210 W Main Street, Lebanon, Ohio 45036, no later than 11:00 a.m. Local Time on Thursday, October 19th, 2023, and then at said time bids will be opened and read aloud.

Bid documents and specifications are available after September 11th, 2023, on the Warren County website at <http://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Dan Corey, P.E., Warren County Engineer's Office at 513-431-1229 or Dan.Corey@co.warren.oh.us. **Each contractor shall be ODOT prequalified.**

This notice is posted on the Warren County website at: <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

Bidders must comply with the Davis Bacon prevailing wage rates, herein this Bid Package. Bidders must be ODOT Prequalified for the applicable work types at the time of bidding, award, and throughout the life of the construction contract.

WCTID reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action thereon, and to award a contract to the best, most responsive and responsible Bidder.

WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
WARREN COUNTY, OHIO

107158\000019\4861-0557-3941v1

SECTION II

General Instructions to Bidders

GENERAL INSTRUCTIONS TO BIDDERS FOR PUBLIC IMPROVEMENTS

SR 63 Widening Improvements, Turtlecreek Township, Warren County

PROJECT NO. 2023-04

SECTION II 100 ITEM BID (DESCRIPTION OF WORK)

- II 100.1** Work under consideration for bidding purposes shall be that Work as shown on the Project Plans and Specifications to provide all the labor and materials necessary to construct PROJECT NO 2023-04: **WAR-SR63-0.83**, located in Turtlecreek Township, in Warren County, Ohio, in accordance with the Project Specifications and Construction Plans (the "Specifications") on file in the office of the Warren County Engineer. This project is located on SR 63 in Turtlecreek Township, Warren County, OH.
- II 100.2** All bids submitted for consideration by the WCTID must comply with these instructions in order to be considered. These instructions set forth minimum requirements as the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the Specifications, the specification requirements shall prevail.
- II 100.3** It is intended that the Specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the WCTID with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting rights, remedies, discretion and/or latitude to the WCTID, or imposing the greater duty, standard, responsibility and/or obligation on the successful Bidder (hereinafter referred to as the "Contractor"), shall govern.

SECTION II 200 THE WCTID

- II 200.1** The WCTID is the Warren County Transportation Improvement District, 210 West Main Street, Lebanon, OH 45036, and is referred to throughout the Contract Documents as if singular in number.
- II 200.2** The WCTID is exempt from State sales tax. Contractors shall provide Exemption Certificate to the WCTID for signature as required. Each Contractor and subcontractor must procure Vendor's License as required by law. Warren County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

SECTION II 300 ENGINEER

- II 300.1** The term "Engineer" shall be taken to mean the Warren County Engineer.
- II 300.2** The term SHA (State Highway Agency) referred to in Section IV, Federal and State Requirements shall be taken to mean the WCTID.

SECTION II 400 SUBMISSION OF BID PROPOSALS

- II 400.1** Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of Bidder, and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.

II 400.2 Bidders must be on The Ohio Department of Transportation's Prequalified Contractors List. In addition, Bidders must be prequalified for the necessary Work types to complete the project.

II 400.3 All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs. In the absence of such marking and explanation the bid may be rejected or, in WCTID's sole discretion, if the bid is accepted Bidder agrees that the bid shall be deemed modified to be fully compliant with the applicable specifications as if there was no deviation.

II 400.4 Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with its bid a bid guaranty in the form of either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful Bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of a Performance Bond, Bidder may submit a Combined Bid Guaranty and Contract Bond in conformance with Ohio Revised Code Section 153.571 with the proposal. Each bond must be accompanied by an effectively dated Power of Attorney which authorizes the agent to sign on behalf of the surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

II 400.5 All Bidders are required to submit the following affidavits with their bid proposal and the successful Bidder will be required to enter into a written contract with the WCTID (the "Contract") within ten (10) days of the notification of the award thereof:

(A) Non-Collusion Affidavit

(B) Affidavit Affirming Compliance with 9.24 and 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become part of the contract document. Failure to include the two (2) above-referenced affidavits will disqualify the bid submitted for consideration. Should a bid be awarded, and the WCTID later determine that the affidavit was incorrect or falsified, the Contract shall be immediately canceled and the Bidder subject to the penalties and damages, both civil and criminal, as provided by law and this Contract.

II 400.6 The WCTID reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the WCTID and to hold such bids for a period of sixty (60) days before taking any action.

II 400.7 The Proposal forms furnished with these documents shall be completed in full; in writing in ink (or typewritten) and signed in ink. Affix the corporation seal on the proposal forms.

II 400.8 Proposals are due at the place, date, and time indicated in the Legal Notice and will be opened publicly and read aloud.

II 400.9 All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

II 400.10 Contractor hereby agrees to defend, indemnify, and hold the WCTID, Warren County, and the Engineer, and their respective officers, trustees, commissioners, employees, members, agents, and volunteers harmless from any claims, demands or losses of any type or nature to any person, Bidder

or corporation arising in any manner from the Contractor's performance or failure to perform the Work required under this Contract and shall pay any liabilities, judgments (including reasonable attorney's fees and litigation expenses) or losses.

II 400.11 All materials and exhibits submitted in the bid response shall become the property of WCTID and will not be returned to the Bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the Bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

SECTION II 500 GENERAL BID SPECIFICATIONS

II 500.1 Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All Work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of the Engineer and/or the WCTID. When required in the specifications, Bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.

II 500.2 Reference to a particular trade name, manufacturer's catalog or model number for descriptive purposes is intended to guide the Bidder in interpreting the requirements of the Engineer and/or the WCTID and should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded the Contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal and is accepted by the WCTID.

II 500.3 Every effort shall be made by the Bidder awarded the Contract to deliver items by or before the time designated in the Contract. Any delinquency in such delivery without satisfactory written explanation directed to the WCTID may result in cancellation of the Contract and substitution of other goods. The defaulting Bidder shall be liable for any such default, or damages, costs, or expenses arising therefrom.

II 500.4 In case of default by the Bidder or Contractor, WCTID may procure the articles or service from other sources without further advertising and shall hold the Bidder or Contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

SECTION II 600 INTERPRETATION OF DOCUMENTS

II 600.1 If the Bidder is in doubt as to true meaning of any part of Drawings, Specifications, or other Contract Documents, submit a written request for an interpretation therefor to the Engineer and the WCTID. The Bidder making a request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by written notice or Addendum duly issued to each prospective Bidder.

II 600.2 Addenda may be issued not later than 3 working days preceding bid due date. Questions requiring interpretation within 3 working days of bid due date will be recorded and answered during the bid negotiations preceding the signing of the contract or may result in an extension of the bid due date at the sole discretion of the WCTID.

SECTION II 700 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- II 700.1** The Bidder is expected to examine carefully the site of the proposed Work, the proposal, plans specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and Contract.
- II 700.2** Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the Work by boring or test pits, permits for which will be issued by the Owner. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.
- II 700.3** The WCTID and the Engineer does not make any representation of soil or foundation conditions or materials, nor does it represent that drawing may not be modified to meet changes in soil conditions encountered as the Work progresses. The Contractor must inspect the site of the proposed Work and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the Work. Any geotechnical subsurface investigation or soil boring logs that may be provided by the WCTID are provided for general information only to Contractors for this project and do not change the obligations or responsibilities set forth herein. It is the sole responsibility of the Contractor to take any and all measures it feels necessary to determine the subsurface conditions prior to bidding and the nature and extent of the subsurface conditions (including variations, if any, between borings and observation locations) may not be evident until construction. In order to induce the WCTID to enter into a Contract for the work, Contractor represents that it understands its obligations hereunder and that: (a) during construction, it will be required to provide all labor, equipment, materials, and other measures to construct the improvements regardless of the subsurface conditions encountered; (b) No claims for additional costs will be considered for material, labor, equipment, or subcontractors/subconsultants to address subsurface conditions encountered during construction; and (c) costs for all related activities shall be incidental to the Project.

SECTION II 800 AWARD OF CONTRACT

- II 800.1** The selection of the Bidder is at the sole discretion of the WCTID. **PROJECT NO 2023-04, WAR-SR63-0.83**, will be awarded as soon as practicable, after opening of bids.
- II 800.2** In determining the Bidder, the WCTID will consider, but not be limited to, the following criteria in addition to the Bid Amount:
- A. Bidder involved maintains permanent place of business.
 - B. Bidder has adequate equipment and facilities to perform the Work properly and expeditiously.
 - C. Bidder has suitable financial status to meet obligations incident to the Work.
 - D. Bidder has appropriate technical experience.
 - E. Bidder can complete the Work in timely and expeditious manner.
- II 800.3** When analyzing the bids submitted, superior design, technology, workmanship, materials, size of component parts, operating costs, warranty, service facility etc. will be considered in addition to the price of the bid. It is WCTID's intent to accept the bid for which a thorough analysis of the bids

submitted, proves to be the most suitable for the intended use. WCTID will consider awarding the Contract to the lowest and best Bidder, but reserves the right to reject any or all bids.

II 800.4 The WCTID further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to the WCTID's satisfaction within the prescribed time limits. In order to facilitate this investigation, the apparent lowest and best Bidder may be required to complete a Bidders Qualification Questionnaire.

SECTION III

General Provisions

GENERAL PROVISIONS

WARREN COUNTY, OHIO

WAR-SR63-0.83

PROJECT NO. 2023-04

The Specifications, General Instructions, General Provisions and Special Provisions contained herein are Contract Documents, together with, the State of Ohio, Department of Transportation, Construction and Material Specifications incorporated in the Contract and not specifically excluded, and are to be read in conjunction with said ODOT Specifications. It is intended that the Specifications, General Instructions, General Provisions and Special Provisions governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the WCTID with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting greater rights, remedies, discretion and/or latitude to the WCTID, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

SECTION III 100 DEFINITIONS

III 100.1 WCTID - Whenever the word "WCTID" is used, it shall be held to mean the Warren County Transportation Improvement District, Warren County, Ohio. The word "WCTID" shall also be substituted for the words "Director" or "Department" as specified in the State of Ohio, Department of Transportation, Construction and Materials Specifications. The word "WCTID" shall also mean "Owner."

III 100.2 Engineer - Whenever the word "Engineer" is used, it shall be held to mean the County Engineer of Warren County, the Engineer's Deputy, Project Supervisor, or Inspectors delegated by the Engineer to supervise or inspect the Work. The same interpretation shall apply to the word 'engineer' as used in the State of Ohio, Department of Transportation, Construction and Materials Specifications.

III 100.3 Bidder - An individual, firm, or corporation submitting a bid for the advertised Work, acting directly or through the duly authorized representative, and qualified as provided in the Ohio Revised Code.

III 100.4 County - Shall, at all times, mean Warren County, Ohio.

III 100.5 Estimates - Payments to the Contractor for Work, labor, or materials whether partial or final payment.

SECTION III 200 PROVISIONS AND PROPOSALS

III 200.1 Plans - The official plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the WCTID which show the location, character, dimensions and detail of the Work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

III 200.2 Special Provisions - Specific clauses included hereafter setting forth conditions or requirements peculiar to the project under consideration and covering Work or materials involved in the proposal and estimate but not satisfactorily covered by the general specifications. **Note: All Special Provisions (Technical Specifications) can be found on the corresponding Construction Drawings included as part of this bid package.**

III 200.3 Supplemental Agreements - Written agreements executed by the WCTID covering alterations necessary to the project as herein after provided.

III 200.4 Delivery of Proposal - The proposals for the Project shall be placed together with the proposal guaranty, in a sealed envelope so marked as to indicate the identity of the Project and the name and address of the Bidder. If forwarded by mail, said envelope shall then be placed in another envelope which shall be sealed and addressed as indicated in the "Notice to Contractors." The proposal will be received until the hour and date set for the opening thereof and must be in the hands of the WCTID by such time. Proposals received after the time set for receiving bids and/or opening bids shall be returned to the Bidder unopened.

III 200.5 Proposal Guaranty - Each Bidder is required to submit with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code which specifies that each proposal must be accompanied by a bond in the sum of one-hundred (100) percent (%) of the amount bid or a certified check, cashier's check or irrevocable letter of credit in the sum of ten (10) percent (%) of the amount bid as a guarantee that, if the proposal is accepted, a contract shall be entered into. If a check is filed, it shall be made payable to The Warren County Transportation Improvement District. If a surety bond is posted, it shall be made out to The Warren County Transportation Improvement District.

III 200.6 Proposal Withdrawal - A Bidder may withdraw its proposal, provided the request in writing is in the hands of the WCTID before the time set for opening proposals. When such proposal is withdrawn it will be returned to the Bidder unopened.

III 200.7 Public Opening of Proposals - Proposals will be opened and read publicly at the time and place designated by the WCTID. Bidders, their authorized agents, and the public are invited.

III 200.8 Consideration of Proposals - After the proposals are opened and read, they will be compared on the basis, if a unit price proposal, of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In event of a discrepancy between unit bid prices and extensions thereof, the unit price bid shall govern. In the event lump sum items are included in the proposal, the final correct total of the proposal, after all unit price corrections are made, if any, shall govern. The WCTID will consider all properly submitted proposals, reserves the right to reject any and all bids, and if a Contract is awarded, may award it to the lowest and best Bidder.

III 200.9 Disqualification of Bidders - Not more than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will be considered for one project. Reasonable ground for believing that any Bidder is interested in more than one proposal for the Work contemplated shall cause the rejection of all proposals in which the Bidder is interested. The Bidder shall make a non-collusion affidavit, which is properly executed and part of the proposal. Proposals in which the prices obviously are unbalanced may be rejected. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The WCTID reserves the right to reject any or all bids.

III 200.10 Materials and Workmanship - Any additional items required, including labor, equipment, and/or materials, but not listed as a separate pay item in the proposal, shall be furnished, installed, removed etc. as incidental to the contract, except where noted on the plans and in the specifications.

III 200.11 No Waiver of Legal Rights - Neither the inspection by the WCTID and/or Engineer or by any of their duly authorized agents, nor any order, measurement, or certificate by the Engineer, or said agents, nor any order by the WCTID and/or Engineer for the payment of money, nor any payment for, nor acceptance of, any Work by the WCTID and/or Engineer, nor any extension of time, nor any possession taken by the WCTID or its duly authorized agents, shall operate as a waiver of any

provision of this Contract, or of any power herein reserved to the WCTID, or any right to damages herein provided; nor shall any waiver by WCTID or the Engineer of any breach of this Contract be held to be a waiver of any other or subsequent breach.

II 200.12 Laws to be Observed - The Contractor warrants that it is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of all political subdivisions, of the Workman's Compensation Laws, ordinances and regulations in any manner affecting the conduct of the Work and it shall defend, indemnify, and save harmless the WCTID and Warren County, Ohio and its representatives against any claims arising from the violation of any such law, ordinance or regulation, either by the Contractor or its agents, servants or employees or the negligence of such Contractor, agent, servant or employee.

II 200.13 Home Office Overhead Calculations – ODOT Specification 109.05.D.2.f is specifically excluded from incorporation into the Contract. In the event of a compensable delay for which Contractor seeks to recover its unabsorbed Home Office Overhead expenses, Contractor and the WCTID agree that the HOOPS formula is not an appropriate or accurate measurement of such damages under the Contract and that the Eichleay Formula is the sole measure of such allowable damages provided that Contractor can prove entitlement to such damages under the Eichleay formula as applied by the Courts of Ohio.

SECTION 300 CONTRACTS

III 300.1 Requirements of Contract Performance Bond – Provided that the successful Bidder has not previously submitted a combined Bid Guaranty and Contract Bond with the Bid Proposal, the successful Bidder must, within ten (10) days after the award to him, and before entering into contract, furnish a bond in form consistent with the requirements of Section 153.54 and related sections of the Ohio Revised Code, to the approval of, and of the form prescribed by the WCTID, in an amount equal to one-hundred (100) percent (%) of the full amount of the bid. Said Performance Bond shall have a date of validity until "final payment" is deposited with the Contractor or until a later date as required.

III 300.2 Execution of Contract - The Contract shall be signed by the successful Bidder and returned, together with the performance bond, if applicable, within ten (10) days after the Bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the WCTID until the execution of the Contract and performance bond.

III 300.3 Failure to Execute Contract - Failure to execute and file an acceptable performance bond, if applicable, and as provided herein within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the bid guaranty to WCTID, not as a penalty, but as liquidated damages. Award may then be made to the next lowest and best Bidder in the sole discretion of the WCTID or the Work may be readvertised, as solely determined by the WCTID. Said forfeiture shall be guided by the provisions of Section 153.54 of the Ohio Revised Code.

III 300.4 Lump Sum Contract - If the Work is let on the basis of a lump sum contract, the estimated quantities of Work are only approximate, although the result of calculations, and the Bidder must obtain and be responsible for the data upon which it based its bid. It shall not be entitled to any additional compensation in case the quantities of Work actually done to fulfill the contract and complete the project are greater than said estimate quantities, and assumes all risks for any mistakes in calculations.

III 300.5 Specifications Governing This Project - The terms and conditions of the Contract Documents will govern this Project, including but not limited to these general provisions, provisions set forth in any proposal notes, and the 2023 "ODOT Specifications" (the State of Ohio Department of Transportation Construction and Materials Specifications effective January 1, 2023 its revisions and supplements).

WCTID will be substituted where the specification refers to the Director. Notwithstanding the foregoing, the following ODOT Specifications are specifically excluded from this Contract:

III 300.5.1 Excluded ODOT Specifications: Section 102.01, 102.03, 102.06, 102.09, 102.10, 102.11, 102.14, 103.01, 103.02, 103.04, 103.06, 103.07, 104.02, 105.05, 105.13, 107.04, 107.13, 108.01, 108.02 (A), 108.06 (D), 108.08, 108.09, 109.05(D), 109.06, 109.09, 109.10, 109.12 (A) 109.12 (B), 109.12 (C), 109.12 (D), 109.12 (E), 401.20.

III 300.5.2 Interpretation/Precedence - It is intended that the specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised code as set forth herein, and any attachment(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the WCTID with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the WCTID, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern.

III 300.6 Federal Requirements - During the performance of the Contract, Contractor for itself, its assignees and successors in interest agrees as follows:

III 300.6.1 The Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: 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.

III 300.6.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

III 300.6.3 Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWS), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

III 300.6.4 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 (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in subsection I.300.6.9 herein, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

III 300.6.5 Solicitations for the Contractor, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by

the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

III 300.6.6 Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and 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 WCTID, ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the WCTID, ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

III 300.6.7 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this agreement, WCTID will impose such contract sanctions as it, ODOT, or FHWA may determine to be appropriate, including, but not limited to:

A. Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or

B. Cancellation, termination or suspension of the Agreement, in whole or in part.

III 300.6.8 Incorporation of Provisions: Contractor must include the provisions of the above subparagraphs III.300.6.1 through III.300.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the WCTID, ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the WCTID to enter into any litigation to protect the interests of the WCTID. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III 300.6.9 Pertinent Non-Discrimination Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects);

C. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);

- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and Contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- I. The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- K. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- M. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities);
- N. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

III 300.7 Entire Agreement. The Contract Documents contain the entire agreement between Contractor and WCTID, and no oral statements or prior written matter not specifically incorporated therein shall be of

any force or effect. The Contract may not be modified except by a written document executed by both parties thereto.

SECTION III 400 WCTID and ENGINEER, WORK, AND PLANS

III 400.1 Authority of Engineer - The Engineer, in consultation with the WCTID: (a) has immediate charge of the engineering details of the Project; (b) is responsible for the administration and satisfactory completion of the Project; and (c) has the authority to reject defective material and to suspend any Work that is being improperly performed.

III 400.2 Errors and Omissions - The WCTID reserves the right, in consultation with the Engineer, to correct by change order any errors or omissions in said plans or specifications wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

III 400.3 Interpretation of Estimates - The quantities listed in the Bid Proposal form(s) are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the Bidder are to be tendered expressly for the scheduled quantities which later may be increased or decreased within the restricting limits herein after stipulated. Where there is a conflict between the unit price and the extension thereof made by the Bidder, the unit price shall govern and the WCTID and/or Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

III 400.4 Pre-Construction Meeting - After the award of the Contract and before beginning any Work, the Contractor and its superintendent, shall meet with the Engineer for a pre-construction meeting, to review all restrictions and regulations governing the Work. Any schedules, requests, papers, approvals, submittals, changes, etc. as called for in the Contract Documents shall be made at this time unless otherwise directed.

III 400.5 Use of Premises - The Contractor shall confine its equipment, tools, the storing of materials, and the operation of its workmen within the right-of-way and/or Work limits as approved by the Engineer. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

III 400.6 Dust, Water Pollution, and Erosion Control - The Contractor shall be responsible for complying with the Water Management and Sediment Control Regulations of Warren County that are in effect at the date of letting. The Contractor shall employ measures to prevent or control spills of fuels or lubricants from entering the waters of the state and submit a contingency plan to the Engineer to be effective in the event of a spill. Dust shall be kept to a minimum.

III 400.7 Coordination of Plans, Specifications, and Special Provisions - The specifications, plans, special provisions, and all supplementary documents are essential parts of the Contract and a requirement appearing in one is as binding as though in all. In case of a discrepancy, unless otherwise directed by the WCTID or Engineer, figured dimensions shall govern over scaled dimensions and special provisions shall govern over both specifications and plans.

SECTION III 500 PROGRESS OF WORK AND QUANTITIES

III 500.1 Extra Work - Unforeseen or other work made necessary by minor alterations of the plans, or necessary to complete the proposed improvement contract, shall be deemed extra and shall be performed by the Contractor in accordance with the specifications and as directed; provided, however, that before any extra Work is started, the Contractor has been authorized by the Engineer in writing to do the extra Work. When the nature of the extra Work required is such that the exact amount of the extra Work cannot be determined precisely, the Contractor shall proceed only when authorized to do so by the Engineer.

III 500.2 Incidental Work at Contractor's Expense - All Work done by the Contractor, specified or mentioned in the plans or specifications, as well as any minor details of Work not specifically mentioned but obviously necessary for the proper completion of the Work, shall be considered as incidental, and as being part of any included in the Contract. The Contractor will not be entitled to any extra or additional compensation for the same.

III 500.3 Increased or Decreased Quantities - The WCTID reserves the right to make such alterations in the plans or in the quantities of the Work as may be considered necessary or desirable, and no conditions or provisions of the Contract shall be ordered in writing and that equitable adjustment of compensation shall be agreed upon; provided further that before the Work is started on any such alteration at the opinion of the WCTID a Supplemental Agreement setting forth the adjustment shall be executed by the WCTID and the Contractor. The Contractor shall perform the Work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

III 500.3.1 All change orders shall be in writing. The WCTID shall not pay any increase in expense, and Contractor agrees that it waives all right to payment for extras or otherwise valid claims for extras or change order Work performed without first (a) complying with the notice provisions set forth in the Contract Documents and (b) obtaining a prior approved change order.

III 500.3.2 Unit Prices for Remediation of hazardous materials. Contractor acknowledges that the Work for the WCTID under this Contract may involve the risk of encountering petroleum contaminated soils (PCS) or other hazardous materials during construction excavation and other work. Contractor agrees and represents that the nature of the Contract Work is such that any soil borings or similar analysis by WCTID or its Engineer or consultants may not indicate the complete and full amount of contaminated soils and that Contractor may encounter more extensive or additional PCS or other hazardous materials contamination during construction excavation than indicated in any soil borings or other tests. Contractor represents that its unit price bid for any remediation work involving hazardous materials includes all costs and considerations arising out of or relating to the Work involved, including the cost of schedule impacts as a whole, all delay-related costs (including but not limited to extended home office overhead, extended field conditions, extended site conditions, labor) and all costs to excavate, store, test, transport, and dispose of contaminated materials. The original Contract unit price shall thus cover all expenses and impacts associated with remediation and handling of both the contaminated soils identified in any environmental studies plus those actually discovered during construction. Contractor's payment for any required remediation work thus shall be at the original Contract unit price for the agreed quantities of the work in question and shall constitute full and final reimbursement of Contractor for the work and settlement of all claims arising out of or pertaining to the Work regardless of whether the Contract items vary in any respect from the estimated quantities. Notwithstanding the foregoing, WCTID has sole discretion to determine that an original Contract unit price would not be fair to WCTID or result in a windfall to Contractor, and may by notice to Contractor enter into negotiations over a reasonable price for excess contract Work involving contaminated soils.

III 500.4 Claims and Notice - Contractor shall submit to WCTID and Engineer any requests or claims for adjustment in the Contract Price, Time, or other provisions of the Contract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, for unforeseen causes, unanticipated site conditions, and for any other circumstance otherwise permitted by law or the Contract Documents within five (5) days of the act or occurrence giving rise to the claim and before Contractor proceeds to perform any extra Work and seek a confirmation of receipt from WCTID and Engineer. Within ten days after providing such written notice, Contractor shall submit a written statement to the owner setting forth in detail: (1) the nature and cause of the claim and the specific

provision of this Contract which support such claim; (2) specific references to the details of the Drawings and any Specifications that are affected by the claim; and (3) an itemized and substantiated statement of the amount of the claim, or of the time extension support by such documentation as the Owner may reasonably request. Failure to provide such notice and said confirmation procedure within the five day period, or to comply with said written statement procedures within the ten day period, shall constitute Contractor's waiver of the right to compensation or time for the act or occurrence in question. Any increase in the Contract price, or extension in the Contract Time resulting from such claim or change may only be effected by an authorized written Change Order signed by WCTID.

III 500.5 Certification of Claims and Written Statement. All written statements (as set forth above in 500.4) and claims made by Contractor, or by any subcontractor or supplier of any tier through Contractor, shall be accompanied by a sworn and notarized certification by the designated representative of Contractor having overall responsibility for Contractor's affairs, stating: (1) the claim is made in good faith; (2) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; (3) the amount requested accurately reflects the Contract adjustment for which Contractor believes the WCTID is liable. For subcontractor claims Contractor may not rely on subcontractor certifications but must conduct an evaluation reasonably sufficient to certify the claim as stated above. Contractor's certification of a false or inaccurate claim will entitle WCTID to recover its costs of investigating, evaluating, and defending such including but not limited to attorney, accountant and expert fees, from Contractor and/or the individual certifying the claim. Failure to provide a full and complete Certification required at the time the claim or written statement is provided shall constitute Contractor's waiver of the right to the relief it has requested but failed to properly or timely certify.

III 500.6 Date of Completion - The Contractor shall have completed the Work, or any portion thereof, on or before the calendar date and/or time period specified in the Contract Documents, including any interim completion dates or milestones. Otherwise the WCTID may proceed per Sections 500.7 and 500.8 of these Specifications. If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the Work, the WCTID shall postpone the completion date by the number of calendar days they determine.

III 500.6.1 Delays for Cause. When delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to calamities, force majeure, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, pandemics, strikes, except those caused by improper acts or omissions of the Contractor, extra ordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes (acts of Government) or calamities, the time of completion shall be extended in whatever amounts determined by the WCTID to be equitable, provided notice and certification has been given as required above. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delays to those required by the Event, and takes all reasonable steps to minimize damages and resume performance.

III 500.6.1.1 A "Calamity" is construed to mean an earthquake, flood, cloud burst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make allowances for.

III 500.6.1.2 "Force Majeure" is construed to mean events including but not limited to, civil disturbances, armed conflict or the serious threat of the same (including but not limited to hostile attack,

blockade, military embargo); act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition and/or seizure of works.

III 500.6.1.3 Delays and Time Extensions when the proximate cause is the act or inaction of the WCTID. If the Contractor is delayed in the progress of the Work by causes reasonably beyond its control and through no fault of its own, where the proximate cause of the delay is the WCTID's actions or inactions (within the meaning of ORC §4113.62(C)(2)), the Contractor shall be entitled to a reasonable time extension and extended field general conditions in a reasonable amount as determined by the WCTID after consultation with its Consultant, Construction Manager, or Architect, if any. In addition, Home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio and such unabsorbed home office overhead shall (a) be based on business days lost to the critical path of the Project and (B) only be allowed if the cumulative delay in question to the critical path exceeds fourteen (14) days. Contractor represents and agrees that any such extension of time, extended field general conditions, and Eichleay Damages shall be the Contractor's sole remedy and measure of "delay damages" and Contractor represents as a material inducement to WCTID to enter this Contract, that Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.

III 500.6.2 No time extensions will be granted for any delay or suspension of the Work due to fault of the Contractor.

III 500.6.3 Postponement of the completion date shall be immediately recorded by the appropriate journal entry by the WCTID and the Contractor formally advised. If the WCTID should suspend the Work in whole or in part as provided in Section 500.8 of these specifications, the date of completion shall be extended the number of days that the suspension directly or indirectly delays completion of the Work.

III 500.6.4 If the WCTID for any reason extends the completion date, the extension of time shall not relieve the bond annexed this agreement or the sureties thereon from any of the obligations therein expressed.

III 500.6.5 If the Contractor files any bankruptcy related action such as Chapter 7 or Chapter 11 or placed in receivership, the WCTID may terminate this Contract and seek alternative completion, may seek to make a claim on any performance bond, or take any other action it deems necessary or prudent to timely complete the Work. The Contractor will be not be entitled to any payment for Work completed to date until such time as the Project is finally complete. At that point, Contractor shall be entitled to payment for Work completed at the time of its termination less any damages or expenses incurred by the

WCTID in re-soliciting the project, awarding it elsewhere, or completing it itself (the "Completion Damages"). If the Completion Damages exceed the balance on the Contract left at the time of the termination (including amounts due Contractor for its Work completed to date), Contractor shall be responsible for paying the difference to the WCTID. Otherwise, the WCTID shall pay the Contractor for Work completed to date less the WCTID's damages.

III 500.6.6 Coordination Responsibilities. The parties understand and agree that if the Work or any portion thereof involves work of or coordination with any public utilities, telecommunication providers or railroad companies or entities responsible for any necessary utility relocation, telecommunication facilities, railroad coordination, or electrical service installation or any similar services required during the construction to complete the construction within the Contract times for Date of Completion, the Contractor assumes responsibility for such coordination and any delays resulting therefrom. Any Contractor costs for such shall be incorporated into the line item and/or profit and overhead markups incorporated into the Contract and the time for same shall be considered incorporated into Contractor's obligation to complete within the Contract times for Date of Completion. To the extent reasonable the WCTID will assist Contractor in facilitating such coordination, but such assistance shall not relieve the Contractor of its obligations hereunder. The WCTID will coordinate with and obtain approval by ODOT and/or the Engineer, as may be appropriate or required, for any necessary traffic signal or roadway design elements of the construction. Contractor shall be responsible to coordinate any inspections or approvals necessary to be obtained from ODOT and/or the Engineer, as may be appropriate or required, for the Work during construction.

III 500.7 WCTID to Complete Work In Case of Failure - If in the opinion of the WCTID, the Contractor has not commenced the Work, within a reasonable time or does not carry the same forward with reasonable progress, or is improperly performing the Work or any portion thereof, or has abandoned or fails or refuses to complete the Work under the provisions of these specifications and the Contract, said WCTID shall have full power and authority to enter upon and construct said improvement or any part thereof either by Contract, force account, or in such manner as it may deem for the best interest of the public; paying in full costs and expenses thereof from the balance of the Contract price unpaid to the Contractor. In case there is insufficient balance to pay for the Work, the WCTID shall require the Contractor, or the surety on its bond, to pay the cost of completing the Work.

III 500.7.1 The WCTID shall withhold estimates, or partial estimates, that may be due the Contractor for Work performed to date, until it has fulfilled all the provisions mentioned above the extension of time.

III 500.7.2 If the conditions beyond the control of the WCTID or Contractor prevent the completion of the project, such as (but not limited to) changes in the law, EPA regulations, catastrophe or court order, then the WCTID may, in its discretion, pro-rate and cancel the project. Any materials purchased but not utilized shall be paid for by and become property of the WCTID.

III 500.8 Failure to Complete by Specified Date - Time is of the essence of this Contract. The parties hereto acknowledge that the WCTID is entitled to full use of the completed Work, or any portion thereof as applicable to any interim completion dates or milestones, following expiration of the Contract Time for such Work, and that if the Contractor fails to complete the Contract or any portion thereof on or before any such contractually specified completion date the WCTID will sustain extensive damage and serious loss as a result. The exact amount of such damages will be extremely difficult to establish and calculate with certainty. Thus, the WCTID and Contractor agree that if the Contractor fails to complete the Work or any portion thereof or before the date agreed upon as mentioned elsewhere in the Contract, or before the interim, milestone, or substantial completion or Date of Completion agreed upon as mentioned elsewhere in the Contract the WCTID shall be entitled

to retain or recover from the Contractor, as liquidated damages and not as a penalty, the per diem amounts set forth in the 2023 ODOT CMS Table 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES (the "2023 ODOT CMS Schedule of Liquidated Damages"), commencing upon the first day following expiration of the Contract time or interim completion date or milestone, as appropriate and continuing until the actual date of substantial completion. Contractor and the WCTID agree that such liquidated damages are a reasonable pre-estimate of damages the WCTID will incur because of delayed completion of the Work.

III 500.8.1 The WCTID may deduct liquidated damages described above from any unpaid amounts then or thereafter-due Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the WCTID upon demand.

III 500.8.2 The liquidated damages set forth herein shall be WCTID's exclusive damage remedy for Contractor's failure to complete the Work on or before the date of substantial completion or interim completion date or milestone, but such liquidated damages shall in no way limit Owner's entitlement to damages for any other injury, damage, or loss, other than for delay, for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law.

III 500.9 Suspension of Work - For such a period as is necessary or during such time the weather is unsuitable for proceeding with the Work, the WCTID may suspend Work, at places or altogether, if in its opinion, public need requires it. In case of such suspension during a working season, the time within which the Contractor is required to complete the Work shall be extended by as many days as the same was suspended. Upon any stoppage of the Work, all material shall be safely placed, so as to not obstruct or impede travel on the right-of-way.

III 500.10 Order and Progress of Work - The Work under this Contract shall be prosecuted at as many different places, at such times in such sections along the improvement and with such forces as the Engineer may direct. Completed portions of the roadway shall be opened to travel as directed by the Engineer, but shall not be construed as an acceptance of the Work done. Should the Work, for any reason, be discontinued by the Contractor, it shall, before again commencing the Work, give the Engineer notice of its intention at least twenty-four (24) hours in advance of commencement.

III 500.11 When Estimates May Be Withheld - Estimates may at any time be withheld or reduced if, in the opinion of the WCTID, the Work is not proceeding in accordance with the provisions of this contract; or if the Work is not progressing in proportion to the time spent working; or if the estimate is not in the same proportion to the entire contract price as the amount of the Work completed is to the entire Work.

III 500.12 Violations - At no time during the execution of this Contract shall the Contractor or any subcontractor violate any Federal, State, Municipal, Township, or local laws, statutes, regulations, ordinances, or resolutions.

III 500.13 Injunctions - If legal obstruction to the completion of the Work arises, and if the legal obstruction will cause delay in the completion of the Work, the WCTID may postpone the completion date by the number of calendar days they determine.

III 500.14 Termination for Cause. If the Contractor breaches any of its obligations under this Agreement, then WCTID may give Contractor written notification identifying such breach as a potential termination for cause. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification, or if such breach cannot be cured within such seven (7) day period, then Owner may terminate this Contract for cause and take possession of the Work. Alternatively, instead

of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Contractor.

1. Upon a termination for cause hereunder the WCTID may, without prejudice to any other rights or remedies it has:
 - a. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. Request and accept assignment of subcontracts; and
 - c. Finish the Work by whatever method it deems expedient.
2. When the WCTID has terminated the Contract for cause the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of completing the Work ("Completion Costs"), including but not limited to:
 - a. compensation for any additional design or architectural costs and expenses;
 - b. costs of rebidding and contracting for the completion of the Work; and
 - c. attorneys' fees and Architect's fees incurred arising out of or related to the termination and completion of the Work, such excess will be paid to the Contractor.
3. If the WCTID's Completion Costs exceed the unpaid balance, the Contractor shall pay the difference to the WCTID on demand. This obligation for payment shall survive termination of the Contract. When exercising any rights or remedies under this Section, the WCTID shall not be required to bid out or obtain the lowest price for the Work performed but shall in its discretion act in a commercially reasonable manner.
4. If a termination for cause hereunder is later determined or adjudged to be improper then such termination shall convert, and shall be accepted by the parties, to be a termination by WCTID for convenience subject to the terms and conditions set forth below. In such case the Contractor's sole right, remedy and recourse shall be determined by Section 500.15.

III 500.15 Termination for Convenience. The WCTID may terminate this Contract, in whole or in part, for WCTID's convenience and without cause if it determines, for any reason and in its sole discretion, that such termination is in its best interest. A Termination for Convenience hereunder shall be effected by delivery to the Bidder or Contractor of a Termination Notice specifying the extent to which the Contract is terminated and the date such termination becomes effective. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed and in place for which costs can be substantiated based on the Contract value for the work in question. Such payment shall in no case exceed an amount which is the same percentage of the Contract Price as the amount of work satisfactorily performed.

III 500.16 Upon any termination of the Contract hereunder, all work in progress will become the property of the WCTID and will be turned over promptly by the Contractor after it has taken commercially reasonable steps to protect the work and any equipment or materials procured for prosecution of the Work.

SECTION III 600 CONTRACTOR INSURANCE REQUIREMENTS

The following types of insurance coverages and limits are required and shall be written for not less than the following, or greater if required by law and/or as otherwise specifically provided in the Contract or required by the WCTID as listed below. The WCTID, WCEO, Warren County, the

Township of Union, Warren County, Ohio and their respective trustees, commissioners, officers, agents and employees are to be named as additional insureds with all rights under those policies unless otherwise determined by the WCTID.

III 600.1 Workmen's Compensation and Employers Liability as required by the laws of the State of Ohio.

III 600.2 The Contractor shall not commence Work under the Contract until it has obtained all the insurance required hereunder and has submitted, in quadruplicate, an appropriate Declaration of Insurance, as evidence of coverage which has been approved by the WCTID and concurred by the Engineer. The Contractor shall not allow any Subcontractor to commence Work on its subcontract until all similar insurance required by the Subcontractor has been so obtained and approved. Approval of the insurance by the WCTID shall not relieve or decrease the liability of the Contractor hereunder.

III 600.3 Contractor's Liability Insurance

III 600.3.1 The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

III 600.3.2 Coverage for an "if any" basis: Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

III 600.3.3 Bodily Injury Liability limits shall be for an amount of no less than Two-Million **(\$2,000,000.00)** Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Two-Million **(\$2,000,000.00)** Dollars on the account of any one occurrence.

II.600.3.4 Comprehensive Automobile Liability Insurance policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows: Bodily Injury and Property Damage Liability Limit Each Occurrence **\$1,000,000.**

III 600.3.5 Property Damage Liability Insurance in an amount of not less than Two-Million **(\$2,000,000.00)** Dollars per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than Five-Million **(\$5,000,000.00)** Dollars aggregate for damage on account of all occurrences.

III 600.3.6 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides **no less than** Five-Million **(\$5,000,000.00)** Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.

III 600.4 Project Protection. Until WCTID's final acceptance of the Work and Contractor's acceptance of final payment from WCTID for the Work, Contractor agrees that it is responsible to protect the Project, the Work, and/or the WCTID, WCEO, Warren County, Ohio, the Turtlecreek Township, Warren County, Ohio, and their respective boards, chairpersons, officers, trustees, commissioners, employers, members, agents, and volunteers from claims or loss incurred by fire, lightning, vandalism, theft, explosion and malicious mischief, and the risk of loss or any and all labor and materials connected with the Work (including materials delivered to the site but not yet installed). Contractor may, but is not required to, maintain insurance to cover the above risks as they pertain to the Project. Such insurance may include Contractor's Risk and/or Installation Floater insurance coverage, but its decision to obtain such insurance, or failure to do so, will not impact its obligations as set forth herein.

III 600.5 The Policies as listed in the paragraph's 600.1 through 600.4 shall all contain the following special provisions:

- * *The Contractor agrees that written notice will be mailed to the WCTID thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved.*
- * *The Contractor shall submit evidence of such insurance to the WCTID with the executed contract in the form of a Certificate of Insurance, naming the Warren County Transportation Improvement District as the Certificate holder.*

III 600.5.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to an adjoining property or their contents or the work of others.

III 600.5.2 Should any liability arise as a result of the action of the Contractor, subcontractors, or employees for which there is insufficient insurance coverage, the Contractor agrees to indemnify, defend, and hold the WCTID harmless from any liability or judgment (including reasonable attorneys fees and litigation expenses) and losses.

SECTION III 700 PAYMENTS, AND FINALITIES

III 700.1 Payroll Records - Payroll records kept in accordance with Section 4115.07, of the Ohio Revised Code and shall be open to inspection of authorized representatives or officials of WCTID. The contractor shall furnish the WCTID with an affidavit every thirty (30) days during the construction period stating that all employees and sub-contractors performing services on this project have been paid the prevailing rate of wages as certified by the Department of Industrial Relations provided by Chapter 4115 of the Revised Code of the State of Ohio.

III 700.2 Right of Direct Pay - The Contractor furnish upon the request of the WCTID prior to any partial payment(s) an affidavit listing money owed or paid to all subcontractors, laborers, or materialmen, and the WCTID, upon receipt of said affidavit, may, in its discretion, disburse appropriate sums owing as indicated directly to subcontractor's, materialmen, and laborers, with the balance being remitted to the Contractor.

III.700.3 Progress and Final Payment Releases - All applications for payment ("Pay Applications") shall be submitted in form acceptable to WCTID, shall include a complete description of the labor and materials supplied, and the work done during the period covered by the Pay Application (the "Pay Period"). As a condition precedent to Contractor's right to payment for Work performed, all Pay Applications shall be accompanied by (i) a list of all suppliers and subcontractors whose materials or services have been utilized by Contractor to perform the work described in the Pay Application, and (ii) a signed waiver of and release from any claims, on a form provided by or acceptable to the WCTID, that waives and releases all claims that could be asserted by Contractor for labor or materials performed during the Pay Period. Such waivers may be conditional on receipt of payment. Contractor agrees to furnish, if and when required by the WCTID, payroll affidavits, receipts, vouchers, releases of claims for labor, material and subcontractors performing work or furnishing material under this Agreement, all in form satisfactory to Owner. Pay Applications shall not be submitted more frequently than monthly, unless otherwise agreed in writing by the WCTID, and shall include all charges made since the preceding Pay Application Period.

III 700.4 Final Cleaning Up - Upon completion of the Work and before acceptance and final payments shall be made, the Contractor shall clean the roadway, borrow pits, stream channels and banks within the right-of-way at drainage structures, and all ground occupied by the Contractor in connection with the Work, of all rubbish, excess materials, false work, temporary structures and equipment, and all parts

of the Work shall be left in a neat and presentable condition satisfactory to the Engineer. All land on which a temporary easement existed shall be returned to its preconstruction condition by the Contractor, the expense of which is included in the amount of this contract.

III 700.5 Final Inspection - Wherever the Work provided and contemplated by the Contractor has been satisfactorily completed and the final cleaning up performed, the Engineer shall, within ten (10) days, unless otherwise provided, make the final inspection.

III 700.6 Final Payments - The Engineer shall, as soon as possible after the completion of the entire Work, certify such completion to the WCTID, and the WCTID shall pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the full settlement.

III 700.7 Payment of Total Costs to be Final Settlement of all Claims of the Contractor - The WCTID shall pay, and the Contractor shall receive, the sum herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the weather, or from any unforeseen obstruction or difficulty encountered in the prosecution of the Work, and for all risks of any description connected with the Work, and for all 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 whole thereof, as herein provided, together with remedying all defects developing during the period for which the Work is guaranteed. Final payment by the WCTID does not release the Contractor for any defects in construction, workmanship, or materials which could not have been ascertained by reasonable inspection.

III 700.8 Last Payment to be Final - Before the final estimate is allowed, the WCTID will require the Contractor to submit an affidavit showing that all claims and obligations arising in connection with the performance of the contract to include, but limited to, money owing to subcontractors, materialmen, or laborers have been satisfactorily settled. This requirement also includes an affidavit from any subcontractor(s) employed on the project. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the WCTID and agents thereof for 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 WCTID, or of any person relating to or affecting the Work.

III 700.9 Construction Funds Held in Trust. Contractor agrees that all funds it receives from WCTID for the performance of this Contract shall be held in trust by Contractor for the benefit of all its Subcontractors, suppliers, laborers, and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Project Work, and none will be diverted to satisfy other obligations of Contractor. WCTID does not have an obligation to pay or see to the payment of money to any subcontractor or supplier.

SECTION III 800 CLOSE-OUT PROCEDURE

III 800.1 When the Engineer and a Contractor determine the Work or a designated portion thereof is complete and acceptable in accordance with the Contract Documents, the Contractor shall submit a letter so stating to the Engineer, with a list of all incomplete items of Work and anticipated dates of completion for each.

III 800.2 Upon receipt of the letter claiming substantial completion of the Work, the Engineer will conduct an inspection. A list of items requiring completion or correction will be issued. If the Engineer approves the Contractor's claim of substantial completion, the Contractor will prepare a "Certificate of

Substantial Completion" for acceptance by the WCTID and the Engineer. This Certificate will establish the Date of Substantial Completion.

III 800.3 When the Contractor has completed all items of Work on the "Completion and Corrections List" and is satisfied that all Work required by the Plans and Specifications for its contract Work has been completed, it shall submit its Final "Application for Payment" for all funds due and/or the retained percentage to the Engineer along with the following items:

III 800.3.1 "Final Certification of Contractor" and "Consent of Surety" form.

III 800.3.2 Affidavits as required by the Contract if required by the WCTID.

III 800.3.3 Copies of test reports as may be required.

III 800.3.4 Record Drawings or information as required by the Contract Documents for Record Drawings.

III 800.3.5 Operating and Maintenance Instructions or Manuals required by the Contract Documents.

III 800.3.6 Other data as required by governing bodies.

III 800.3.7 Other submittals as required by the Technical Specifications such as Specific Guaranties, Warranties, Certificates, etc.

III 800.4 Upon receipt of the Contractor's Final Application and other required material, the Engineer shall verify its completeness and/or correctness. Incomplete or incorrect items shall be returned to the Contractor for corrections and resubmitted.

III 800.5 When the Engineer can certify that all Work under the Contract is complete and the Contractor has submitted all required items, it shall include the Contractor's Final Application on the "Final Certificate for Payment" and submit it to the WCTID.

III 800.6 The Engineer shall approve the "Final Certificate for Payment"; execute and forward three (3) copies to the WCTID. Any Contract or Contractor not receiving Engineer approval shall be deleted from the "Final Certificate for Payment."

III 800.7 The WCTID shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors, and return two (2) executed copies to the Engineer. Final checks shall then be distributed by the WCTID as required by the Contract Documents.

III 800.8 The Bid Guaranty shall not be released until final payment is deposited by the Contractor.

SECTION III 900 SAFETY

III 900.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

III 900.2 Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. It will notify owners of adjacent utilities when prosecution of the Work may affect them.

III 900.3 The Contractor shall maintain at its office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

III 900.4 Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

III 900.5 The Contractor must have a Safety & Health Management Program in place and shall submit a copy of their Program to the Warren County Engineer's Safety/Risk Manager prior to the commencement of construction. The Program shall include, but shall not be limited to, management commitment, employee involvement, periodic work site surveys, hazards prevention, and control of safety and health education training (see 29 CFR 1926.20 for reference). In addition, prior to the commencement of construction, contractor shall designate a qualified and experienced safety representative at the site, whose duties and responsibilities shall be the prevention of accidents and the maintaining of supervising and safety precautions and programs.

SECTION III 1000 MISCELLANEOUS

III 1000.1 Permits. The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing.

III 1000.2 Course of Conduct. No course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that WCTID has been unjustly enriched by an alteration or addition to the Work, whether or not such unjust enrichment to the work or WCTID in fact exists, shall form the basis of any claim for an increase in the Contract Sum or any amount due under the Contract Documents, or a change in the Contract Time. Any claim not made in compliance with the provisions of the Contract, including but not limited to sections 500.4 and 500.5 herein, is waived.

III 1000.3 Disputes.

III 1000.3.1 - All claims, disputes, or other controversies between WCTID and Contractor arising out of or relating to the Contract or the breach thereof shall be decided by litigation in the Warren County Court of Common Pleas, which shall have exclusive jurisdiction to hear and determine any such claims, disputes, or other controversies.

III 1000.3.2 - The Contract shall be governed by the law of the State of Ohio, without regard to principles of conflicts of laws.

III 1000.3.3 - Notwithstanding any claim, dispute or other controversy between WCTID and Contractor, or between Contractor and its subcontractor(s), it shall be the responsibility of Contractor to continue to prosecute all of the Work and perform all of its services diligently and in a good and workmanlike manner in conformity with the Contract.

III 1000.3.4 In any litigation between WCTID and Contractor arising out of or relating to the Contract or the breach thereof, WCTID shall recover all reasonable attorneys fees and costs, court costs and fees, and expert witness fees and expenses incurred.

III 1000.4 Jointly Drafted - The parties acknowledge that each party and, if it so chooses, its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract and any amendments or exhibits thereto.

III 1000.5 Interest - Amounts due and unpaid Contractor under this Agreement shall accrue interest at the rate of three percent per annum, commencing sixty (60) days after such amounts were due.

III 1000.6 No third-party beneficiaries. Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

III 1000.7 Severability - If any portion of this Contract is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions that are not void, voidable or illegal and (a) such other portions shall be enforceable in accordance with their terms; and (b) the severed provision shall be substituted by a valid provision which most closely approximates the intent and purpose of the severed provision and which would be enforceable to the maximum extent permitted by law.

III 1000.8 Reporting, Investigating, and Resolving Motorist Damage Claims. The Contractor is required to report, investigate, and resolve motorist damage claims according to 107.10 and 107.12 of the 2023 ODOT Specifications as follows. When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the WCTID. If the WCTID directly receives a motorist's claim, it will, in its discretion, forward the claim report to the Contractor and/or the Contractor's insurance company to resolve. If the Contractor or its insurance company does not resolve the claim in a timely manner, the WCTID may advise the motorist of the option of pursuing the claim in the Ohio Courts. In the event of a lawsuit filed against the WCTID by the motorist, the WCTID, as co-insured party, may request the Contractor's insurance company to defend this lawsuit and hold the BCTID harmless according to the insurance requirements of this Contract. Any attorneys fees, court costs, litigation expenses, judgments, or settlement amount incurred by the WCTID arising out of any litigation or claims by a motorist hereunder will be assessed to the Contractor and deducted from the project, and notify Contractor of such action. If the Contract balance is insufficient to cover the extent of the backcharge,

III 1000.9 Warranty and Correction Period.

III 1000.9.1 Warranty - The Contractor fully warrants, for the benefit of the WCTID that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defects in materials or workmanship.

III 1000.9.2 Correction Period. In addition to the Contractor's obligations under this Section 1000.8, if, within one year after the Date of Substantial Completion of the Work or after the date of commencement of the warranties hereunder (or such longer period of time as may be prescribed by the terms of any applicable special warranty or guarantee required by the Contract Documents), any of the Work is found not to be in accordance with the requirements of the Contract Documents, or if the repair of any damages to the land or any areas made available for Contractor's use in performing the Work is found to be defective, the Contractor shall, without cost to the WCTID, promptly correct or repair the damage, land, or defective work after receipt of written notice from the WCTID or Engineer. If the Contractor fails to correct or take steps to correct such defective or nonconforming work within seven (7) days after receipt of notice from the WCTID or Engineer, the WCTID may correct or repair the Work in question and all costs, claims, and damages arising out of or relating to such corrective

action will be paid by Contractor to the WCTID on demand, including but not limited to, attorneys fees, and costs or charges of engineers, and other professionals, and all court or other dispute resolution costs).

SECTION III 1100 Drug-Free Workplace

1100.1 Selected Contractor and each subcontractor shall be enrolled and in good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Bureau of Worker's Compensation.

1100.2 The Contractor shall insert in each of its subcontracts a clause requiring all subcontractors to comply with this requirement.

SECTION IV

Federal and State Requirements

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

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

ODOT's Construction and Material Specifications (C&MS) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference does not interfere with the order of precedence set forth in Section 105.04 of the C&MS 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", "the DCE" and "the DCA" 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.

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 Ohio Revised Code (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.

Not all manufactured products (i.e., traffic signal heads, bridge bearing pads, pre-cast concrete items, etc.) used in the project are required to be produced in the United States.

All "construction materials" are to be manufactured in the United States - meaning that all manufacturing processes for the construction materials must have occurred in the United States.

"Construction materials" includes an article, material, or supply other than an item primarily comprised of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, and materials that consist primarily of:

- non-ferrous metals; (i.e., aluminum, copper, brass, etc.)
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Items consisting of two or more of the listed materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products rather than as construction materials.

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:

- The cost of products to be used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
- The 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 therewith 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 therewith 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 also constitute signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. PREQUALIFICATION

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

5. PN 033 - 4/18/2008- AS PER PLAN DESIGNATION

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

The “As Per Plan” designation is sometimes added to item descriptions in the proposal to assist contractors with easily identifying 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 EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION FORM

The bidder hereby certifies that he or she **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he or she **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, 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 subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

8. PN 026 - 10/15/2004 - CERTIFICATION OF NON-SEGREGATED FACILITIES

A. Certification of Non-segregated 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 Non-segregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his or her 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 Non-segregated Facilities" -

- A. A Certification of Non-segregated 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 Non-segregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his or her 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 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 within 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.

10. 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.

11. PN 020- 10/21/2022- NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE

EQUAL EMPLOYMENT OPPORTUNITY AND WORKFORCE DIVERSITY REQUIREMENTS ON ALL FEDERALLY FUNDED PROJECTS (CLOSE MONITORING AND ENFORCEMENT CURRENTLY APPLIES TO PROJECT AMOUNT GREATER THAN \$10M ONLY).¹ PLEASE NOTE THAT ODOT MAY REQUEST INFORMATION AT ANY TIME FOR PROJECTS UNDER \$10M, AS NEEDED.

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

WORKFORCE UTILITATION GOALS

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT’s website at [Contracts | Ohio Department of Transportation](#). These goals are based on 2020 census data and represent the area, per craft, minority, and female availability pool.

- **Census Availability Percentages for minority and female workers** by craft per county (applicable to project):
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CensusForAllCounties.xlsx>
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CensusForAllCounties.pdf>
- **Statewide utilization obligations/ goals for minority workers** by county (applicable to each project).
- **Statewide utilization obligation/ goal for female workers is 6.9%** and applies the same for each county.

Source: US Department of Labor’s, Office of Federal Contract Compliance Programs, Technical Assistance Guide for Construction Contractors (pp. 126 – 127)
[Construction Contractors Technical Assistance Guide \(dol.gov\)](#)

Ohio 064 Youngstown-Warren, OH:

SMSA (Standard Metropolitan Statistical Area) Counties:

9320 Youngstown - Warren, OH	9.4
OH Mahoning; OH Trumbull.	
Non-SMSA Counties	6.7
OH Columbiana; PA Lawrence; PA Mercer.	

065 Cleveland, OH:

SMSA Counties:

0080 Akron, OH	7.8
OH Portage; OH Summit.	
1320 Canton, OH	6.1
OH Carroll; OH Stark.	
1680 Cleveland, OH	16.1
OH Cuyahoga; OH Geauga; OH Lake; OH Medina.	
4440 Lorain-Elyria, OH	9.3
OH Lorain.	
4800 Mansfield, OH	6.3
OH Richland.	
Non-SMSA Counties:	11.3

¹ All Federally Funded projects greater than \$10K are required to meet the workforce requirements; however close monitoring and enforcement of those over \$10M are defined by ODOT regularly tracking hiring progress with quarterly workforce utilization reports provided to district and contractor staff at progress meetings along with submission of Good Faith Efforts, at the end of a project. GFEs are only requested in the event of a shortfall in female and minority workforce percentages.

OH Ashland; OH Ashtabula; OH Coshocton; OH Crawford; OH Erie;
OH Holmes; OH Huron; OH Tuscarawas; OH Wayne.

066 Columbus, OH:	
SMSA Counties:	
1840 Columbus, OH _____	10.6
OH Delaware; OH Fairfield; Franklin; OH Madison; OH Pickaway.	
Non-SMSA Counties _____	7.3
OH Athens; OH Fayette; OH Guernsey; OH Hocking; OH Jackson; OH Knox;	
OH Licking; OH Marion; OH Meigs; OH Morgan; OH Morrow; OH Muskingum;	
OH Noble; OH Perry; OH Pike; OH Ross; OH Scioto; OH Union; OH Vinton.	
067 Cincinnati, OH:	
SMSA Counties:	
1640 Cincinnati, OH-KY-IN _____	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton;	
OH Warren.	
3200 Hamilton - Middletown, OH _____	5.0
OH Butler.	
Non-SMSA Counties _____	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll;	
KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen;	
KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
068 Dayton, OH:	
SMSA Counties:	
2000 Dayton, OH _____	11.5
OH Greene; ON Miami; OH Montgomery; OH Preble.	
7960 Springfield, OH _____	7.8
OH Champaign; OH Clark.	
Non-SMSA Counties _____	9.9
OH Darke; OH Logan; ON Shelby.	
069 Lima, OH:	
SMSA Counties:	
4320 Lima, OH _____	4.4
OH Allen; OH Auglaize; OH Putnam; OH Van Wert.	
Non-SMSA Counties _____	3.5
OH Hardin; OH Mercer.	
070 Toledo, OH:	
SMSA Counties:	
8400 Toledo, OH-MI _____	8.8
MI Monroe; OH Fulton; OH Lucas; OH Ottawa; OH Wood.	
Non-SMSA Counties _____	7.3
MI Lenawee; OH Hancock; OH Henry; OH Sandusky; OH Seneca; OH Wyandot.	

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

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

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

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

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

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

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

[Federal Register :: Government Contractors, Affirmative Action Requirements](#) (2000)

[Federal Register :: RIN 1250-AA10](#) (2020 updates)

ADDITIONAL REQUIREMENTS FOR ODOT PROJECTS WITH STATE FUNDING

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

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

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

Steps to Submit the I-29 Form:

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

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

12. 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, the process described in 2.) and 3.) should be followed.

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

13. PN 061 –10/22/2012- 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. The LPA must formally incorporate them into the 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 the website noted below on payrolls submitted to the ODOT 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:

<https://sam.gov/content/wage-determinations>

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

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls. (Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts.)

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 funds transfer or legal tender. All payroll records and company funds transfer transactions or legal tender transactions shall be maintained for at least three (3) years after final acceptance as defined in Section 109.12 of the ODOT C&MS. The contractor's and all subcontractor's 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 (3) 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 (3) weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

- 1) 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 it is ultimately the responsibility of the contractor to ensure 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.

14. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

- A. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief that:
 1. 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 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.
- C. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

16. 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 this contractual obligation be placed in all subcontractor and materialman contracts it enters into and further requires all subcontractors and materialmen place the same contractual obligations in each of their lower-tier contracts.

17. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the contractor and all its subcontractors who 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 five (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 who provide 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 in and in good standing in the OBWC's DFSP Discount Program or a similar program approved by the OBWC

within eight (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 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 (5) years after the date of the breach.

18. OHIO WORKERS' COMPENSATION COVERAGE

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

19. 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 ORC §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.

20. 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 the claims or causes of action related to the goods or services are the subject to the contract. In addition, the contractor warrants and represents that it will require all of its subcontractors and first-tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

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

21. PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine is made or levied against ODOT and/or the LPA, the contractor shall reimburse the Department within thirty (30) calendar days of the notice of assessment or fine, or the Department may withhold the amount of the fine from the contractor's next pay estimate. All money collected or withheld from the contractor shall be delivered to the permitting agencies issuing the assessment or fine.

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

22. PN 007 – 1/31/2021- DBE TRUCKING

Title 49 CFR Section 26.55(d)(4)(5)(6) governs trucking operations.

The Disadvantaged Business Enterprise (DBE) trucking firm must be able to quote and negotiate its own prices. The DBE trucking firm must also provide a quote for each project on which the firm is to be utilized toward the project DBE goal.

The DBE will be responsible for the management and supervision of their trucking operation on each contract. A DBE is not performing a Commercially Useful Function (CUF) if the contract exists for the purpose of creating the appearance of DBE participation.

The DBE must own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE receives credit for the total value of the transportation services the DBE provides on the contract using trucks the DBE owns, insures, and operates using drivers it employs (not 1099/independent contractors).

The DBE may lease trucks on a long-term basis (a year or more) and receive full DBE credit as long as employees of the DBE operate the truck.

A lease must indicate the DBE has exclusive use of and control over the truck, including responsibility of maintenance and insurance. This does not preclude the leased truck from working for others during the term of the lease with the DBE's consent as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the DBE's name and identification number as well.

The DBE must carry a copy of the lease agreement in the leased truck when working onsite.

Truck Monitoring:

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

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
2. When the materials or supplies are obtained from a DBE Materials and Supplies Vendor (MSV) 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.

3. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier, the prime contractor may receive credit for up to 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.

Historically, 60% of the cost of materials and supplies purchased from a DBE MSV (100% from a DBE MSV manufacturer) would normally be counted toward DBE goals. Effective September 1, 2018:

- Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.
- To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (manufacturer) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the manufacture of the item, as indicated by the information provided by the DBE MSV
- To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The item must not be drop-shipped
- The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail and trucking) NAICS codes for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns [or for which it has a long-term (1 year or more) lease] and operates with its regular (not ad hoc) employees
- If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and only if the following additional criteria are met:
 - The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents and Brokers

- The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling
- The usual good faith efforts process applies.
- All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

DBE TRUCKING DISCLOSURE AFFIDAVIT

In order to ensure the prime contractors are monitoring DBE trucking/hauling operations on projects with federal funding, prime contractors must complete the DBE Trucking Disclosure Affidavits Section (“Affidavit”) when completing and submitting the Prompt Payment Spreadsheet for reimbursement. The Affidavit will be completed by the prime contractor on the Prompt Payment Spreadsheet and, once submitted, will be routed to the project’s SharePoint site. This information will be used to affirm DBE and non-DBE trucking utilized by each DBE firm performing those duties during the previous month. The LPA and ODOT will monitor trucking with the following requirements for all Local-let projects:

- Prime contractors will be required to provide a master list of all anticipated DBE trucking firms to the District Construction Monitor (DCM) at the time of the Pre-Construction Meeting.
 - If no DBE trucking is anticipated on a project, the prime contractor will check the box “No Anticipated DBE Trucking Affidavit” on the first submittal of the Prompt Payment Spreadsheet. If DBE trucking/hauling does occur, the prime contractor must notify the LPA within seven (7) days of the DBE trucking activity. The prime contractor will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.
- Prime contractors will be required to complete the Affidavit disclosing the DBE trucking operations during the previous month when completing the new Prompt Payment Spreadsheet. The prime contractor will complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The prime contractor will select one of the following options on the Trucking Affidavit section of the form.
 - The DBE firm performed trucking by utilizing their own equipment and workforce and/or work was subcontracted to another DBE (i.e., only trucking that can be counted for DBE participation was utilized).
 - No other information is required. The prime contractor will sign and submit the Affidavit.
 - The DBE firm utilized DBE & Non-DBE trucking.
 - If selected, the prime contractor will provide a list of non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).
 - No trucking was performed.
 - No other information is required. The prime contractor will sign and submit the Affidavit.
- The DCM will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet when submitted for reimbursement. The LPA and/or Compliance Managers will follow up on any red flags. For example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies. ([Prompt Payment, DBE Trucking and CUF | Ohio Department of Transportation](#))
- Trucking will continue to be monitored at project sites by construction field staff and the LPAs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime contractor completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven (7) days of the activity).
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the DBE trucking firm the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime contractor completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the LPA within seven (7) days of the activity).
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the contractor has falsified, misrepresented, or withheld information; ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

DBE MSV DIRECTORY - <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>
(select MSV only)

DBE AFFIRMATION FORM - The new DBE Affirmation Form is now available at
[DBE Affirmation Form - Projects Sold on or after 9/1/18 | Ohio Department of Transportation.](#)

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

1. Obtain a MyODOT account
 - a. Click [Link](#)
 - b. Click "Launch MyODOT"
 - c. Click: "Click Here"
 - d. Complete Account Application under "Request an Account"
2. Getting GoFormz Access
 - a. Email GoFormz.Help@dot.ohio.gov put Create GoFormz Account in the subject line
 - b. Login for GoFormz will be emailed back
 - c. Click www.goformz.com

Addition guidance can be found by [Clicking Here](#)

23. PN 013 – 03/15/2019 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

Guidance for Bidders – Federally Funded Projects with a DBE Goal, to ensure compliance with the requirements outlined in PN 013 Click Link [Local Public Agencies | Ohio Department of Transportation](#)

DBE UTILIZATION PLAN

All bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted via Formstack at the time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time will be deemed unresponsive. **Bidders shall submit their DBE Utilization Plans via: https://odot.formstack.com/forms/dbe_copy.** This form contains the current list of certified DBEs and is updated regularly. The DBE Utilization Plan must be filled out completely and submitted prior to bid opening.

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

In the event the project is awarded on alternates, which increases or decreases the total dollar amount of the bid, a revision to the DBE Utilization Plan and DBE Affirmation Form(s) shall be submitted and approved by the Office of Business & Economic Opportunity within five (5) days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder (ALB) shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the ALB's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the ALB shall utilize the Request for Consent to Terminate/Reduce a DBE Commitment form located at [DBE Commitment Reduction or Termination Form | Ohio Department of Transportation](#) and submit for review and approval by the Office of Business & Economic Opportunity within five (5) days of the bid opening.

The ALB shall utilize the DBE Affirmation Form located at [DBE Affirmation Form - Projects Sold on or after 9/1/18 | Ohio Department of Transportation](#). The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the bidder's DBE Utilization Plan. The ALB shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal, and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

All other bidders shall submit a DBE Affirmation Form(s) if notified the information is required in order for ODOT to complete its assessment. Bidders shall have five (5) days from the date of notification to submit all required DBE Affirmation Forms to ODOT. Notification will be by email.

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

DBE BIDDERS

In the event the bidder is also a certified DBE firm, the bidder is required to complete a DBE Utilization Plan as set forth above. In this instance however, the certified DBE bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE bidder's written confirmation that it is participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

JOINT VENTURES

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

GOOD FAITH EFFORTS

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

If the ALB does not meet the goal at bid time, the ALB shall submit its Good Faith Efforts (GFE's) documentation within five (5) days of the bid opening. Submission of DBE affirmation(s) with additional participation sufficient to meet the DBE contract goal does not cure the ALB's failure to meet the goal at bid time or eliminate the ALB's responsibility of submitting GFE's within five (5) days of the bid opening.

The ALB shall demonstrate its GFE's by submitting the following information within five (5) days after the bid opening:

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

Revised 8/18/23

The ALB shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) days of bid opening. ODOT has provided Good Faith Efforts Guidance located at [Good Faith Efforts \(GFE\) for Contractors | Ohio Department of Transportation](#)

All other bidders shall submit documentation of GFE's if notified the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) days from the date of notification to submit all required GFE documentation. Notification will be by phone or email.

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

ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the ALB may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The ALB may also include in their written documentation a request for an in-person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief Legal Counsel will respond to the ALB within five (5) business days of receiving written documentation or holding the in-person meeting.

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

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the bidder is committing to use the DBE firms identified in the plan. The ALB/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the ALB/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the ALB/Awarded Contractor shall utilize the Request for Consent to Terminate/Reduce a DBE Commitment form located at [DBE Commitment Reduction or Termination Form | Ohio Department of Transportation](#).

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

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

GOOD CAUSE

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

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

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

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason, the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days if necessary, at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether GFEs have been demonstrated.

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

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at [DBE Affirmation Form - Projects Sold on or after 9/1/18 | Ohio Department of Transportation](#). The DBE Affirmation Form will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

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

The ALB/Awarded Contractor must give the DBE five (5) days to respond to the notice, advising ODOT and the ALB/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its

subcontract and why ODOT should not approve the ALB/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days.

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

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

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

POST-BID

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including the submission of adequate good faith efforts to meet the goal for a project, is a material breach of the contract and may result in the issuance of sanctions as follows:

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

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

- the magnitude and the type of offense
- the degree of the contractor's culpability
- any steps taken to rectify
- the contractor's record of performance on other projects including, but not limited to:
 - annual DBE participation
 - annual DBE participation on projects without goals
 - the number of complaints ODOT has received regarding the contractor
 - the number of times the contractor has been previously sanctioned by ODOT

The U.S. Department of Transportation's (USDOT's) rules related to Disadvantaged Business Enterprises are published in 49 CFR Part 26. Within 49 CFR Part 26, 49 CFR 26.29 lays out the prompt payment requirements that apply to ODOT (the Department), its subrecipients (LPA's), and, by extension, both prime contractors and subcontractors (including non-DBEs). The 49 CFR 26.29 requirements apply only to federally funded contracts (i.e., contracts with DOT financial assistance). The prime contractor must comply with this Proposal Note and the Department's prompt payment requirements as published in 107.21 of the C&MS.

Second-tier subcontract means a subcontract awarded directly by the subcontractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

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

The prime/subcontractor must report the following information:

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

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

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

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

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

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

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

1st Tier: Notice of Violation followed by a Letter of Reprimand

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

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

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

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

25. 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.

26. NON-DISCRIMINATION PROVISIONS

A. Compliance with Regulations: The contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT Title 49 CFR, 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").

B. 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.

C. 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.

D. 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 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.

E. 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:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor will include the provisions of paragraphs (A) through (E) 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, 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. In addition, the LPA/State may request the United States to enter into such litigation to protect the interests of the United States.

27. **PN 015 - 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

The required contract provisions for federal-aid construction contracts are hereby incorporated by reference as if rewritten herein. The current version of Form FHWA-1273 (available at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

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

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

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

28. **PN 032 - 01/31/2021 - C92s REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS**

Revised 8/18/23

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

Effective immediately, all projects advertising after 2/1/2021 will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

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

**29. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS
(Electronic Form FHWA 1273 – July 5, 2022) (SEE NEXT PAGE)**

PN 107 - 10/19/2018 - CRITICAL PATH METHOD PROGRESS SCHEDULE FOR MULTI-SEASON PROJECTS

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

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

B. Interim Schedule. If the Contractor starts work within 60 days of execution of the contract, they shall submit an interim schedule. The interim schedule should be in CPM schedule format. The interim schedule shall include detailed activities for the work to be accomplished during the first 90 days of

the Contract, and summary activities for the balance of the work. Include in the interim schedule columns for Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID.

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

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

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

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

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

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

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

YY – Project Year PPPP – Project Number

Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

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

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

a) Administrative Identifier Information:

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

b) Project Activities:

- i. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Name. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain). Do not include commas in the narrative description.
- iii. Activity Original Duration. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity, unless approved by the Engineer. Activity durations will be in whole days, do not include decimals in the durations. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities to meet the duration requirements of this paragraph.
- iv. Activity Relationships:
 - o All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
 - o Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor

duration to link activities.

- Use of finish-to-finish relationship is required when both activities are already linked with a start-to-start relationship.
- Negative lags are not allowed with any relationship

c) Project Milestones:

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

d) Level of Effort Activities:

Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.

e) Constraints:

Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.

f) Calendars:

Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Weather and seasonal conditions, as shown in CMS 108.06-1, shall be evenly dispersed into the CPM schedule calendars as non-work days and be included in the planning and scheduling of all work. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 160345 – 5 day workweek, 160345 – earthwork, 160345 – structures, 160345 – asphalt, 160345 – concrete cure, 160345 – environmental restriction, 160345 – 7 day week, etc.). Each calendar should indicate an 8 hour workday. No Global Calendars shall be incorporated into any progress schedule submission. Project Calendars cannot inherit holidays and exceptions from a Global Calendar.

g) Activity Codes:

The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but is not be used in lieu of Activity Codes. No Global Activity Codes shall be incorporated into any progress schedule submission.

h) Schedule Options:

The schedule may only be calculated using retained logic. Show open ends as non-critical. Total float shall be calculated as finish float. Ignore relationships to and from other projects.

2. Submission Requirements. Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:

- a) A pdf of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the

longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the “Critical Activities.”

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

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

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

will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.

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

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

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

Submit the following with each updated schedule:

- i. A pdf of the updated schedule in CPM format.
- ii. A pdf of the Six Week Look Ahead Schedule in CPM Format
- iii. Provide a written narrative that identifies any non-critical revisions or shifts in the critical path and submit reasons for the changes or shifts in the critical path.
- iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.
- v. A pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.
- vi. Electronic files (formatted as described above)

2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date precedes the Contract Completion Date. If after incorporating necessary revisions in accordance with Section F, the Finish Date precedes the Contract Completion Date by at least the number of days shown Table A the Engineer will initiate a change order amending the Contract Completion Date to the Early Completion Date shown on the accepted Early Completion Monthly Update. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date and the time between the Early Completion Date and the Contract Completion Date is used as Project Float.

Table A

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

- 3. Late Completion Monthly Update Schedule.** A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date. In the event the Finish Date is more than 14 days beyond the current contract completion date and a schedule revision is not warranted, the contractor must proceed in accordance with Section H.

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

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

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

G. Time Extensions for Delays in Accordance with C&MS 108.06.B and 108.06.D. The Work may

require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit a pdf copy and an electronic copy of each analysis performed.

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

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

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

1. The previously accepted monthly update shall be used to display progress of the project and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.
2. Prepare a list of actual weather days believed to have delayed the project and the activities that were impacted.

3. Utilizing the calendar(s) of those impacted activities, remove any planned weather days. Insert the actual weather day(s) into the calendar(s) for the planned work as a non-work day. Run the schedule calculations and determine the finish date. This schedule is referred to as the Weather Schedule.
4. Compare the Weather Schedule finish date with the Non-weather Schedule finish date to determine the duration of any warranted time extension.

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

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

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

1. The Department will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.
2. The Department will release an additional 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
3. The Department will release the remaining 10 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 90 percent of the original contract amount is complete.

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

Item	Unit	Description
108E10000	Lump Sum	CPM Progress Schedule

Designer's Note: This note should be used for multi-season projects whose cost is greater than \$10

million; which have more than 3 phases; or, as may otherwise be appropriate. The Critical Path Method Progress Schedule is a contract pay item as per Section J of the note and should be included in the Proposal as a pay item. It is recommended that this note be used when PN 120, PN 121, PN 122, PN 123 and PN 124 are specified. Any questions should be addressed to the Construction Administration Staff Specialist in the Office of Construction Management.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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.

(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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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

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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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

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with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart 1, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

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subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

SECTION IV

Bid Proposal and Bid Guaranty

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS		
202E20010	HEADWALL REMOVED		9	EACH		
202E23000	PAVEMENT REMOVED		77742	SY		
202E32000	CURB REMOVED		1631	FT		
202E35100	PIPE REMOVED, 24" AND UNDER		2263	FT		
202E35200	PIPE REMOVED, OVER 24"		20	FT		
202E38000	GUARDRAIL REMOVED		4940	FT		
202E58000	MANHOLE REMOVED		4	EACH		
202E58100	CATCH BASIN REMOVED		14	EACH		
202E75000	FENCE REMOVED		8599	FT		
202E75250	GATE REMOVED		6	EACH		
202E98100	REMOVAL MISC.:	STEEL POST	8	EACH		
202E98100	REMOVAL MISC.:	BRICK PILLARS	2	EACH		
202E98200	REMOVAL MISC.:	PVC FENCE FOR STORAGE	123	FT		
202E98200	REMOVAL MISC.:	DECORATIVE BRICK CURB	87	FT		
202E98200	REMOVAL MISC.:	ABANDONED GAS LINE REMOVAL AND DISPOSAL	5200	FT		
202E98200	REMOVAL MISC.:	ABANDONED WATER SERVICE LINE AND DISPOSAL	650	FT		
203E10000	EXCAVATION		83541	CY		
203E10001	EXCAVATION, AS PER PLAN		953	CY		
203E20000	EMBANKMENT		58214	CY		
204E10000	SUBGRADE COMPACTION		828	SY		
204E13000	EXCAVATION OF SUBGRADE		322	CY		
204E30020	GRANULAR MATERIAL, TYPE C		322	CY		
204E45000	PROOF ROLLING		62	hour		
204E50000	GEOTEXTILE FABRIC		828	SY		
206E10500	CEMENT		3717	TON		
206E11000	CURING COAT		123043	SY		
206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP		123043	SY		
206E30001	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS, AS PER PLAN		1	LS		
606E15050	GUARDRAIL, TYPE MGS		5775	FT		
606E15100	GUARDRAIL, TYPE MGS WITH LONG POSTS		2250	FT		
606E15150	GUARDRAIL, TYPE MGS HALF POST SPACING		325	FT		
606E15200	GUARDRAIL, TYPE MGS HALF POST SPACING WITH LONG POSTS		100	FT		
606E15250	GUARDRAIL, TYPE MGS QUARTER POST SPACING		312.5	FT		
606E15300	GUARDRAIL, TYPE MGS QUARTER POST SPACING WITH LONG POSTS		350	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
606E26150	ANCHOR ASSEMBLY, MGS TYPE E	, MASH 2016	14	EACH		
606E26550	ANCHOR ASSEMBLY, MGS TYPE T		12	EACH		
606E35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1		1	EACH		
606E35102	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 2		1	EACH		
607E15000	FENCE, TYPE 47		6131	FT		
607E61111	GATE REBUILT, AS PER PLAN		2	EACH		
607E98000	FENCE, MISC.:	SECURITY FENCE	1752	FT		
623E11000	PROVIDING ELECTRONIC INSTRUMENTATION		1	LS		
623E11100	TECHNICAL ASSISTANCE		8	HOUR		
623E39500	MONUMENT ASSEMBLY ADJUSTED TO GRADE		7	EACH		
623E40500	REFERENCE MONUMENT, TYPE A		24	EACH		
625E32000	GROUND ROD		11	EACH		
690E98400	SPECIAL -	SETTLEMENT PLATFORMS	2	LS		
690E98400	SPECIAL -	LOCATE PRIVATE UTILITIES	1	LS		
690E98400	SPECIAL -	MAINTAIN EXISTING PRIVATE SIGN	2	LS		
690E98400	SPECIAL -	CONSULTANT FOR CONCRETE QUALITY CONTROL INCLUDING TESTING AND INSPECTION	1	LS		
690E98400	SPECIAL -	PRIVATE SIGN, AS PER PLAN	1	LS		
878E25000	INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS		1	LS		
ROADWAY TOTALS						
EROSION CONTROL						
601E11000	RIPRAP, TYPE D		46	SY		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		306	SY		
601E21060	TIED CONCRETE BLOCK MAT WITH TYPE 2 UNDERLAYMENT		731	SY		
601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER		51	CY		
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER		58	CY		
601E45050	BIORETENTION CELL		1013	CY		
659E00100	SOIL ANALYSIS TEST		8	EACH		
659E00300	TOPSOIL		13334	CY		
659E10000	SEEDING AND MULCHING		120122	SY		
659E14000	REPAIR SEEDING AND MULCHING		6007	SY		
659E15000	INTER-SEEDING		6007	SY		
659E20000	COMMERCIAL FERTILIZER		17	TON		
659E31000	LIME		25	ACRE		
659E35000	WATER		665	MGAL		
659E40000	MOWING		271	MSF		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
670E00500	SLOPE EROSION PROTECTION		2216	SY		
670E00700	DITCH EROSION PROTECTION		7272	SY		
671E15000	EROSION CONTROL MAT, TYPE A		1330	SY		
832E15000	STORM WATER POLLUTION PREVENTION PLAN		1	LS		
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS		1	LS		
832E15010	STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE		1	LS		
832E30000	EROSION CONTROL		200000	EACH		
836E10000	SEEDING AND EROSION CONTROL WITH TURF REINFORCING MAT, TYPE 1		2104	SY		
EROSION CONTROL TOTALS						
DRAINAGE						
602E20000	CONCRETE MASONRY		7	CY		
605E05101	4" SHALLOW PIPE UNDERDRAINS, AS PER PLAN		1609	FT		
605E11100	6" SHALLOW PIPE UNDERDRAINS		24951	FT		
605E13300	6" UNCLASSIFIED PIPE UNDERDRAINS		7623	FT		
605E14000	6" BASE PIPE UNDERDRAINS		37497	FT		
611E00200	4" CONDUIT, TYPE C	, 707.33, 707.42 OR 707.45	540	FT		
611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS		1731	FT		
611E00900	6" CONDUIT, TYPE B		100	FT		
611E01400	6" CONDUIT, TYPE E		50	FT		
611E01500	6" CONDUIT, TYPE F		100	FT		
611E04400	12" CONDUIT, TYPE B		1664	FT		
611E04600	12" CONDUIT, TYPE C		103	FT		
611E04900	12" CONDUIT, TYPE D		184	FT		
611E05900	15" CONDUIT, TYPE B		285	FT		
611E06100	15" CONDUIT, TYPE C		20	FT		
611E06400	15" CONDUIT, TYPE D		200	FT		
611E07400	18" CONDUIT, TYPE B		322	FT		
611E07600	18" CONDUIT, TYPE C		175	FT		
611E07900	18" CONDUIT, TYPE D		300	FT		
611E09100	21" CONDUIT, TYPE C		460	FT		
611E10400	24" CONDUIT, TYPE B		333	FT		
611E10600	24" CONDUIT, TYPE C		19	FT		
611E10900	24" CONDUIT, TYPE D		23	FT		
611E22200	54" CONDUIT, TYPE A	, 707.02(0.138) (ALUMINIZED)	48	FT		
611E27000	78" CONDUIT, TYPE A	, 707.02(0.168) (ALUMINIZED)	20	FT		
611E96600	CONDUIT, BORED OR JACKED	, 24", 748.06	158	FT		
611E96600	CONDUIT, BORED OR JACKED	, 30", 748.06	125	FT		
611E98150	CATCH BASIN, NO. 3		3	EACH		
611E98180	CATCH BASIN, NO. 3A		20	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
611E98300	CATCH BASIN, NO. 5		6	EACH		
611E98370	CATCH BASIN, NO. 6		2	EACH		
611E98470	CATCH BASIN, NO. 2-2B		2	EACH		
611E99574	MANHOLE, NO. 3		3	EACH		
611E99654	MANHOLE ADJUSTED TO GRADE		2	EACH		
611E99660	MANHOLE RECONSTRUCTED TO GRADE		2	EACH		
611E99710	PRECAST REINFORCED CONCRETE OUTLET		27	EACH		
DRIANAGE TOTALS						
PAVEMENT						
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	, 3.25"	25269	SY		
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)		16547	CY		
301E56100	ASPHALT CONCRETE BASE, PG64-22, (449), (DRIVEWAYS)		112	CY		
304E20000	AGGREGATE BASE		20415	CY		
407E10000	TACK COAT		50	GAL		
407E20000	NON-TRACKING TACK COAT		18730	GAL		
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22		30	CY		
442E00100	ANTI-SEGREGATION EQUIPMENT		12955	CY		
442E10000	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)		5980	CY		
442E10080	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (446)		6975	CY		
442E22300	ASPHALT CONCRETE INTERMEDIATE COURSE, 12.5 MM, TYPE A (449)	, LEVELLING	29	CY		
609E23000	COMBINATION CURB AND GUTTER, TYPE 4		3463	FT		
609E24510	CURB, TYPE 4-C		18	FT		
690E98400	SPECIAL -	QUALITY ASSURANCE INCLUDING MONITORING	1	LS		
872E10000	VOID REDUCING ASPHALT MEMBRANE (VRAM)		85852	FT		
PAVEMENT TOTALS						
WATER WORKS						
690E98000	SPECIAL -	4" GATE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	16" X 16" TAPPING SLEEVE, VALVE AND VALVE BOX (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	CUT AND PLUG EXISTING 16" WATER LINE (WARREN COUNTY)	2	EACH		
690E98000	SPECIAL -	2" AIR RELEASE VALVE WITH VALVE BOX (WARREN COUNTY)	2	EACH		
690E98100	SPECIAL -	16" WATER MAIN DIP AND FITTINGS (WARREN COUNTY)	307	FT		
690E98100	SPECIAL -	4" WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS(WARREN COUNTY)	3500	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
690E98100	SPECIAL -	10" STEEL PIPE ENCASUREMENT, BORED OR JACKED (WARREN COUNTY)	220	FT		
690E98100	SPECIAL -	10" STEEL PIPE ENCASUREMENT, OPEN CUT (WARREN COUNTY)	70	FT		
690E98100	SPECIAL -	24" STEEL PIPE ENCASUREMENT BORED OR JACKED (WARREN COUNTY)	138	FT		
690E98100	SPECIAL -	MISC.: CONCRETE ENCASUREMENT (WARREN COUNTY)	75	FT		
690E98400	SPECIAL -	MISC.: LARGE DOMESTIC WATER PIT (WARREN COUNTY)	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 157+98	1	LS		
690E98400	SPECIAL -	WATER WORK MISC.: LOWER EXISTING WATER SERVICE LINE AT STA. 172+59	1	LS		
WATER WORKS TOTALS						
TRAFFIC CONTROL						
621E00100	RPM		1198	EACH		
621E54000	RAISED PAVEMENT MARKER REMOVED		370	EACH		
626E00110	BARRIER REFLECTOR, TYPE 2	, BI-DIRECTIONAL	124	EACH		
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST		933	FT		
630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST		36	FT		
630E06100	GROUND MOUNTED SUPPORT, NO. 6 POST		39	FT		
630E06400	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7		34	FT		
630E08600	SIGN POST REFLECTOR		12	EACH		
630E09000	BREAKAWAY STRUCTURAL BEAM CONNECTION		2	EACH		
630E80100	SIGN, FLAT SHEET		463	SF		
630E80200	SIGN, GROUND MOUNTED EXTRUSHEET		30	SF		
630E84500	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION		2	EACH		
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL		101	EACH		
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION		2	EACH		
630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL		95	EACH		
630E87500	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL		3	EACH		
644E00104	EDGE LINE, 6"		1.21	MILE		
644E00204	LANE LINE, 6"		0.12	MILE		
644E00300	CENTER LINE		0.79	MILE		
644E00404	CHANNELIZING LINE, 12"		2426	FT		
644E00500	STOP LINE		748	FT		
644E00700	TRANSVERSE/DIAGONAL LINE		3570	FT		
644E00720	CHEVRON MARKING		295	FT		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
644E00900	ISLAND MARKING		308	SF		
644E01000	RAILROAD SYMBOL MARKING		4	EACH		
644E01300	LANE ARROW		152	EACH		
644E01350	LANE REDUCTION ARROW		4	EACH		
644E01510	DOTTED LINE, 6"		660	FT		
807E14010	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, EDGE LINE, 6"		5.9	MILE		
807E14110	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, LANE LINE, 6"		5.4	MILE		
807E14200	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CENTER LINE		5.4	MILE		
807E14310	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, CHANNELIZING LINE, 12"		7125	FT		
807E14410	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, DOTTED LINE, 6"		1021	FT		
850E10000	GROOVING FOR 4" RECESSED PAVEMENT MARKING, (ASPHALT)		10.8	MILE		
850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		11.2	MILE		
850E10110	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT)		1021	FT		
850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT)		7125	FT		
TRAFFIC CONTROL TOTALS						
TRAFFIC SIGNALS						
625E00450	CONNECTION, FUSED PULL APART		16	EACH		
625E00460	CONNECTION, UNFUSED PULL APART		8	EACH		
625E18300	BRACKET ARM, 18'		3	EACH		
625E18400	BRACKET ARM, 20'		3	EACH		
625E18500	BRACKET ARM, 25'		1	EACH		
625E18510	BRACKET ARM, 30'		1	EACH		
625E23304	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE		3754	FT		
625E23400	NO. 10 AWG POLE AND BRACKET CABLE		1098	FT		
625E25104	CONDUIT, 1", 725.051		165	FT		
625E25408	CONDUIT, 2", 725.051		104	FT		
625E25504	CONDUIT, 3", 725.051		94	FT		
625E25604	CONDUIT, 4", 725.051		162	FT		
625E25908	CONDUIT, JACKED OR DRILLED, 725.052	, 4"	2465	FT		
625E26253	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	, WITH PHOTOCELL	8	EACH		
625E29002	TRENCH, 24" DEEP		531	FT		
625E30706	PULL BOX, 725.08, 24"		13	EACH		
625E31600	PULL BOX, MISC.:	REUSE EXISTING PULL BOX	2	EACH		
625E32000	GROUND ROD		17	EACH		
630E79200	SIGN ATTACHMENT ASSEMBLY, MAST ARM		20	EACH		
630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED		17	EACH		
630E80100	SIGN, FLAT SHEET		236	SF		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
632E05006	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, PO LYCARBONATE		22	EACH		
632E05064	VEHICULAR SIGNAL HEAD, (LED), 4-SECTION, 12" LENS, 1-WAY, PO LYCARBONATE		3	EACH		
632E05086	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, PO LYCARBONATE		8	EACH		
632E25000	COVERING OF VEHICULAR SIGNAL HEAD		33	EACH		
632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG		10231	FT		
632E64010	SIGNAL SUPPORT FOUNDATION		8	EACH		
632E64020	PEDESTAL FOUNDATION		4	EACH		
632E67300	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG		582	FT		
632E70001	POWER SERVICE, AS PER PLAN		3	EACH		
632E70200	CONDUIT RISER, 1" DIAMETER		2	EACH		
632E79151	COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 14, AS PER PLAN		8	EACH		
632E89905	PEDESTAL, 10', TRANSFORMER BASE, AS PER PLAN		4	EACH		
632E90020	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM	, CABINET	1	EACH		
632E90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN		1	EACH		
633E65521	CABINET, TYPE 332, AS PER PLAN		3	EACH		
633E67100	CABINET FOUNDATION		3	EACH		
633E67200	CONTROLLER WORK PAD		3	EACH		
633E68511	COMMUNICATIONS, AS PER PLAN		3	EACH		
633E75001	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN		3	EACH		
809E60000	CCTV IP-CAMERA SYSTEM, DOME-TYPE		3	EACH		
809E69001	ADVANCE RADAR DETECTION, AS PER PLAN		6	EACH		
809E69101	STOP LINE RADAR DETECTION, AS PER PLAN		11	EACH		
809E69123	ATC CONTROLLER, AS PER PLAN	, V6.24, (PROGRAM & INSTALL ONLY)	3	EACH		
824E00011	SYSTEM ANALYSIS, AS PER PLAN		1	LS		
TRAFFIC SIGNALS TOTALS						
RETAINING WALLS						
202E11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN		1	LS		
203E10000	EXCAVATION		172	CY		
503E21330	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		84712	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		292	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		404	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		18	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		366	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		98	SF		
518E20000	PREFABRICATED GEOCOMPOSITE DRAIN		348	SY		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE		254	FT		
601E21050	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT		126	SY		
RETAINING WALLS TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486)						
202E11000	STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		3776	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		8	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		29	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		2	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		41	SY		
512E33000	TYPE 2 WATERPROOFING		171	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		34	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		10	CY		
601E11000	RIPRAP, TYPE D		43	SY		
601E32110	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER		34	CY		
611E95600	12' X 4' CONDUIT, TYPE A, 706.05		92	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301486) TOTALS						
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301514)						
202E11200	PORTIONS OF STRUCTURE REMOVED		1	LS		
503E11100	COFFERDAMS AND EXCAVATION BRACING		1	LS		
503E21300	UNCLASSIFIED EXCAVATION		1	LS		
509E10000	EPOXY COATED STEEL REINFORCEMENT		1908	LB		
511E46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING		4	CY		
511E46510	CLASS QC1 CONCRETE, FOOTING		15	CY		
511E46610	CLASS QC1 CONCRETE, HEADWALL		1	CY		
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)		21	SY		
512E33000	TYPE 2 WATERPROOFING		40	SY		
516E13600	1" PREFORMED EXPANSION JOINT FILLER		15	SF		
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC		5	CY		
601E32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER		50	CY		
611E96300	14' X 4' CONDUIT, TYPE A, 706.05		18	FT		
STRUCTURE 20 FOOT SPAN AND UNDER (WAR-63-0248, SFN 8301514) TOTALS						
MAINTENANCE OF TRAFFIC						
410E11000	TRAFFIC COMPACTED SURFACE, TYPE B		500	CY		
614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE		80	HOUR		
614E12380	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL)		41	EACH		

ITEM	ITEM DESCRIPTION	SUPPLEMENTAL DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
614E12460	WORK ZONE MARKING SIGN		10	EACH		
614E12801	WORK ZONE RAISED PAVEMENT MARKER, AS PER PLAN		860	EACH		
614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC		500	CY		
614E13310	BARRIER REFLECTOR, TYPE 1	, BIDIRECTIONAL	381	EACH		
614E13360	OBJECT MARKER, TWO WAY		381	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	TEMPORARY TRAFFIC SIGNAL INSTALLATION	2	EACH		
614E18000	MAINTAINING TRAFFIC, MISC.:	ADJUST EXISTING TRAFFIC SIGNAL HEADS	1	EACH		
614E20000	WORK ZONE LANE LINE, CLASS I, 4"		6.5	MILE		
614E20550	WORK ZONE LANE LINE, CLASS III, 4" , 642 PAINT		5.5	MILE		
614E21000	WORK ZONE CENTER LINE, CLASS I		16	MILE		
614E21550	WORK ZONE CENTER LINE, CLASS III, 642 PAINT		6.6	MILE		
614E22000	WORK ZONE EDGE LINE, CLASS I, 4"		21.3	MILE		
614E22350	WORK ZONE EDGE LINE, CLASS III, 4" , 642 PAINT		6.8	MILE		
614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8"		19277	FT		
614E23680	WORK ZONE CHANNELIZING LINE, CLASS III, 8" , 642 PAINT		9974	FT		
614E24000	WORK ZONE DOTTED LINE, CLASS I		836	FT		
614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I		1910	FT		
614E26000	WORK ZONE STOP LINE, CLASS I		585	FT		
614E30000	WORK ZONE ARROW, CLASS I		119	EACH		
614E32000	WORK ZONE RAILROAD SYMBOL MARKING, CLASS I		2	EACH		
615E10000	ROADS FOR MAINTAINING TRAFFIC		1	LS		
615E25001	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN		12292	SY		
616E10000	WATER		285	MGAL		
622E41100	PORTABLE BARRIER, UNANCHORED		17017	FT		
622E41110	PORTABLE BARRIER, ANCHORED		1970	FT		
642E00720	CHEVRON MARKING, TYPE 1		124	FT		
MAINTENANCE OF TRAFFIC TOTALS						
INCIDENTALS						
108E10000	CPM PROGRESS SCHEDULE		1	LS		
614E11000	MAINTAINING TRAFFIC		1	LS		
619E16020	FIELD OFFICE, TYPE C		24	MNTH		
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS		
624E10000	MOBILIZATION		1	LS		
INCIDENTALS TOTALS						
TOTAL COST						

BIDDER'S CHECKLIST

PROJECT NO. 2023-04

[PROJECT NAME], [TOWNSHIP OR CITY NAME] TWP.

Required Submittals

- Non-Collusion Affidavit
- Affidavit Affirming Compliance with 9.24 and 5719.042 ORC
- Bid Proposal
- Worksheet with line item unit prices
- Addenda (if applies)

Bid Guaranty

(Select only one)

- Certified Check (10% of Bid)
- Cashier's Check (10% of Bid)
- Irrevocable letter of Credit (10% of Bid)
- Bid Guaranty and Contract Bond, Combination (100% of Bid)

If Using Bid Guaranty and Contract Bond

- Signed by Bidder & Surety Agent
- Power of Attorney – Proper Agent Name and Date
- Current Financial Statement of Surety
- Current Certificate of Insurance for Surety from Department of Insurance

Additional Reminders

- Reviewed Proposal and worksheets for mathematical errors
- All information supplied in duplicate

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

BID PROPOSAL

PROJECT NO. 2023-04

WAR-SR63-0.83, Turtlecreek Township, Warren County, Ohio

TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT :

The undersigned certifies that he/she has examined the Plans and Specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased, if the bid is a unit price bid.

The undersigned submits with the following bid a bid guarantee for the amount, as set forth in Section 200.5 of the General Provisions, and proposes to furnish all labor, equipment, and materials necessary for the construction of PROJECT NO. 2023-04: **WAR-SR63-0.83** in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, The Ohio Department of Transportation Bridge Design manual, and the Technical Specifications contained in the Construction Drawings, under the most current versions of the aforementioned drawings and specifications and in force on the date of letting shall be enforced by the Warren County Transportation Improvement District:

PROJECT NO. 2023-04, WAR-SR63-0.83

TOTAL ENGINEER'S ESTIMATE: \$ 19,000,000.00

Please enter the total cost of the Bid Proposal, OBTAINED FROM THE ATTACHED WORKSHEET(S), in the space below:

TOTAL BID AMOUNT: _____

Amount of Guaranty: Each Proposal must be accompanied by a bond in the sum of One Hundred (100) percent (%) of the Bid Amount or a CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT pursuant to Chapter 1305 of the Ohio Revised Code in the sum of ten (10) percent (%) of the Bid Amount on a solvent bank as a guarantee that if the Proposal is accepted a contract will be entered into.

BID OPENING DATE: **Tuesday, October 19th, 2023**
BIDS RECEIVED BY: **11:00 A.M. Local Time**

DATE OF COMPLETION: **June 30, 2026**

The undersigned hereby acknowledges receipt of the following addenda:
Project No. 2023-04

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

It is understood that if this bid is accepted, the undersigned will enter into a contract and give bond with approved security in the full amount of the bid within ten (10) days after the award of the contract by the Warren County Transportation Improvement District, otherwise the Bid Guarantee will be forfeited.

Witness our hands this _____ day of _____, 202_

NAME OF BIDDER: _____ (COMPANY OR CORPORATION) _____ (SIGNATURE OF AGENT)

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto The Warren County Transportation Improvement District and Ohio Department of Transportation, herein after called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee, on _____, 20____ to undertake the Project known as:

PROJECT NO. 2023-04, WAR-SR63-0.83

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent to the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next Bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest Bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Warren County Transportation Improvement District against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material, therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

Principal

By: _____
(Seal)

Surety

By: _____
Attorney/Attorney-In-Fact

(SEAL)

Awarding authorities are simultaneously, with notice of award to Contractor, to give written notice to Surety and Agent. Show name and mailing address of both Agent and Surety.

Surety's Address:

Agent's Address:

SECTION V

Affidavits

**AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO
REVISED CODE**

WARREN COUNTY, OHIO

PROJECT NO. 2023-04, WAR-SR63-0.83

(PLEASE TYPE OR PRINT NAME OF FIRM)

(AGENT/OWNER FOR FIRM)

personally appeared before me, the undersigned, a Bidder in competitive bidding for a Construction Contract to be let by the Warren County Transportation Improvement District, who, being duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Warren County, Ohio:

- (1) That the above mentioned firm and its owner/agent at the time of making his/her Bid (Proposal) on the aforementioned Contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County, Ohio.
- (2) That this statement is made in compliance with Section 5719.042 of the Ohio Revised Code to be incorporated into the Contract between the parties as provided in Section 5719.042 of the Ohio Revised Code.
- (3) That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the Bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2023.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
WARREN COUNTY, OHIO**

PROJECT NO. 2023-04, WAR-SR63-0.83

_____ (PLEASE TYPE OR PRINT FULL NAME) _____ (TITLE/POSITION)

being duly sworn, do depose and say the following:

1. He/She is _____, _____
(OWNER/AGENT) (TITLE/POSITION)

the Bidder that has submitted the attached Bid or Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);

3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Warren County Transportation Improvement District or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2023.

(NOTARY PUBLIC)

My Commission expires on _____.

(SEAL)

SECTION VI

Prevailing Wage Rates

"General Decision Number: OH20230001 06/30/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	03/03/2023
3	04/14/2023
4	06/30/2023

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

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

BRICKLAYER

BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0009-002 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0014-002 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,

MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
 Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
 ""Hot"" work: \$2.50 above journeyman rate.

 BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0055-003 06/01/2022		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

CARP0003-004 05/01/2017		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2021		

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
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CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

 CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

 CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

 CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

 CARP0372-002 05/01/2016

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

 CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

 CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91

CARP1311-001 05/01/2017

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender...\$	27.30	16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...\$	25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

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

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/05/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48

ELEC0038-002 04/25/2022

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 40.88	22.75

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 04/25/2022

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...\$	29.30	13.29
Installer Technician.....\$	28.05	13.25

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 11/28/2022

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.....	\$ 36.10	18.91

 ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
 FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
 JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
 Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
 MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
 Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
 Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
 Jefferson, Oxford, Perry, Salem, Rush, Washington & York
 Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
 Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-004 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	32.44	14.10
Municipal Power/Transit		

Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal &		
Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit		
Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit		
Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &

Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 12/05/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

* ELEC0082-006 11/28/2022

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

ELEC0245-001 08/29/2022

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

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

ELEC0245-003 08/29/2022

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%

Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

 ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

 * ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townshhips), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

 ELEC0573-003 11/28/2022

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.....	\$ 38.70	20.94

 ELEC0575-001 11/21/2022

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14

ELEC0648-001 08/29/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 01/01/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 35.15	23.41

ELEC0683-002 05/30/2022

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.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/30/2022

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.....	\$ 35.25	22.18

ENGI0018-003 05/01/2019

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating

Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types);

Forklift; Form Trencher; Hydro Hammer expect masonry;
 Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver;
 Post Hole Digger (Power Auger); Power Brush Burner; Power
 Form Handling Equipment; Road Widening Trencher; Roller
 (Brick, Grade & Macadam); Self-Propelled Power Spreader;
 Self-Propelled Power Subgrader; Steam Fireperson; Tractor
 (Pulling Sheepfoot, Roller or Grader); and Vibratory
 Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum
 Fireperson (Asphalt Plant); Generator; Masonry Fork Lift;
 Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt
 plant); Oiler/Helper; Power Driven Heater; Power Sweeper &
 Scrubber; Pump (under 4" discharge); Signalperson; Tire
 Repairperson; VAC/ALLS; Cranes - Compact, track or rubber
 under 4,000 pound capacity; fueling and greasing; and
 Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0018-004 05/01/2019

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving
 Machine; Boiler Operator on Compressor or Generator when

mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw

(Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66

HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type

(Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2022

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.....	\$ 34.33	27.51
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IRON0017-010 05/01/2022

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
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IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 34.33	27.51
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IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
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IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2022

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
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IRONWORKER

Fence Erector.....	\$ 30.28	22.30
Ornamental; Structural.....	\$ 31.87	22.30

IRON0055-003 07/01/2022

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.....	\$ 24.60	22.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

IRON0147-002 06/01/2022

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.....	\$ 31.20	28.47

IRON0172-002 06/01/2022

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.....	\$ 33.27	21.20

 IRON0207-004 06/01/2022

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.....	\$ 32.92	26.26
Ornamental; Reinforcing;		
Structural.....	\$ 31.92	26.26
Ornamental; Reinforcing.....	\$ 28.92	25.61

 IRON0290-002 06/01/2022

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.....	\$ 31.59	23.85

 IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
 (Excluding portion west of a line starting at Adams Mill going
 to Adamsville and going from Adamsville through Blue Rock to
 the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

 IRON0550-004 05/01/2022

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.....	\$ 30.97	21.69

 IRON0769-004 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 33.71	27.69

 IRON0787-003 06/01/2022

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	23.75

 LABO0265-008 05/01/2022

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 34.95	12.10
GROUP 2.....	\$ 35.12	12.10
GROUP 3.....	\$ 35.45	12.10
GROUP 4.....	\$ 35.90	12.10
CUYAHOGA AND GEAUGA		

COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....	\$ 37.56	12.10
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.18	12.10
GROUP 2.....	\$ 36.35	12.10
GROUP 3.....	\$ 36.68	12.10
GROUP 4.....	\$ 37.13	12.10
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.52	12.10
GROUP 2.....	\$ 34.69	12.10
GROUP 3.....	\$ 35.02	12.10
GROUP 4.....	\$ 35.47	12.10

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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 05/01/2018

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.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

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 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,

Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20

GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

- GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

- GROUP 2: Brush & Roller

- GROUP 3: Spray

- GROUP 4: Sandblasting; & Waterblasting

- GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2022

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

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 34.81	22.47
Power Generating Facilities..	\$ 31.66	22.47

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 24.17	11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 24.92	11.22
GROUP 4 - Steeplejack Work..	\$ 25.12	11.22
GROUP 5 - Coal Tar.....	\$ 25.67	11.22
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 32.88	11.22
GROUP 7 - Tanks, Stacks & Towers.....	\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....	\$ 35.88	11.22

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams,		

Tension Towers & Energized		
Substations.....	\$ 34.44	18.19
Power Generating Facilities..	\$ 32.29	18.19

PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 25.79	15.81
GROUP 2.....	\$ 33.10	15.81
GROUP 3.....	\$ 26.00	15.81
GROUP 4.....	\$ 27.12	15.81
GROUP 5.....	\$ 27.79	15.81
GROUP 6.....	\$ 26.69	15.81
GROUP 7.....	\$ 27.79	15.81

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

 PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

 PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

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 06/01/2018

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
 Drywall Finisher and Follow-up Man Using Automatic Tools

 PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

 PAIN1020-002 06/01/2022

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.20	15.00
Drywall Finishing & Taping..	\$ 24.90	15.00
Lead Abatement.....	\$ 27.95	15.00
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 26.95	15.00
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	15.00
Wallcoverings.....	\$ 23.80	15.00

All surfaces 40 ft. or over where material is applied to or
 labor performed on, aboveground level (exterior), floor
 level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

 * PAIN1275-002 05/01/2022

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

	Rates	Fringes
PAINTER		

Bridges.....	\$ 37.42	14.25
Brush; Roller.....	\$ 28.81	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....	\$ 29.51	14.25
Spray.....	\$ 29.31	14.25
Stacks; Tanks; & Towers.....	\$ 31.62	14.25
Structural Steel & Swing Stage.....	\$ 27.66	14.25

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0132-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.25	14.69

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0886-004 05/01/2018

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

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLUM0042-002 07/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.42	25.47

PLUM0050-002 07/04/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.60	28.51

PLUM0055-003 05/01/2022

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.....	\$ 40.00	28.43

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2022

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.83	22.99

PLUM0120-002 05/02/2022

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.....	\$ 44.07	28.34

PLUM0162-002 06/01/2022

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

	Rates	Fringes
Plumber, Pipefitter,		

Steamfitter.....\$ 36.47 26.80

* PLUM0168-002 06/01/2023

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.95 34.97

PLUM0189-002 06/01/2022

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

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 43.25 26.94

PLUM0219-002 06/01/2022

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.....\$ 41.22 26.64

PLUM0392-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.71 24.89

PLUM0396-001 06/01/2022

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.00 27.91

PLUM0495-002 06/01/2022

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 McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 31.24 34.34

PLUM0577-002 06/01/2022

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

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 37.56 25.73

PLUM0776-002 07/01/2022

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

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 39.33 27.68

* TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

Rates Fringes

TRUCK DRIVER
GROUP 1.....\$ 31.49 16.40
GROUP 2.....\$ 31.91 16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"□

SECTION VII

Sample Contract and Change Order Form

WAR-SR63-0.83

CONTRACT 2023-04

PROJECT NO. 2023-04 WAR-SR63-0.83

THIS AGREEMENT, made and entered into this 27th day of October, 2023, by and between the Warren County Transportation Improvement District, 210 West Main Street, Lebanon, OH 45036, hereafter designated as the WCTID, and Sunesis Construction Company, hereinafter designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the WCTID for the consideration herein below mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm and timely substantial manner the following project in accordance with the surveys, plats, plans, cross-sections and profiles and specifications on file in the office of the said WCTID and in accordance with the specifications and conditions hereinbefore and hereinafter set forth, all of which are made a part hereof as if totally rewritten herein:

PROJECT NO. 2023-04, WAR-SR63-0.83 (aka SR63 Widening Improvements)

The project includes the furnishing of all labor, equipment, and materials needed to construct Project No. 2023-04: WAR-SR63-0.83 (aka SR63 Widening Improvements).

The provisions contained in the "Notice to Contractors," the "General Instructions," the "Bid Proposal," and the "General Provisions" (including any conditions or specifications incorporated therein), as well as any provisions in the surveys, plats, cross-sections, profiles, and other associated plans for this work on file in the offices of the WCTID, are also hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and his Surety agree to defend and indemnify WCTID, WCEO, Warren County and the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run to the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor who employs such sub-contractor. The Warren County Transportation Improvement District may require of the Contractor, as a condition of permitting the beginning or continuance of work, a Certificate of Compliance with the paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the WCTID hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, or lump sum, as stated in the proposal, the sum of approximately:

TOTAL AMOUNT: \$ _____ (the "Contract Price")

The date of completion of the entire Work under this Contract shall be June 30, 2026 (the "Date of Completion").

The delivery of a signed copy of this Agreement by Facsimile Transmission (fax) or by e-mail transmission in Portable Digital Format (pdf) shall constitute effective execution and delivery of this contract as to the parties; and will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or pdf signature page were an original agreement. Signatures of the parties to this contract transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

CONTRACTOR

**WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT,
WARREN COUNTY, OHIO**

(COMPANY/CORPORATION NAME)

(Chair)

(SIGNATURE OF OWNER/AGENT)

(TITLE/POSITION)

APPROVED AS TO FORM:

WCTID Legal Counsel

Date

Warren County Transportation Improvement District (WCTID)

PROJECT: WAR-SR63-0.83 (PID 112121)

Contract No.: 2023-04

CONTRACTOR: _____

Change Order No: _____

The terms and conditions of the above-referenced Contract shall govern this Change Order. This Change Order is mutually agreed to amend the above-referenced Contract as follows:

The Contract Sum will be adjusted as follows, and any payments made to Contractor hereunder will be paid according to the terms of the Contract. The change, if any, in the Contract Price shall be computed according to one of the following methods (select as appropriate):

- 1. No Change
- 2. Lump Sum of \$ _____
- 3. Unit Price GMP _____
- 4. Other (Describe) _____

The Contract Time will be increased by _____ () calendar Days. If left blank, this shall be considered a zero time extension Change Order.

By signing below, Contractor acknowledges that this Change Order is a full and final settlement of all claims against Warren County, the Warren County Transportation Improvement District, the Engineer, and their respective officers, trustees, partners, members, agents, and volunteers arising from the work described in this Change Order and any other work affected by or related to the work described herein (collectively the "Change Order Work"). Thus as consideration for this Change Order, Contractor hereby releases all claims for any additional compensation or time extensions arising out of or related to the Change Order Work, including but not limited to, claims for additional compensation for any materials, labor, services, overhead, profit, and any time extensions or damages arising out of or related to any delays or impacts on the Contractor's schedule for performance of the Contract and Change Order Work ("Claims"). Contractor expressly waives any right to pursue any further Claims arising out of or related to the Change Order Work. Any Contractor Claims back-up, change order proposals, change orders or other documentation that may be attached to this Change Order are agreed solely to described the changed work in question and, if applicable, the Contractor's pricing thereof, but does not vary, amend, alter in any way, the terms and conditions herein and the scope of the terms, conditions, agreements, payment amounts, releases, and waivers expressly set forth in this Change Order. Any estimated quantities of items of Unit Price Work are not guaranteed and are solely to determine an initial guaranteed maximum change order price. Engineer will determine the actual quantities and classifications of Unit Price Work that Contractor performs but in no event shall the final change in Contract Price exceed the amount(s) set forth above.

Recommended By: _____ Date: _____

Warren County Engineer's Office
Printed Name: _____

Accepted By: _____ Date: _____

Contractor
Printed Name: _____

Accepted By:

Chairman – Warren County TID
Printed Name: _____

Date: _____

SECTION IX

Utility Notes

WAR-63-0.83

PID 112121

Parts I & II

Sept 5, 2023

All stations are approximate.

Duke Energy Electric Transmission:

Duke Energy Electric Transmission has facilities within the project limits. Duke Energy Electric Transmission facilities shall remain in place and in service. Duke Energy Electric Transmission's work is complete. The contact person is Tim Meyer at 513-287-1266.

Duke Energy Electric Distribution:

Duke Energy Electric Distribution has aerial facilities within the project limits. Duke Energy Electric Distribution facilities shall remain in place and in service. Duke Energy Electric Distribution will remove the existing wood poles after the telecoms have removed their aerial attachments. Duke wood poles exist along SR 63 from Station 107+00 RT to Station 136+50 RT, Station 137+55 LT to Station 238+00 LT. The wood pole removal work will be completed prior to April 1, 2024. The contact person is Troy Dittmer at 513-514-8210 (w) or 513-504-0082 (m).

Duke Energy Gas:

Duke Energy Gas has facilities within the project limits. Duke Energy Gas has existing facilities along the north side of SR 63 as shown in the plans from Sta 106+00 to Sta 229+20. At 229+20 Duke gas turns south and east to be along the south side of SR 63 from station 229+20 to 258+00 and along the west side of SR 741 heading south to Mason. At Sta 229+20 LT the gas main heads north along the west side of SR 741 to Otterbein. At Sta. 229+20 RT; the segment of Duke gas from 229+20 RT to 258+00 RT along the south side of SR 63 shall remain in place and in service during construction. Duke Energy Gas has 4 segments of gas main relocations to perform. The two segments of relocations from Station 115+45 LT to Station 118+26 LT and Station 126+33 LT to Sta. 131+19 LT. shall be completed by July 1, 2024. The other two segments from Station 137+65 LT to Station 173+40 LT and Station 189+98 LT to Station 217+64 LT shall be completed by April 1, 2024. The existing gas main within the noted stations/segments will be abandoned in place. The abandoned gas main in conflict with project construction shall be removed by the contractor. The removals shall be covered within the estimated project removal quantities. The contact person is Mara James Philip at 513-256-9041.

Texas Gas:

Texas Gas has facilities within the project limits. Texas gas shall install encasement extensions on the south side of SR 63 for the existing 26" – 36" – 26" pipelines crossing SR 63 diagonally within Sta. 117+00 to Sta. 120+00 (LT & RT). Texas gas has facilities alterations of the fenced site within the noted station limits (RT). Texas Gas Encasement extensions and facility alterations will be completed prior to March 1, 2025. The contact person is Michael Echols at 513-649-9074.

Knox Energy Coop/Utility Pipeline Ltd:

Knox Energy Coop/Utility Pipeline have facilities within the project limits. Knox Energy Coop/Utility Pipeline has completed the gas main installation from Station 120+00 RT to Station 229+50 RT. Knox Energy must complete the service line switchovers and above ground removals. Knox Energy Coop/Utility Pipeline relocated 95% of the gas main outside the L/A R/W. Knox Energy has new facilities in the L/A R/W along SR 63 within Station 144+00 RT to Station 147+50 RT and Station 171+50 RT to 172+00 RT. Knox Energy/Utility Pipeline's existing underground 8 in gas main was abandoned in place within Station 120+00 RT to Station 183+00 RT. The portions of abandoned gas main which conflict with project construction shall be removed by the project contractor and covered under the estimated removal quantities in the plan. Knox Energy's relocations, switchover and above ground removal work shall be completed by December 1, 2023. The contact person is Kyle Underwood at 330-498-9130 Ext 310 and/or Kirk Seeling at 937-205-1788 (m)

Altafiber:

Altafiber has facilities within the project limits. Altafiber aerial facilities are along SR 741 – from Sta 902+00 LT to Sta 911+25 LT. At 911+25 LT the aerial transitions to underground. The underground crosses SR 63 to the north at approx. 229+50 LT&RT and proceeds north to station 916+00 LT. At 916+00 LT the underground transitions to aerial and continues north on the west side of SR 741 to Sta 936+00 LT. Altafiber is to install a new fiber starting at Duke's steel pole Station 911+25 LT transitioning to underground – which will run diagonally across the intersection of SR 63 & SR 741: from the SW corner to the NW corner of the intersection to approx. Station 231+15 LT. From Station 231+15 LT there will be a joint trench to 238+00 (with Altafiber, Independent Fiber & Verizon/MCI). Altafiber will continue from Station 238+00 LT along the North Side of SR 63 to outside the project limits. The new fiber installation shall be completed by April 1, 2024. The contact person is Benjamin Otten at 513-638-7003

Brightspeed/Century Link/Lumen Technologies: (referred at as Brightspeed here forward)

Brightspeed has facilities within the project limits. Brightspeed facilities along SR 63 will be relocated to attach to the new Duke pole line adjacent the new L/A R/W. Brightspeed facilities along SR 63 are from Sta. 118+00 RT to Sta. 190+00 LT. At Station 190+00 LT Brightspeed aerial crosses SR 63 to the north and heads east along SR 63 to Station 228+00 LT. Brightspeed cross SR 63 to the south at Station 228+00 LT and heads east to Station 229+25 RT. At Station 229+25 Brightspeed has aerial facilities that continue south along the west side of SR 741 to outside the project limits. Brightspeed has underground conduits to be abandoned in place. The removals of the conduits that conflict with project construction shall be considered incidental to the project excavation. Approx. limits of underground conduits along SR 63 are Station 128+50 RT to Sta. 136+00 RT; Sta. 142+00 to 152+00 RT; Sta. 182+42 RT to 254+30 RT. Brightspeed shall complete their work by April 1, 2024. The contact person is Jordan Langston 513-933-3502 (w) or 513-885-9444 (m).

Crown Castle Fiber:

Crown Castle Fiber has facilities within the project limits. Crown Castle Fiber shall remain in place and in service. Crown Castle aerial facilities are along the west side of SR 741 starting at Sta 902+00 LT to Station 911+25 LT (Duke pole SW corner). At Sta 911+25 Crown Castle goes underground and crosses SR 63 heading north; along the west side of SR 741 to Duke pole Sta. 915+00 LT. At 915+00 LT Crown Castle facilities transition to aerial and head north along the west side of SR 741 – outside the project limits. The contact person is Craig Snell at 216-810-7165(w) or 513-898-1595(m).

Independent Fiber Network:

Independent Fiber Network has facilities within the project limits. Independent fiber is relocating an underground fiber line from the east side of SR 741 to the west side of SR 741 starting at Sta. 896+00 LT to Sta 911+25 LT. From 911+25 LT Independent fiber will be in a joint trench with Altafiber from the SW corner to the NE corner (bore under existing pavement of the intersection) to Station 231+25 LT. From the NE corner of the intersection; station 231+25 LT - Independent fiber will be in a joint trench with Altafiber/Verizon to station 238+00 LT along the north side of SR 63. From Sta 238+00 LT (adjacent the L/A R/W). Independent Fiber will splice back into the existing underground fiber along the north side of SR 63 – which then continues east along the north side of SR 63 to outside the project limits. The existing underground conduits along the east side of SR 741 from Station 896+00 RT to Station 912+00 RT & then along the north side of SR 63 for Station 230+50 LT to 238+00 LT will be abandoned

in place. The removal of the conduits that conflict with project construction shall be considered incidental to excavation. Independent Fiber relocations shall be completed by April 1, 2024. The contact person is Sara Emans 419-739-3124(w) or 419-905-6941(m) and/or Nick Sayre 419-793-3160(W).

The Fishel Company:

The Fishel Company facilities are outside the project limits. The contact person is Tyler Sparks 937-233-22268.

Spectrum/Charter:

Spectrum has facilities within the project limits that are being relocated to aerial attachments on the new Duke Pole line. Spectrum facilities along SR 63 start from Sta 100+00 RT to Sta 190+00 RT. At Sta. 190+00 RT, Spectrum crosses SR 63 to the north side. From Sta. 190+00 LT to Sta 228+00; Spectrum facilities run along the north side of SR 63 and attached to the new Duke pole line. At Station 228+00 LT; Spectrum cross to the south side of SR 63 and heads east to the Duke pole at Sta 229+29 RT; then south along the west side of SR 741 to Mason. Spectrum continues from the north side of SR 63 – duke pole station 228+00 LT following the duke pole line crossing SR 741 and heading along the north side of SR 63 to the eastern project limit on Duke poles Station 258+00. Spectrum/Charter abandoned in place the existing underground conduits. The removal of the conduits that conflict with project construction shall be considered incidental to the project excavation. The contact person is Paul Biretta 513-386-5808 (o) or 513-222-8130 (m).

SWOCA:

SWOCA is to install underground facilities within the project along SR 63 from Sta 100+00 RT to Sta 146+14 RT. SWOCA underground facilities cross SR 63 at approximate Sta 146+14 LT & RT. The fiber line is proposed on the west side of the new Encore Road intersection with SR 63. SWOCA facilities are proposed to be 2 ft inside the new L/A R/W. SWOCA fiber installation shall be complete by April 1, 2024. The contact person is Marc Hopkins 513-869-4750.

Verizon/MCI:

Verizon/MCI has facilities within the project limits. Verizon facilities are along the west side of SR 741; from Sta 896+00 LT to Sta 911+25 LT (aerial). At Sta 911+25 LT Verizon/MCI transition to underground and cross under SR 63 at Station 911+50 LT & RT and continues underground to a wood pole at Station 914+00 LT. At Station 914+00 LT the underground line transitions to aerial. From Station 914+00 LT the aerial line proceeds north along the west side of SR 741 to Otterbein. This fiber run shall remain in service and in place. Verizon/MCI will be installing a new fiber. The new fiber line will start at Station 911+25 LT and transition to underground and crossing SR 63 in the existing underground conduit to the north at Station 229+50 to an existing pull box at station 913+50 LT. At 913+50 LT Verizon will bore under SR 741 to a pull box at station 231+20 LT. At Station 231+25 LT Verizon will be in a joint trench with Altafiber and Independent Fiber to Station 238+00 LT. From Station 238+00 LT, Verizon will continue along the north side of SR 63 to outside the project limits and bore under SR 63 to an existing pull box at approx. station 257+00 RT to connect to the existing fiber along the south side of SR 63 – which then heads east. Verizon shall abandon the existing underground conduits on the SE corner of the intersection of SR 63 & SR 741 and the conduit along the south side of SR 63 from approx. Station 230+00 RT to Station 257+00 RT. The conduits that conflict with project construction shall be removed and disposed of by the contractor. The removal and disposal of the abandoned conduits shall be incidental to project excavation. Verizon relocation work shall be complete by April 1, 2024. The contact person is Bruce Turkiewicz at 254-721-8977(m).

Windstream:

Windstream has facilities along the west side of SR 741. Windstream facilities shall remain in place and in service. Windstream facilities are along the west side of SR 741 from Sta. 896+00 LT to Sta. 931+00 LT (aerial). The contact person is Leon Taylor at 937-725-5358 (w).

Butler County Water and Sewer:

Butler County Water and Sewer has facilities in the project limits, which will stay in place and in service. BCWS has sewer adjustments as part of the construction plans and shall be completed by the project contractor. The contractor shall coordinate this effort with BCWS. All work must be done under the Butler County Water and Sewer's supervision and inspection. The Contractor shall contact the utility a minimum of four (4) business days prior to the start of work to have an inspector on site and to have facilities located in the field. The Contractor shall exercise caution when working near BCWS facilities. Proper protection and support must be exercised when facilities are uncovered. The contact person is Martha Shelby 513-887-5699.

Warren County Water and Sewer:

Warren County Water and Sewer has facilities in the project limits which will stay in place and in service. Warren County Water and Sewer has water and sewer work as part of the construction plans and shall be completed by the project contractor. WCWS facilities are shown in the construction plans. The contractor shall coordinate this effort with WCWS. All work must be done under the utility's supervision and inspection. The Contractor shall contact the utility a minimum of four (4) business days prior to the start of work to have an inspector on site and to have facilities located in the field. The Contractor shall exercise caution when working near the WCWS facilities. The contact person is Christopher Wojnicz at 513-695-1646.

Ohio Department of Transportation District 8 Traffic:

Ohio Department of Transportation has signal facilities within the project limits. Any impacts to the signals within the project limits will be completed by the project contractor. The contact person is Jim Judd 513-933- 6692.

Ohio Department of Rehabilitation and Correction: (Lebanon & Warren Correctional)

Ohio Department of Rehabilitation and Corrections has facilities within the project limits of Part I and Part II. As ODRC is not a member of underground utilities – all private utility locates will be done by an independent utility locate contractor hired by the project contractor and compensation shall be under the lump sum item listed in Part 1 and shall include the private utility locates of Part 2. In Part 1; ODRC has underground water, electric and sewer crossing SR 63 at approx. Station 140+50. The facilities at Station 140+50 shall remain in place and in service. The manhole adjustment at Sta 140+50 RT shall be completed by the project contractor and shall be covered under the construction plan quantities. ODRC has water line crossings of SR 63 that will need to be located and possibly lowered by the project contractor under the construction estimated plan quantities. The water line crossings of SR 63 are at approximate Station 157+95 and Station 172+40. ODRC has a 4-inch water service line running from the Warren County Rehab Center at Station 160+00 that feeds the Ohio Department of Transportation outpost on SR 63 at Station 197+75 LT. This 4-inch water main shall remain in service until the project contractor installs the new 4-inch water service from the 16-inch water main at the intersection of SR 63 & SR 741 along the south side of SR 63 to approx. station 197+75. The 4" water main on the north side from Station 173+00 to Station 197+75 is to be abandoned and/or removed. The portions of the abandoned water main that conflict with project construction shall be removed by the project contractor and covered under the project estimated quantities of removal.

SECTION X

IORY Railroad Right-of-Entry

Attached is the Indiana Ohio Railway (IORY) Right-of-Entry submitted by the Warren County Transportation Improvement District (WCTID). WCTID will contact IORY who the awarded bidder is ("Contractor"). The IORY will issue the Right-of-Entry to the WCTID. The Contractor will comply with all Right-of-Entry items which includes, but not limited to, proof of insurance requirements. The insurance requirements and flagging costs are incidental to the project.

Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 270, Jacksonville, FL 32224

Contractors Access/Occupancy on Railroad Property

Check box if Contractor unknown at this time (this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)
Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Legal Name of Applicant to appear on License Agreement:

Warren County Transportation Improvement District

Applicant Mailing Address:

Neil F. Tunison, P.E. County Engineer, Secretary-Treasurer

210 West Main Street

Lebanon, Ohio 45036

Applicant Overnight Address:

Type of Entity:

- Corporation
 Partnership
 Sole Proprietor
 Individual
 Municipality
 Developer
 Other

If other please explain: State of Incorporation or Partnership:

The Warren County Transportation Improvement District is a governmental entity appointed by the Warren County Commissioners.

Contact during Application Process:

Name: Neil F. Tunison, P.E. County Engineer, Secretary-Treasurer of WCTID

Contact Telephone: 513-695-3307 Email Address: Neil.Tunison@co.warren.oh.us

Section 2 - Location Data

Railroad Name: Indiana - Ohio Railway Estimated Start Date: 07- 01- 2023

Specify the amount of time access is required: 30 months or December 2025 Reason for extension of time beyond 60 days: Estimated Duration of construction project:

Nearest City: Monroe County: Warren State: Ohio

REQUIRED: Latitude/Longitude (Convert to Decimal Format) (ex 12.3456789/-64.101112):

39.440375, -84.322930

Address of proposed worksite:

Ohio SR 63 intersection with Union Road, Turtlecreek Township, Warren County.

0.6 mile east of Interstate 75 on SR 63.

Railroad
Subdivision - if
known _____

US DOT/AAR Crossing Number - if 525 108L
available _____

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

Yes No If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? Yes No

If YES, List Name of Lessee: _____

Describe the complete scope of work on or around Railroad property (REQUIRED):

On the east side of the Railway Right-of-Way; Construction of a curb and gutter section on the North and South side of the existing pavement.

Pavement milling and resurfacing on the East and West approach to the Railroad concrete grade crossing.

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated
with a Department of
Transportation project? Yes No

If Yes, complete the following:

D.O.T. Contract Number: NOT ASSIGNED AT THIS TIME D.O.T. Project Number: PID 112121 D.O.T. Project Name: WAR - 63 - 0.83

D.O.T. Contact Information: Name: Neil F. Tunison, P.E. County Engineer, Secretary-Treasurer

Address: 210 West Main Street

City: Lebanon State: Ohio Zip Code: 45036

Phone Number 513-695-3307 Email Address Neil.Tunison@co.warren.oh.us

Some important items to note when completing the application:

Checklist prior to submittal

- Latitude & longitudinal information converted to digital decimal format with an aerial map of location
- Payment for fees included - check payable to specific railroad
- If paying fees by credit card a completed signed credit card release is included - only Visa, MasterCard or Discover can be accepted - US Roads only
- Applications can be emailed with a copy of the check in order to start the approval process. Only the check for the doc prep fees needs to be mailed or overnighted when the complete application packet is emailed. Include a copy of the application to make sure the payment is matched to the correct project.
- When returning the signed agreement and proof of insurance for final review and execution please allow 2-3 weeks prior to the start of work. Once all required fees are paid and documentation in place the agreement must go through an approval process before it can be finalized.**

Section 5 - Insurance Requirements - US Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance. Prior to construction the Contractor is required to provide current proof of Railroad Protective Liability Insurance.

General Liability insurance must meet the minimum requirements of \$2M per occurrence and \$6M aggregate per the terms of the written contract.

Automobile Insurance must meet the minimum requirements of \$1M bodily injury and property damage per occurrence.

The General Liability certificate is required to show proof of **CG2417 or its equivalent**. (*Contractual Liability Railroads*)

Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirements of \$1M. Certificate Holder naming (*specified Railroad*) ****Specified Railroad names can be found at www.gwrr.com****

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Prior to Construction or any access within 50' of Railroad a current **Certificate of Railroad Protective Liability insurance (RPL)** which shows the **specific Railroad** as named Insured. If the Contractor does not carry a policy of Railroad Protective Liability insurance, this coverage can be secured through the railroad. An application and current Fee structure for this coverage is available upon request.

****Insurance Requirements for potentially hazardous pipelines such as natural gas, oil, petroleum, etc. to be amended as shown below****

General Liability Insurance which names the **specific Railroad** as additional insured and must meet the limits of **\$5M per occurrence and \$10M aggregate**. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

Pollution Legal Liability Insurance with minimum limits of **Five Million Dollars (\$5,000,000)** per occurrence naming the **certificate holder** as additional insured per written contract. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

Section 6 - Insurance requirements - Canadian Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance.

General Liability insurance must meet the minimum requirements of \$2M per occurrence and \$2M aggregate per the terms of the written contract.

Automobile Insurance must meet the minimum requirements of \$1M bodily injury and property damage per occurrence.

Where applicable, the General Liability certificate is required to show proof of **CG2417 or its equivalent.**
(Contractual Liability Railroads)

Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirements of \$1M. Certificate Holder naming (specified Railroad) ****Specified Railroad names can be found at www.gwrr.com****

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

IMPORTANT

Prior to application submittal, Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com - select the specific railroad and click on the link for Real Estate.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub-grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website at www.gwrr.com.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing. Unsigned applications, incomplete or inaccurate Information will delay application request and may incur additional fees.

Date:	<u>1/23/2022</u>	Signature:	<u>Neil F. Tunison</u>
Phone Number	<u>(513) 695-3307</u>	Printed Name:	<u>NEIL F. TUNISON</u>
Fax Number:	<u>(513) 695-7714</u>	Title:	<u>SECRETARY-TREASURER</u>

Please make check payable to the specific Railroad where proposed work is to occur . A list of Genesee & Wyoming, Inc. subsidiary railroads can be found at: www.gwrr.com . W-9 information available upon request.

Mail the application for proposed project, along with the applicable non-refundable fee(s) in U.S. Funds (Canadian Applicants please pay all fee in Canadian Funds plus HST) to:

Genesee & Wyoming Railroad Services, Inc.
Attn: Real Estate Department
13901 Sutton Park Dr. S., Suite 270
Jacksonville, FL 32224

In order for the application to be complete ALL required details pertinent to the proposed installation must be completed in full and submitted along with the following fees:

	# of Copies	Amount Due	Description
<input type="checkbox"/>	1	\$1,750	Engineer review fee, plans/drawings, no larger than 11 x 17. Larger drawings may incur additional engineering fees.
<input type="checkbox"/>	1	\$1,750	Completed Contractor's Access/Occupancy Application and Fee required with ALL application submittals. If the contractor is unknown at time of submittal just check the box under the heading on the form.
		<hr/>	
		\$3,500	Full amount due with submittal for new utility installations - <i>Unless prior arrangements are made, applications received without payment will not be processed until receipt of payment. This could extend the time frame for the processing of your request.</i>

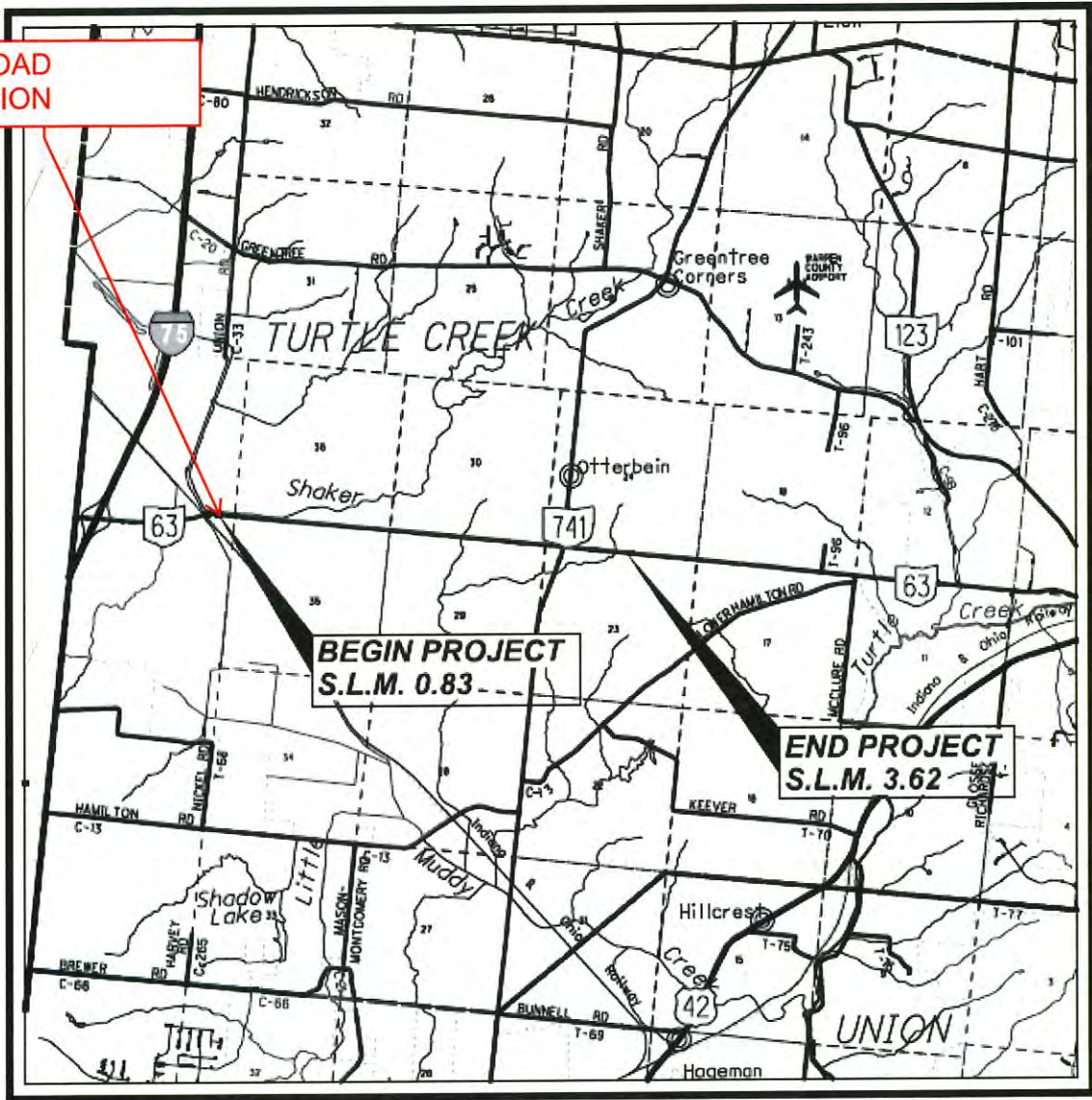
Standard Application processing takes approximately 6-8 weeks. **PLEASE READ IN FULL - "Expedited processing" is available and will reduce the processing time to between 1-2 weeks at an additional cost of \$2,500. PLEASE READ BEFORE SUBMITTING EXPEDITE FEE: For **all expedited requests** the application and plans submitted must meet engineering specifications and be approved in order for the applicable agreement(s) to be forwarded to the applicant for signature within 2 weeks **from receipt of all required information and full payment of required fees** . It is important to note that an incomplete application and plans submitted that do not meeting engineering specifications will cause a delay in the processing of expedited request and the two week guarantee no longer applies if revisions are required to be made by the applicant in order for them to meet engineering specs for engineering to approve the request.**

The expedited processing of an application does not apply to the final review and execution phase of the agreement process. Once a signed agreement has been received and ALL required fees and insurance has been submitted the agreement(s) is(are) forwarded for final review by a VP of Real Estate, Legal and the signatory for the Railroad. This final review and execution process can take up to 2 weeks from receipt of **all required documentation and fees**. This part of the agreement process cannot be expedited.

At this time we are unable to expedite requests for the installation of new private grade crossings, industrial track agreements, and track leases. The process for these requests varies somewhat from the review and approval process for new utilities and takes a little longer to secure all required approvals.

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.

RAILROAD
LOCATION



BEGIN PROJECT
S.L.M. 0.83

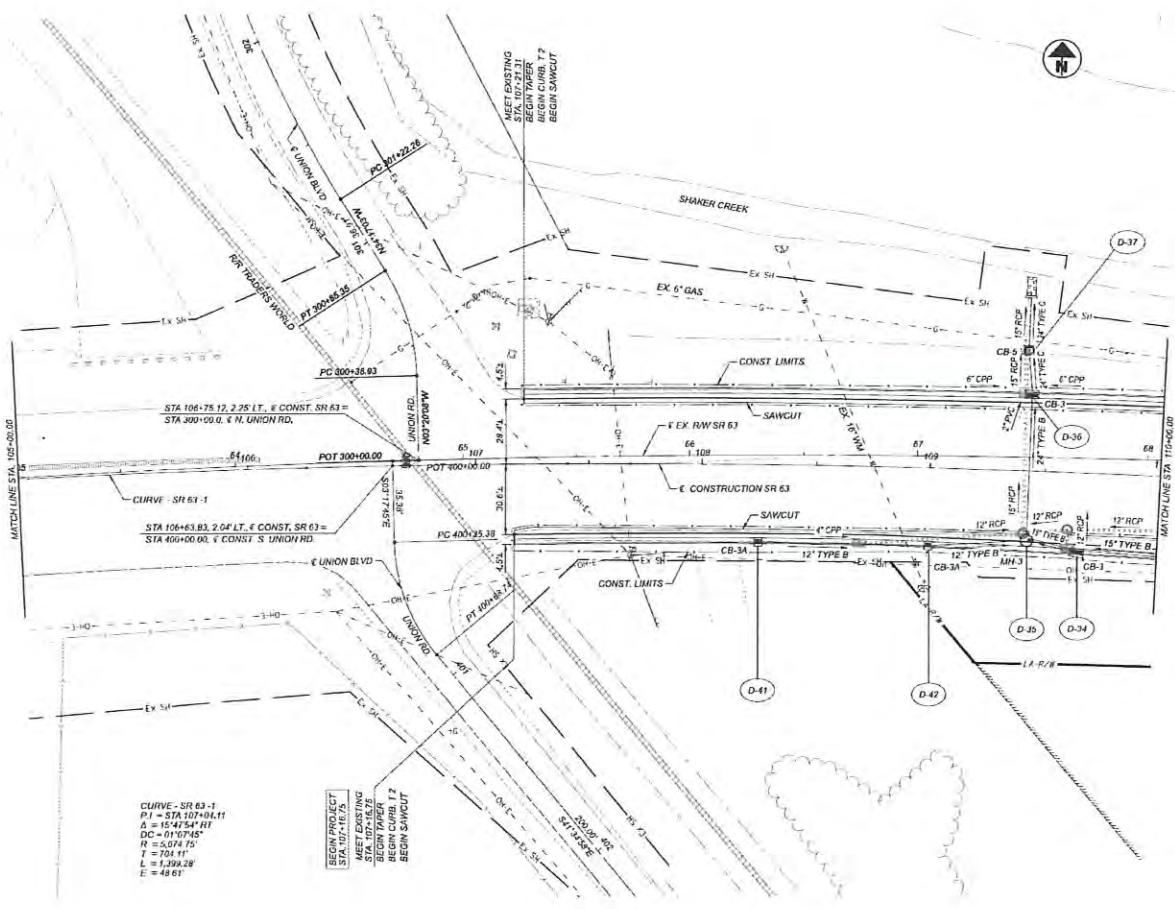
END PROJECT
S.L.M. 3.62

LOCATION MAP



SCALE IN MILES



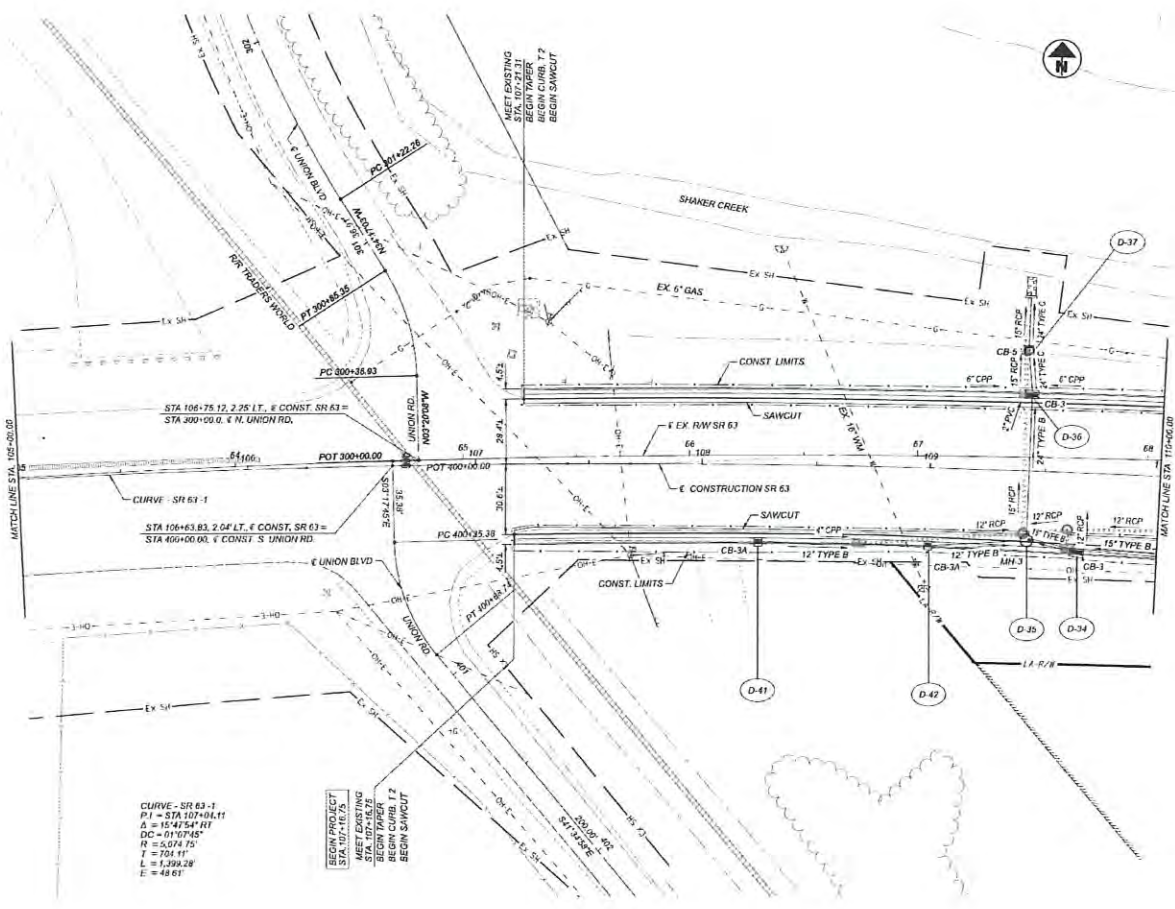


CURVE - SR 63-1
 P1 = STA 107+04.41
 A = 15°47'54" RT
 DC = 61'07"45"
 R = 5,074.10'
 T = 701.11'
 L = 1,394.28'
 E = 48.61'

BEGIN PROJECT
 STA 107+16.75
 MEET EXISTING
 STA 107+16.75
 BEGIN CURVE 12'
 BEGIN SAWCUT

MATCHLINE STA 105+00.00

MATCHLINE STA 110+00.00



SECTION XI.
Environmental Commitments Special Provisions

Environmental Commitments Special Provisions

Commitment Area	Commitment	Time Frame/Restrictions
County	Warren	
Route	SR 63	
Section	0.83	
PID	112121	
Construction	<p>SOLE SOURCE AQUIFER AND DRINKING WATER AREAS This project is located within a Drinking Water Protection Area and a Sole Source Aquifer. In order to minimize the potential for contamination, the Contractor shall utilize proper containment and diking in refueling areas. Fuels, toxic/hazardous materials, and chemicals shall not be stored near drainage ways, ditches, or streams. A spill kit is to be maintained on-site throughout construction activities. The Contractor shall immediately take steps to mitigate any event, such as a spill of fuels, oils, or chemicals, that could threaten to contaminate the drinking water supply. Any such spill or event shall be reported immediately to the Otterbein-Lebanon Retreat Center (513) 696-8502 and Warren County Water & Sewer Department Chris Brausch (513) 695-1377. If the spill is a reportable amount (per Ohio EPA's Release Reporting Requirements), the Contractor shall contact Turtlecreek Township Fire Department (513) 932-4902 or the Ohio EPA's Spills Hotline 1-800-282-9378 for clean-up of the spill.</p>	
	<p>ENDANGERED BAT HABITAT REMOVAL This project is located within the known habitat ranges of the federally listed and protected indiana bat, and northern long-eared bat. No trees shall be removed under this project from April 1 through September 30. All necessary tree removal shall occur from October 1 through March 31. This requirement is necessary to avoid and minimize impacts to these species as required by the endangered species act (ESA). For the purposes of this note, a tree is defined as: a live, dying, or dead woody plant, with a trunk 3 inches or greater in diameter at a height of 4.5 feet above the ground surface, and with a minimum height of 13 feet. Demarcate clearing limits in advance to avoid any unauthorized tree clearing.</p>	April 1-September 30, no tree removal
	<p>STORM WATER PERMITS (NPDES) An NPDES Construction General Permit for Stormwater and any associated requirements, shall be obtained by the local public agency prior to the start of construction activities.</p>	No earth disturbance activities can begin until a NPDES permit the Contractor is a co-permittee.
	<p>INSTREAM WORK RESTRICTIONS (STREAM 5 - Station Creek) Due to the environmental covenant around Stream 5 (Station Creek) at STA 247+75, no instream work will be allowed for Stream 5.</p>	No impacts (temporary or permanent) allowed
	<p>ITEM SPECIAL: ARCHAEOLOGICAL SITE AVOIDANCE AND MONITORING Portions of five significant archaeological resources at the West Brick Family Lot site occur between the existing right-of-way and the proposed construction work limits on the north side of SR 63 between STA 169+00 and STA 175+25. The contractor shall not conduct any work in the location of these resources. The sites shall be marked as Environmentally Sensitive Areas on the plans and the prequalified archaeological consultant shall mark the boundaries of these resources within the right-of-way prior to the start of construction. In addition to marking the boundaries of the archaeological resources, the prequalified archaeological consultant shall be on site when earth-disturbing work is being conducted in the vicinity of this area to ensure the resources are not impacted. The Contractor shall notify the Engineer of the proposed construction schedule a minimum of two days prior to work within a 60 ft radius of these resources. The Engineer will contact the District Environmental Coordinator and Warren County Transportation Improvement District, who will notify ODOT's Office of Environmental Services (OES) so that the OES staff can be present. No work within 60 ft radius of the marked areas is allowed without the presence of the archaeological monitor unless the Contractor receives a written waiver from ODOT-Office of Environmental Services. If it is determined that any of the resources cannot be avoided by construction, the contractor must stop work in this area immediately. The archaeological monitor must immediately notify the Warren County Transportation Improvement District (Dan Corey, 513-695-3301), the ODOT District 8 Environmental Coordinator (Keith Smith, 513-933-6590) and the ODOT Office of Environmental Services (Erica Schneider 614-387-0134) of the inability to avoid the resource(s). The ODOT-Office of Environmental Services will notify the State Historic Preservation Office. If archaeological resources will be impacted by the project, the prequalified archaeologist will document and remove the archaeological remains according to the Data Recovery Plan. The State Historic Preservation Office and the ODOT-Office of Environmental Services will inspect the fieldwork for completion of the provisions in the data recovery plan and notify the Warren County Transportation Improvement District and the contractor that construction can resume. The prequalified archaeologist will prepare and submit a construction monitoring report within 90 days of completion of the fieldwork to both the contractor and the ODOT Office of Environmental Services.</p>	No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen without first coordinating with the DEC and ODOT-OES. See Appendix A map for more details.
	<p>WORK RESTRICTIONS - SENSITIVE CULTURAL RESOURCES AREAS Construction in the areas of 33WA404, 33WA758, 33WA1038 and 33WA1039, including any ancillary construction activities, will not commence until the data recovery plan fieldwork is completed and a management summary is submitted and approved by ODOT and SHPO.</p>	No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen prior to ODOT and SHPO approval. See Appendix A map for more details.
Design	<p>REGULATED MATERIALS REVIEW Further coordination will be conducted by ODOT if during detailed design it is determined two properties require deep excavation and/or right-of-way acquisition: RM-012 - Cincinnati Gas & Electric Company and RM-016 Gas Pipeline Clean Out facility.</p>	
	<p>PUBLIC INVOLVEMENT Warren County TID and ODOT will coordinate with local schools, local emergency services, and local public institutions/facilities regarding project details and maintenance of traffic during detailed design.</p>	
Environmental	<p>WATERWAY PERMITS The local public agency (Warren County Transportation Improvement District) shall obtain all appropriate waterway permits prior to the start of construction activities that will occur below the ordinary high water mark, including wetlands.</p>	No waterway impacts (stream/wetland) impacts prior to obtaining permit
	<p>FLOODPLAIN PERMIT Standard procedures established by ODOT shall be followed to complete the floodplain permitting process prior to plan package being submitted.</p>	Permit obtain on 6/13/2023, no additional restrictions
	<p>MUSSEL SURVEY A state permitted malacologist shall complete a mussel reconnaissance survey and if required a mussel salvage and relocation in accordance with the most recent version of the Ohio Mussel Survey Protocol prior to the initiation of construction activities below the ordinary high water mark on Shaker Creek. The mussel reconnaissance survey must occur after May 1 and before October 1, and within the same season as the instream work or the season prior if work will begin before June 15. The survey and salvage relocation results shall be submitted to the ODOT District Environmental Coordinator (Keith.Smith@dot.ohio.gov). The contractor shall not perform any work below the Ordinary High Water Mark of Shaker Creek until approval has been obtained from ODOT.</p>	Completed (9/3/2021): no mussels found
	<p>CULTURAL RESOURCES - DATA RECOVERY PLAN The implementation of the data recovery plan on 33WA404, 33WA758, 33WA1038 and 33WA1039 will be conducted by an ODOT prequalified archaeological consultant and is the financial responsibility of the WCTID.</p>	Data Recovery Plan approved by ODOT on 12/1/2021
	<p>CULTURAL RESOURCES - LIMITED FOOTPRINT During the construction of the UNDERTAKING, ODOT and the WCTID shall ensure that any portion of 33WA404, 33WA758, 33WA1038 and 33WA1039 extending outside of the right-of-way shall be avoided and protected from direct and ancillary construction activities via construction plan note(s). The ODOT will ensure the portions of the site outside of the right-of-way are included as environmentally sensitive areas on the construction plans. If these sensitive areas cannot be avoided, the construction contractor will complete the Section 106 process prior to use of the historic property.</p>	No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen prior to ODOT and SHPO approval. See Appendix A map for more details.

	<p>CULTURAL RESOURCES - DATA RECOVERY REPORT The ODOT will ensure that printed and/or digital copies of the final report for the data recovery, approved by the ODOT and accepted by the SHPO, will be sent to each of the signatories and concurring parties. In addition, the ODOT will ensure that printed and digital final report copies will be sent to institutions which maintain special Shaker manuscript collections.</p>	<p>No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen prior to ODOT and SHPO approval. See Appendix A map for more details.</p>
	<p>CULTURAL RESOURCES - PRESENTATION OF DATA RECOVERY FINDINGS The ODOT will ensure the preparation of a presentation that condenses the findings of the data recovery and will be delivered at sperate public meetings for each of the consulting parties requesting the program. In addition, the ODOT will ensure the preparation of an article that adapts the final report into an academic paper format for inclusion in the OAC's online Journal of Ohio Archaeology and the ASO's Ohio Archaeologist.</p>	<p>No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen prior to ODOT and SHPO approval. See Appendix A map for more details.</p>
	<p>CULTURAL RESOURCES - OSAGE NATION AND THE SENECA NATION OF INDIANS The ODOT will ensure a copy of the final data recovery report is sent to the Osage Nation and the Seneca Nation of Indians per their written request.</p>	<p>No work around significant archaeological resources (33WA404, 33WA758, 33WA1038 and 33WA1039) will happen prior to ODOT and SHPO approval. See Appendix A map for more details.</p>
<p>Real Estate</p>	<p>ENVIRONMENTAL COVENANT AREA The project will avoid acquiring land around the environmental covenant area on Parcel #6 near Stream 5 (Station Creek) at STA 247+75.</p>	<p>No impacts to Stream 5 (Station Creek)</p>

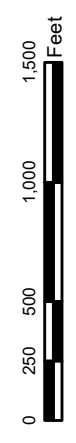
Appendix A



Site Location Map

Legend

— New ROW

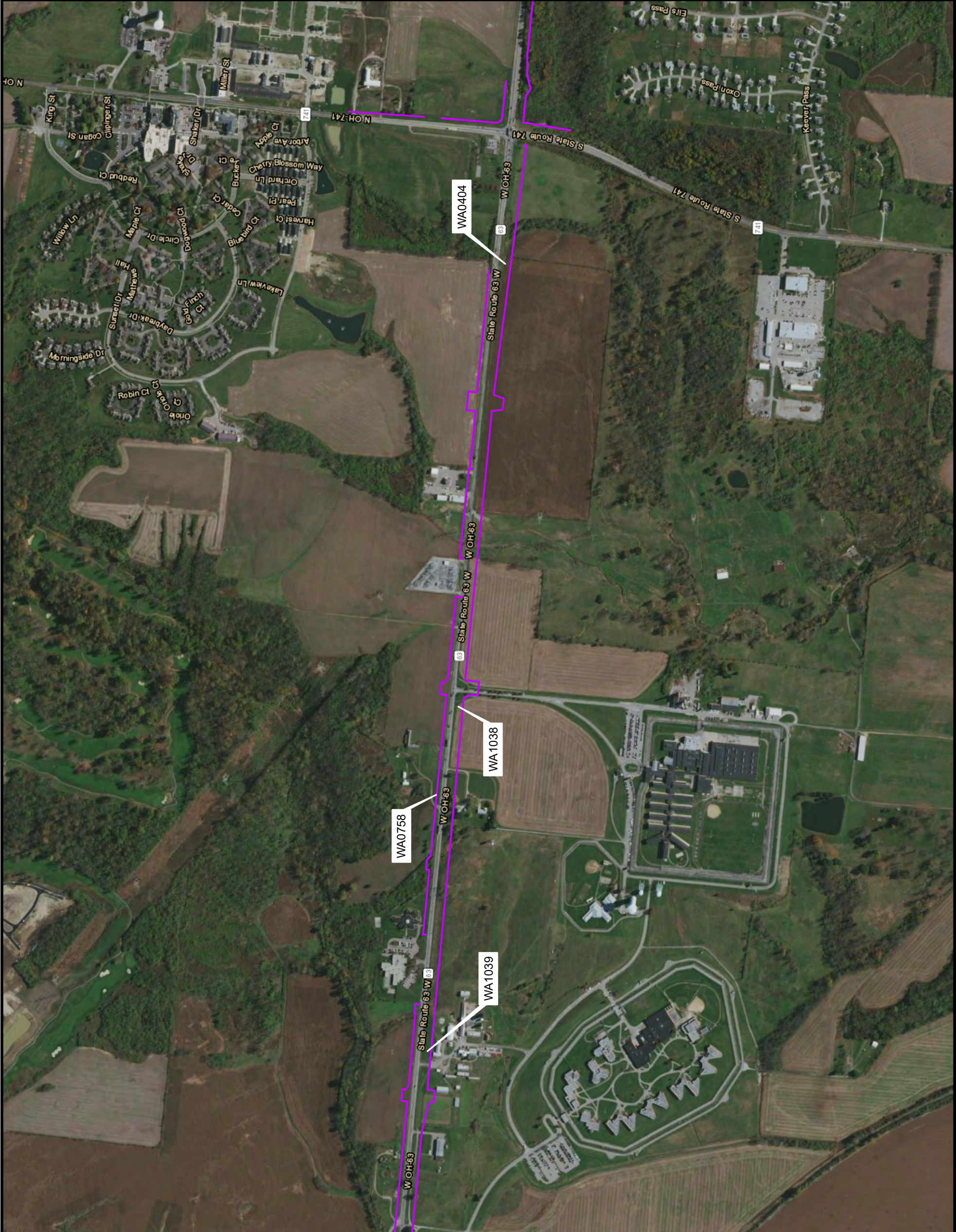


WAR-SR63-0.83
PID: 112121

Modern Aerial Imagery
Map of Site Locations



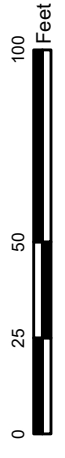
Date:	Oct 2021	Approved by:	SSD	L&A No.	20-0430	Figure	2
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Legend

- New ROW
- Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly
- WA0404 Phase I
- Geophysical Survey Area

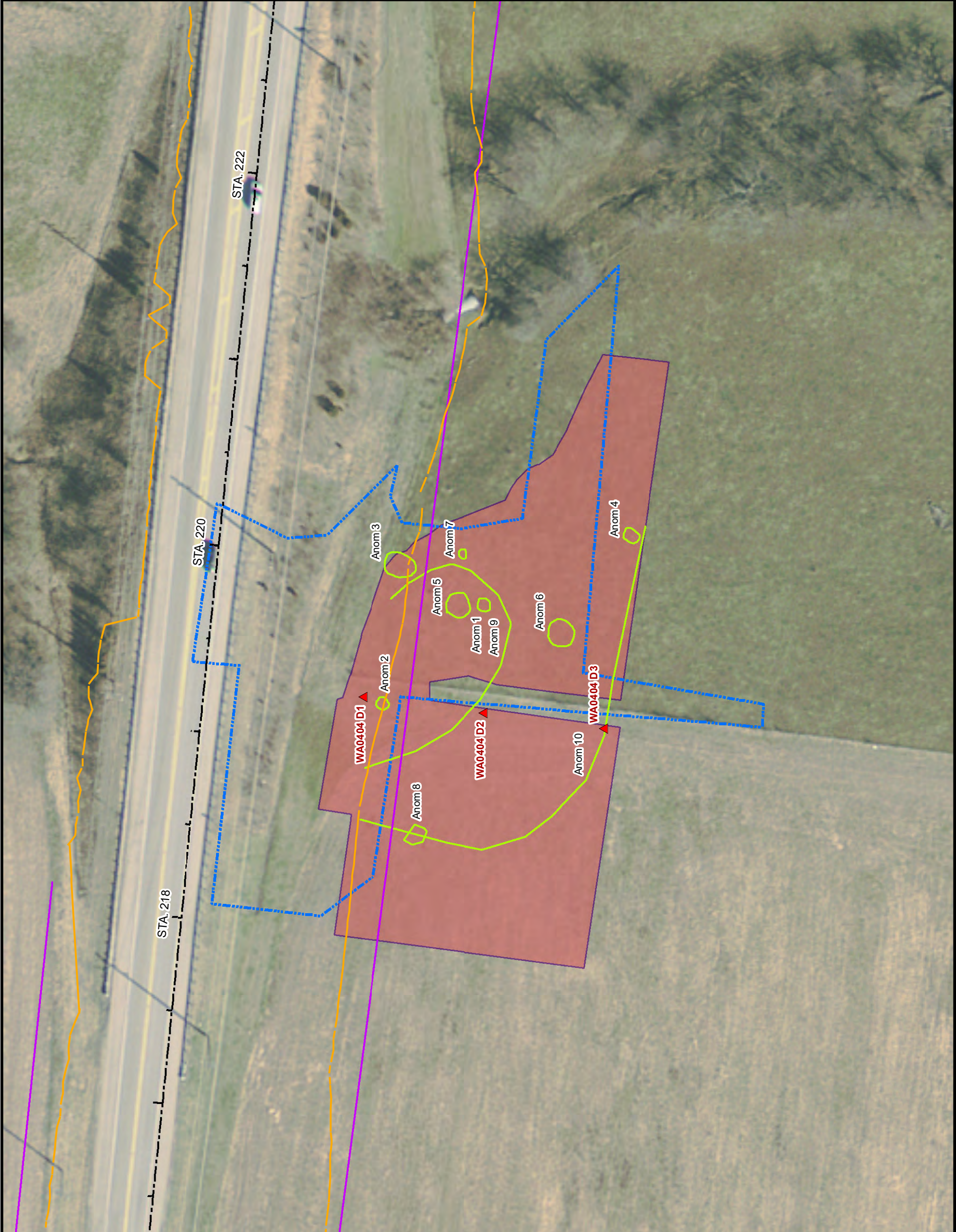


WAR-SR63-0.83
PID: 112121

Previous Investigations
 WA0404



Date:	Approved by:	L&A No.	Figure
Oct 2021	SSD	20-0430	3



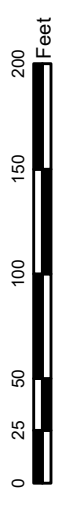


Extent Indicator Map



Legend

- New ROW
- Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly
- Geophysical Survey Area

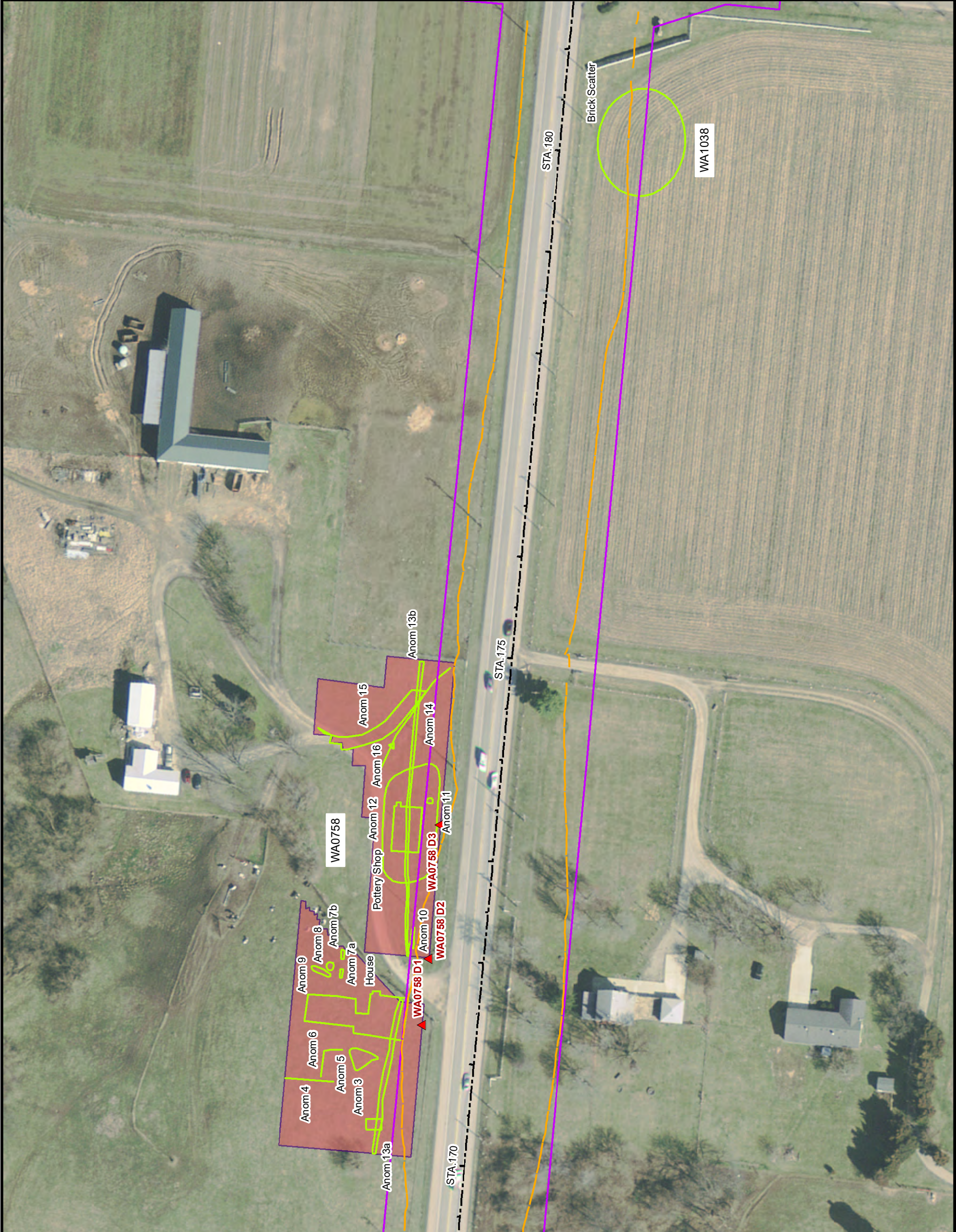


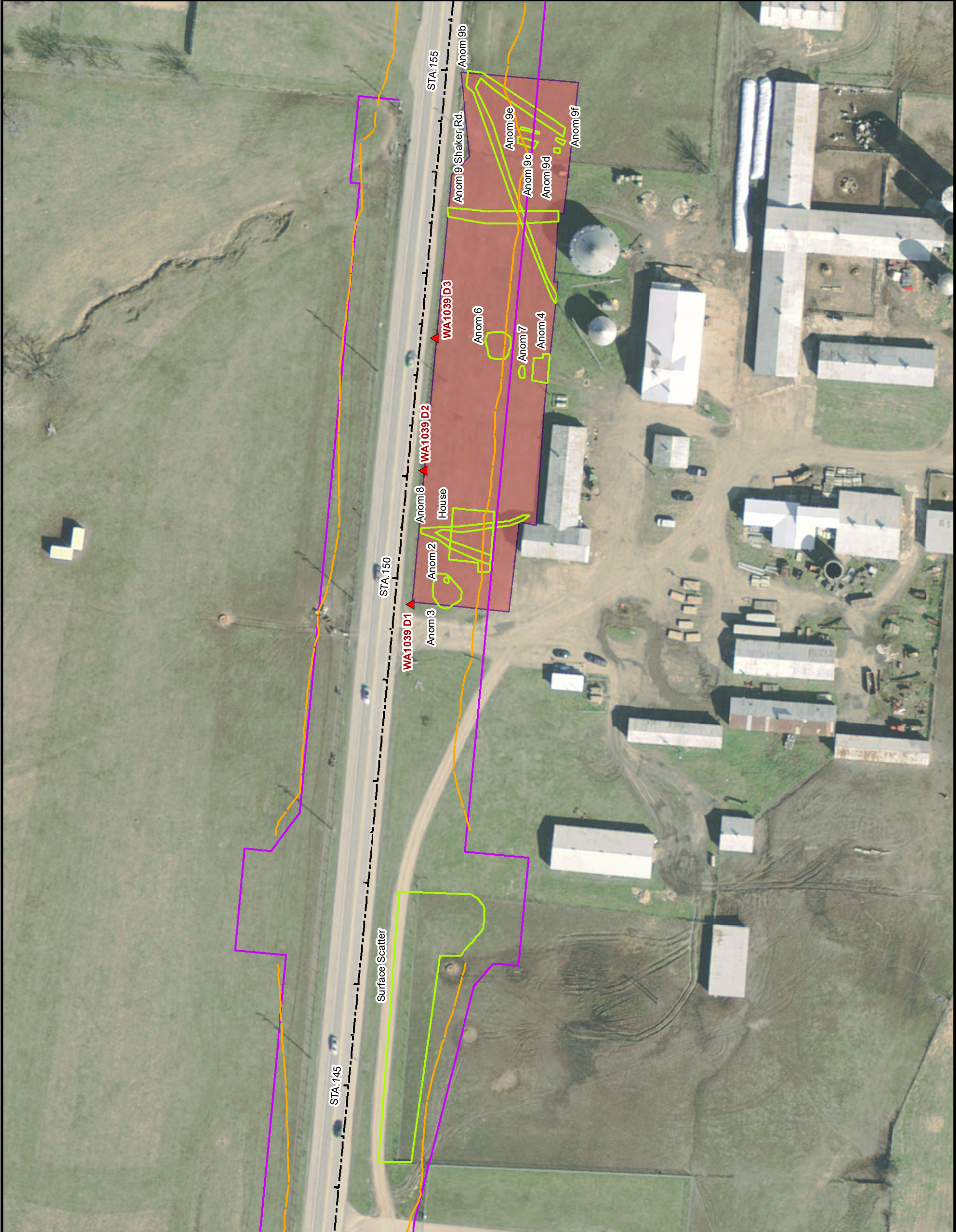
WAR-SR63-0.83
PID: 112121

Previous Investigations
WA0758 & WA1038



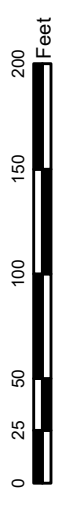
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Extent Indicator Map

- Legend**
- New ROW
 - Construction Limits 10-13-21
 - Proposed Centerline
 - ▲ Datums
 - Anomaly
 - Geophysical Survey Area



WAR-SR63-0.83
PID: 112121

Previous Investigations
 WA1039



Date:	Oct 2021	Approved by:	SSD	L&A No.	20-0430	Figure	5
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Extent Indicator Map

- Legend**
- New ROW
 - Construction Limits 10-13-21
 - Proposed Centerline
 - ▲ Datums
 - Anomaly
 - Manual Excavation
 - Mechanical Excavation
 - Supplemental Excavation



WAR-SR63-0.83
PID: 112121

Proposed Investigations
 WA0404

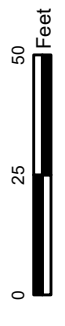


Date:	Approved by:	L&A No.	Figure
Oct 2021	SSD	20-0430	5



Legend

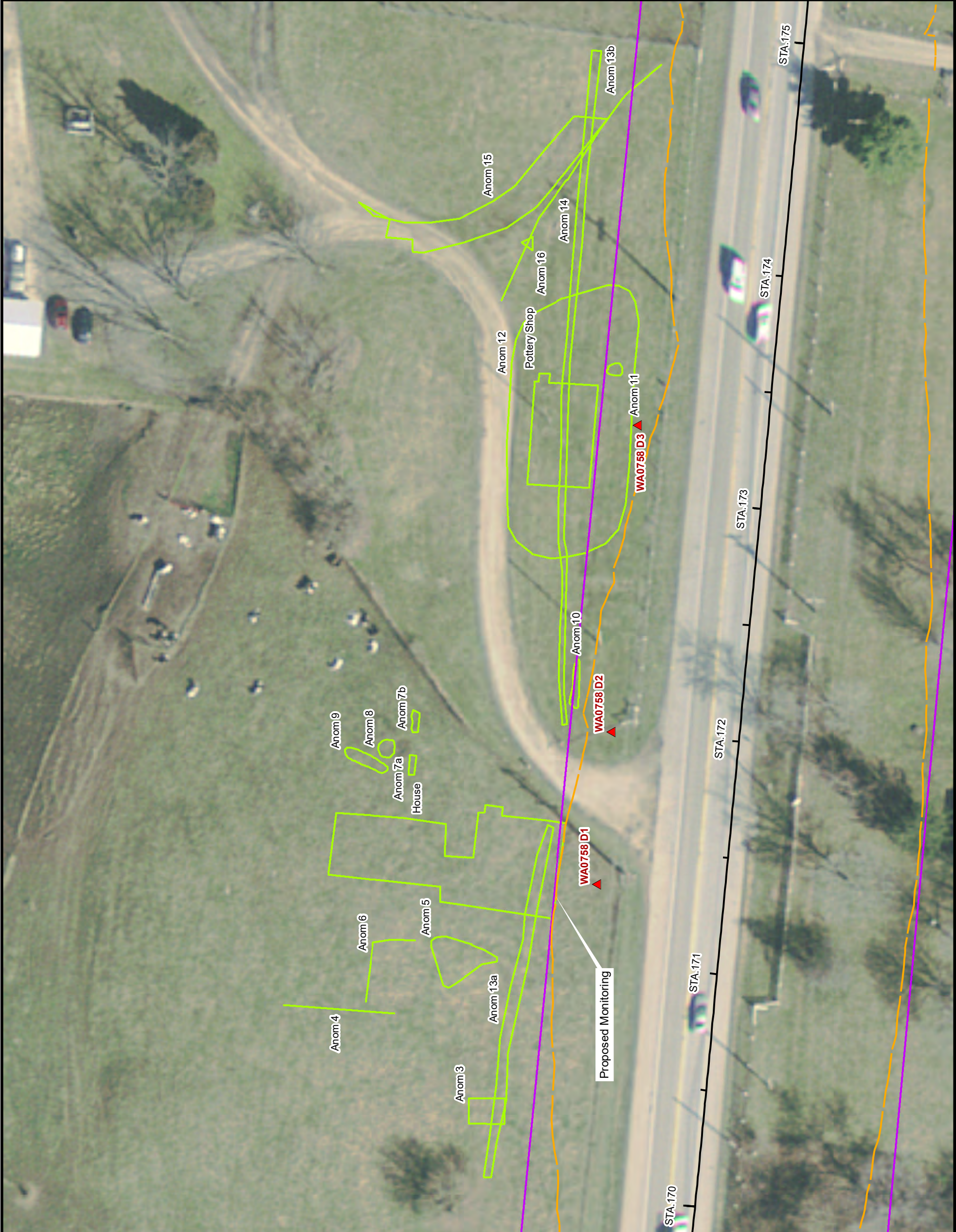
- New ROW
- - - Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly



WAR-SR63-0.83
PID: 112121

Proposed Investigations
WA0758

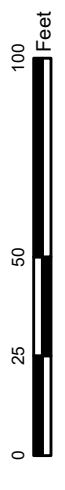
Date:	Approved by:	L&A No.	Figure
Oct 2021	SSD	20-0430	8





Legend

- New ROW
- - - Construction Limits 10-13-21
- - - Proposed Centerline
- Anomaly
- Geophysical Survey Area



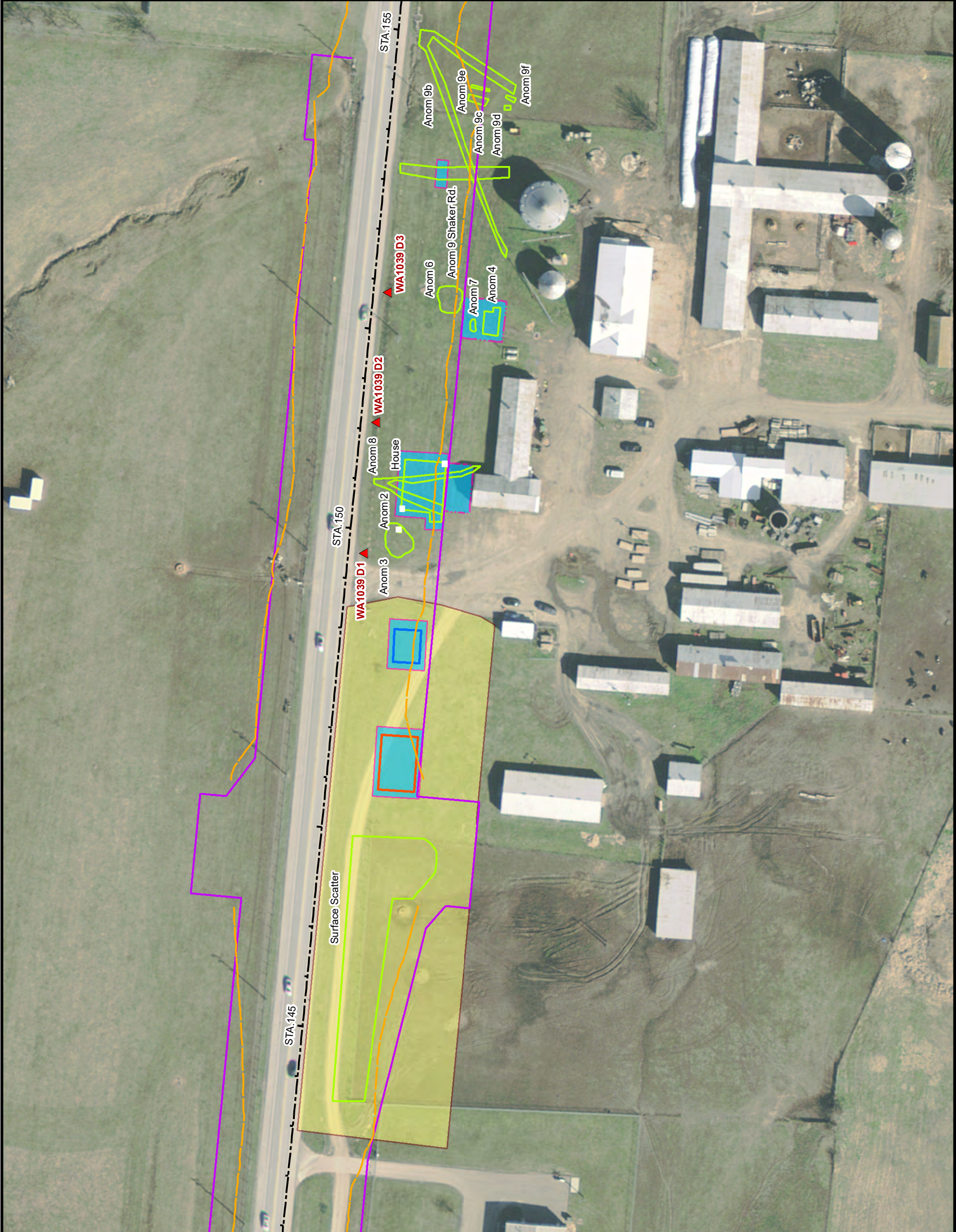
WAR-SR63-0.83
PID: 112121

Proposed Investigations
WA 1038



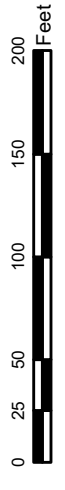
Date:	Approved by:	L&A No.	Figure
Oct 2021	SSD	20-0430	9





Legend

- New ROW
- Construction Limits 10-13-21
- Proposed Centerline
- Datums
- Projected Lard House
- Projected Pork House
- Geophysical Survey Area
- Manual Excavation
- Mechanical Excavation
- Supplemental Excavation



WAR-SR63-0.83
PID: 112121

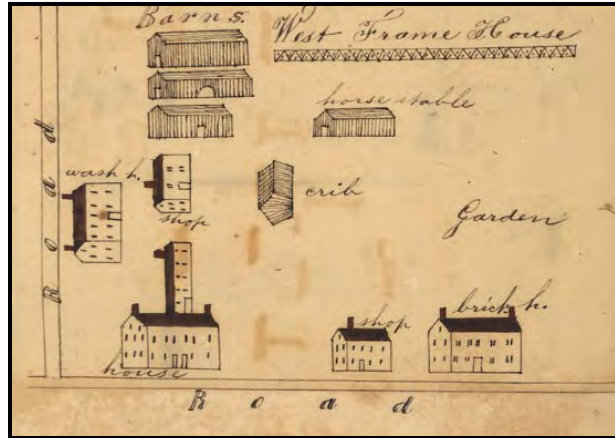
Proposed Investigations
WA 1039



Date:	Oct 2021	Approved by:	SSD	L&A No.	20-0430	Figure	10
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SECTION XII.
Data Recovery Plan
(Information Purposes Only)

DATA RECOVERY PLAN
Sites 33WA0404, 33WA0758,
33WA1038, and 33WA1039
Warren County, Ohio
SR 63 Road Widening Project
WAR-SR 63-0.83 PID 112121



Prepared by:
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November 22, 2021



Prepared for:
Warren County Transportation Improvement District
Ohio Department of Transportation

Data Recovery Plan for Sites 33WA0404, 33WA0758, 33WA1038, and 33WA1039 in
Turtle Creek Township, Warren County, Ohio
WAR-SR 63-0.83 (PID 112121)

by

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November 22, 2021

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1.0 INTRODUCTION

The proposed State Route (SR) 63 widening between Union Road and SR 741 in Turtle Creek Township, Warren County, Ohio is designed to alleviate high accident rates at several locations, improve traffic flow by reducing traffic congestion and provide controlled access for anticipated urban development of the corridor (Figures 1 and 2). Feasible alternatives are limited within the corridor and all of them impact, to some degree, four archaeological resources: the Station Creek Site (33WA0404), the West Brick Lot Site (33WA0758), the Brick Clamp Site (33WA1038) and the West Frame Lot Site (33WA1039). This document presents the data recovery plan for these four sites, which will be either be adversely impacted by construction activities associated with the proposed WAR-63-0.83 (PID 112121) project or will be within project right-of-way but not within proposed construction limits.

The 4500-acre Shaker landholdings at Union Village represented an alternative communal approach to mainstream nineteenth century American lifestyles, reflected across the local landscape through the Shaker's planned use of space. The community was divided into separate "Families," each with their own lot and associated spaces for gardens, agricultural production, and crafts (Figure 1). Published accounts for Union Village focus on the Center Family Lot and South Family Lot, which formed the core of the community and housed the most devout Shakers, as well as the principal community leaders. The novice and intermediately devout residing at the three West Family Lots and the North Family Lot are not as well discussed, although archival information is available that discusses these families to a lesser degree. Particularly, the community's history suggests that in contrast to social interactions, the Shakers maintained a higher degree of interaction with the outside "worldly" society through the market system, for which portions of the West Brick Lot were initially developed to address. Later, the West farms were the first to switch to farm tenancy/share cropping, effectively bringing non-believers into close contact with the formerly insular community. This situation conflicts with the classic popular, static view of the Shakers as unchanging, inward-looking, and isolated, and suggests their social organization was continuously under external and internal tensions related to adapting to evolving economic situations in the wider world around them.

The West Brick Lot (33WA0758) and the West Frame Lot (33WA1039) represent two of the nine family lots associated with the nineteenth century Shaker community of Union Village; nearly all of which have been demolished and exist today primarily as archaeological resources. The Station Creek Site (33WA0404) contains the remains of an early nineteenth century pioneer farmstead, presumably belonging to one of the initial Shaker convert families. Limited evidence suggests it also possibly served as a temporary children's communal home in the early years of the community when the different family lots and Shaker Orders were established at Union Village. The Brick Clamp Site (33WA1038) lies across the road from the West Brick Lot (33WA0758) and may represent a location of brick production for one or more of the buildings at that lot. While the Shakers had dedicated brick yards by the 1820s, early building construction may have relied on temporary brick clamps placed adjacent to construction locations for brick production.

Because of the unique history of land transfer for the Shaker's holdings that largely kept it under institutional control, most of the Union Village landscape remained substantially unaltered until the last two decades. The same cannot be said for the built environment of Union Village. All but three of the Shaker buildings (two at the West Frame Lot and

one at the Center Family Lot) are razed, with the remaining three substantially altered from their original form. Consequently, the nine family lots consist primarily of archaeological resources, which vary in the preservation integrity of their structural remnants.

Although Union Village is recognized as a significant historic property in its entirety, no comprehensive preservation plan exists to address the treatment of its associated resources. Since the archaeological resources are generally considered important for their information potential, they do not require preservation in place. So consequently, exploration of the family lots occurs in piecemeal fashion as portions of them become impacted by development projects with associated responsibilities to meeting federal or state cultural resources legislation.

In the past two decades, archaeological excavations occurred at the North Family Lot, Center Family Lot, and South Family Lot under varying research designs and with varying results. Additional intact Shaker remains at these three lots are extremely unlikely, due to the few remaining small patches of undeveloped land. Two possible exceptions are the second Shaker pottery kiln at the North Family Lot and the North House at the Center Family Lot; but their suspected locations have yet to be examined. The Gristmill Family Lot appears to have been destroyed by development of a private steel company park before it could be examined; a similar fate may have removed the East Family Lot from the landscape by expansion of Otterbein Senior Lifestyles Lebanon. The Square House Family Lot, and the West Family Lot are projected to lie in undeveloped fields, but their long-term preservation cannot be presumed given the projected acceleration of local development. Neither of these family lots have been systematically surveyed to identify their exact locations and the structural remnants and archaeological deposits within them. Their loss without archaeological investigation would truly be unfortunate; since the least devout members occupied two of these lots and the archaeological deposits could vary greatly from the other family lots.

The 2005 data recovery of the North Family Lot for an earlier ODOT highway project resulted in a more complete social history for the North Family Lot to augment the published accounts of Union Village (Aument et al. 2009). The current data recovery intends to follow the same approach and expand it to the four archaeological sites. The current data recovery reflects the next opportunity in the continuing quest to record and understand the Union Village Shaker landscape before it is lost.

2.0 PROPOSED ACTION

The Warren County Transportation Improvement District (WCTID) proposes the widening of a 3.0-mile section of SR 63 between Union Road and SR 741 in Turtle Creek Township (Figure 2). This major new project is currently listed as #21 on the ODOT TRAC list and funded for right-of-way acquisition in 2022. As a priority improvement project, the widening attempts to maintain effective connectivity, improve safety by reducing crash risk, accommodate different trip and vehicle types, and provide a balanced transportation solution for land use and environmental issues.

Project Setting

The current issues of high traffic volume, congestion and high accident rates is primarily linked to the fact that this segment of SR 63 is a closer connection between IR 71 and IR 75 than IR 275 in the northern Cincinnati area, as well as the closest IR 75 access to the Kings Island Amusement Park. Local automobile traffic competes with the through traffic, which contributes a high number of trucks, on a two-lane urban/rural transition

highway. The road undulates with the rolling topography, resulting in several line-of-sight issues for intersecting roads and access points. Further complicating traffic flow is the lack of turn lanes and substandard shoulder width. The anticipated issue of continually increasing traffic congestion lies primarily in the fact that the land bordering this section of SR 63 contains one of the last undeveloped expanses in the urban corridor along IR 75 between Cincinnati and Dayton. Anticipated mixed urban (light industrial, commercial, professional office, and dense residential development) is expected to add traffic annually for the next two decades.

Nearly all the undeveloped land along this stretch of SR 63 belongs to the Ohio Department of Rehabilitation and Corrections and was formerly the Lebanon State Prison Dairy Farm. The open fields on the north and west sides of the SR 63/SR 741 intersection belong to Otterbein Senior Life Lebanon (formerly the United Brethren's Otterbein Homes and Farm; hereafter referred to as "Otterbein" for brevity). In the past couple of years, Otterbein installed infrastructure in portions of these fields for their planned community expansion. Initially, the United Brethren bought the entire 4500-acre Shaker landholdings of Union Village in 1913 and established Otterbein Homes and Farm. Two decades later during the Great Depression, they sold 2900 acres, primarily the West farms, to the state of Ohio, which became the Lebanon State Prison Honor Farm and subsequently the Prison Dairy Farm.

In the past decade, the state government decided to stop operating all the state prison farms, auction off the equipment and livestock, and sell their landholdings for private development. The auctions at the Lebanon facility took place in 2016 and to date only one parcel has been sold to the Miami Valley Gaming, LLC, which built and operates a casino and harness racing track at the extreme west end of the project corridor, near IR 75. Some of the prison fields are leased for farming, although much of the land consists of fallow fields or former farmyards with vacant farm buildings.

3.0 PROJECT EFFECTS

The highway upgrade involves replacing the existing two-lane road with a four-lane road, turn lanes, and new access control points (stubbed intersections). Existing signalized intersections will remain and be upgraded. Driveways to four existing facilities will remain and three new intersections will be built at appropriate design standard intervals. Vertical alignments will be adjusted to flatten the undulations and provide longer sight distance lines.

Most of the new right-of-way comes from the south side of SR 63, because of previous development up against the existing right-of-way on the north side. These obstructions include from west to east: the channelized Shaker Creek, the prison's waste treatment plant, the Warren County Correctional Center, an electric transmission substation, the ODOT Warren County garage, the Otterbein Senior Life/Shaker cemetery, and a second electric transmission substation. Only the West Brick Lot (33WA0758) lies on the north side of SR 63 and the new right-of-way impacts at least the communal house and the pottery shop.

On the south side of the road, the West Frame Lot (33WA1039) and the brick clamp (33WA1038) coincide with two of the proposed stubbed intersections (controlled access points) and involve broader new right-of-way. Impacts at the West Frame Lot (33WA1038) involve at least the communal house and the north end of the wash house, as well as two shops. The core of the brick concentration (33WA1038), which presumably marks the specific location of the brick clamp, lies within the new right-of-way.

Likewise, at the Station Creek Site (33WA0404) the concentration of architectural and domestic debris, as well as the geophysical anomalies for shaft features and possible cellar lie within the new right-of-way.

4.0 DESCRIPTION OF SITES

As noted above, all four sites are associated with Union Village, with a possible pre-Shaker pioneer cabin at 33WA0404. Suspected pioneer occupation at the West Brick Lot and the West Frame Lot appears masked, if not destroyed, by Shaker development of each lot. Each site is summarized below, with Figures 3-5 showing the extent of the archaeological fieldwork that has occurred at each site, primarily in the last three years.

33WA0404 - Station Creek Site

Site 33WA0404 was identified during the Phase I archaeology survey for the SR 63/SR 741 intersection improvement project in 1986 (Genheimer 1991; Addington et al. 1989). The site was identified through surface collection and shovel test unit excavation. It consisted of a dense historical artifact scatter with diagnostic material placing its occupation very early in the nineteenth century, along with a scattered, low-density pre-contact American Indian component with no diagnostic material.

Distributional analysis of the assemblage suggested a building location at the edge of the knoll overlooking a small feeder stream of Station Creek to the east, with a secondary depositional area to the south. The geophysical survey of the site performed for this project identified 10 anomalies (Figure 3), two of which (Anomalies 2 and 3) are within the current project ROW (Burks 2019). Anomaly 2 is approximately 6 feet in diameter and 3 feet deep, possibly representing a privy shaft. Anomaly 3 is situated on the edge of the rise and correlates with the broadest density of brick fragments and truncated pit feature identified in the Phase I survey. It may represent a cellar hole, measuring 19 feet north-south by 13 feet east-west and about 2 feet deep. Just south of the ROW are Anomalies 1 and 5, which are projected to represent a stone-lined well and a possible shallow pit (alternatively a tree fall divot), respectively. All four anomalies are within an area of concentrated magnetic items detected in the gradiometer survey, representing debris from the historical occupation, and labeled Anomaly 9.

Outside of Anomaly 9 and east of Anomaly 5 is Anomaly 7, a possible pit or large rock. Anomaly 6 is further south, roughly 65 feet from the edge of ROW. It is interpreted as a large, shallow pit or another tree fall divot and roughly corresponds with a possible sheet midden feature identified in 1986. Even further removed from the ROW is Anomaly 4, over 100 feet south, interpreted as a probable pit. Anomaly 8 is a possible burned area or shallow pit, detected by gradiometry but not by GPR. It is about 115 feet west of Anomaly 5, just outside of the ROW. Finally, Anomaly 10 is the widest dispersal of debris from the historical occupation.

The working hypothesis for the Station Creek site is that it represents one of several small pioneer farmsteads established in Turtle Creek Township around the beginning of the nineteenth century. Once the Shakers acquired the ministerial land lease for this property from the state ca. 1805, some researchers believe that it housed a Children's Order family up to about 1828. No building is depicted at this location on historical maps of Union Village and previous research into the village has only found oblique references to that early Children's Order being located south of the road to Lebanon prior to 1828 (Aument 2021). Although the Shakers never recorded either occupying or building a house at this location, an earlier pioneer cabin could have served as an expedient

Children's Order dwelling and removed prior to the drawing of the 1829 Union Village map. The field containing the site consistently appears as agricultural land on historical maps and aerial photographs and is still actively farmed today.

33WA0758-West Brick Lot

The West Brick Lot (33WA0758) was one of nine communal family lots established at Union Village in the early nineteenth century, with its communal house erected in 1819 and occupied the following year (Figure 4). A crew installing a water line at the Lebanon Correctional Institution trenched through the front part of the Communal House, exposing the stone foundation and brick rubble fill within the basement. This event occurred during the 2004 ODOT Phase II evaluative survey of the North Family Lot site (33WA0407) to the north, and the archaeologists photographed the utility trench, took notes on the exposed archaeological deposits, and recorded the trenched foundation and fill to the Ohio Archaeological Inventory (Aument 2021).

The geophysical survey conducted for the current project (Burks 2019) identified the footprints of the Communal House (Anomaly 1), the Pottery Shop (Anomaly 2), an unidentified building (Anomaly 3), and various other anomalies, including part of a probable flagstone path (Anomaly 10), a pit feature off the southeast corner of the Pottery Shop (Anomaly 11), and a debris field around the footprint of the Pottery Shop (Anomaly 12), possibly representing displaced building fill from the 2004 waterline trench. Other anomalies include a fence line (Anomaly 4), a refuse pit (Anomaly 5), and a linear feature (Anomaly 6) on the west side of the Communal House and possibly debris from its demolition. Anomalies 7-9 represent walkways or paths and large metallic debris off the northeast corner of the Communal House. The remaining anomalies (13-20) represent a farm road, ditch, and large metal pipes associated with the former 1920s barn.

Nearly all the West Brick Lot lies outside the ROW, with only the front walls of the Communal House and Pottery Shop on the edge of the ROW, while the flagstone path, pit features, and southern third of the debris field around the Pottery Shop are just within the ROW. All these features are avoided by planned construction, but will require monitoring during construction and recording if they are inadvertently exposed.

The Communal House at the West Brick Lot stood from 1819 to about 1962 (Figure 6). It originally measured about 44 feet wide by 36 feet long and was two and a half stories tall. A brick kitchen was to the rear of the house, depicted as attached on Shaker maps, although this interpretation has recently been called into question. At some point prior to 1956, the kitchen was razed, and a rear addition constructed on the Communal House. The Pottery Shop was constructed in 1821 and operated as such until 1836, when the pottery moved to the North Family Lot as part of a community-wide reorganization. It measured approximately 45 feet long by 28 feet wide. How the Shakers reused this building and when it was razed remains to be determined.

The West Brick Lot became part of the United Brethren's operations in 1913 as housing for hired hands, and then in 1934 was incorporated into the Lebanon Correctional Institution's operations (initially operating as an honor camp satellite of the London Prison Farm until 1959). The West Brick Lot's agriculture buildings were kept in use as needed, but the Communal House was converted to general storage and listed as "Vacant" in the 1961 Lebanon Correctional Institute inventory of prison buildings. It was demolished soon afterwards, as it is not present on an aerial photograph from 1964 (DPW 1962).

33WA1038-Brick Clamp Site

During the 2019 Phase I survey for this project, the field crew encountered a dense surface scatter of bricks and brick fragments in an area measuring about 150 feet in diameter in the field on the opposite side of the road from the West Brick Lot, east of the warden's residence and adjacent to the main east entry to the Lebanon Correctional Institution (Figure 4). Half of the brick scatter lies outside of the ROW. No artifacts apart from the bricks were observed. The brick assemblage included "under fired, overfired, glazed, and warped examples of early hand and machine-made bricks" (Aument 2021:14). This scatter is loosely interpreted as a Shaker brick clamp, since no subsurface investigation to document internal features has been conducted. Additionally, the Union Village Shakers are not currently known to have employed a mechanical brick press.

33WA1039-West Frame Lot

The West Frame Lot represents one of the earliest Shaker family lots established at Union Village (Figure 5). The lot developed in 1813 out of the pioneer settlements of Eli Houston and/or David Spinning (Figure 6). Towards the end of the nineteenth century during the period of Shaker population contraction, the Union Village elders dispersed this family and leased the West Frame Lot to tenant farmers. In the twentieth century, Otterbein continued the practice of leasing this property until it was acquired as part of the London Prison Farm's satellite operations and used as a dairy farm.

The geophysical survey took place in an area between the entry to the farm complex on the west to the edge of an agricultural field on the east (Burks 2019). The ground-penetrating radar and gradiometry surveys identified nine sets of anomalies, five of which are within the ROW. The anomalies in the ROW include the entire footprint of the Communal House (Anomaly 1). Anomaly 2 appears to be a small pit, apparently contained within a broader artifact scatter (Anomaly 3). Anomaly 6 may be an area of fill, located to the east of the house and north of the Wash House (Anomaly 4). A set of linear anomalies (collectively labeled Anomaly 9) in the eastern part of the geophysical survey area appear to reflect subsurface prison utilities. One large north-south anomaly in this cluster may represent an old Shaker farm lane or aqueduct indicated on the 1829 Union Village map. Anomaly 8 crosses over Anomaly 1 and probably represent modern prison paths. There is also an unlabeled linear magnetic anomaly in the geophysical survey report that crosses the ROW north-south, which may be a utility or an old fence line. Just south of the ROW and south of Anomaly 6 are anomalies 4 and 7. Anomaly 4 may be the north end of the Wash House foundation while Anomaly 7 could be an associated well or cistern. Also outside the ROW is Anomaly 5, a probably utility line that connects the southeast corner of the Communal House with the north end of the Wash House, and probably postdates the Shaker period.

The frame Communal House was built in 1813 and demolished sometime between 1916 and 1956. It measured 60 feet long by 50 feet wide, with a cellar entry on the southwest corner. The house had a 3-by-2-bay arrangement. It was possibly connected to the second floor of the Kitchen through a frame addition, as seen on the 1835 map of the lot (Figure 6).

The identification of the Communal House location and a large scatter of artifacts found during the Phase I archaeology survey indicates that two additional building footprints remain to be identified within the ROW in the western half of the prison farm yard: the Lard Shop and the Pork Shop. Both these buildings are shown to the west of the house on the 1835 map of the West Frame Lot (Figure 6), while the Pork Shop was also depicted on the 1829 map of Union Village as a two-story brick shop building.

A ca. 1917 photograph shows the Pork Shop as two and a half stories with a basement. When built in 1828, it measured 52 feet long by 36 feet wide. The 1835 map depicts it as a two-story building with 5 by 2 bays, including a central door flanked by two windows on either side. This arrangement differs from the shop's appearance in 1924, which had an asymmetrical 7-by-2 bay arrangement, consisting of three windows, two central doors, then two more windows, repeated on both floors (Aument 2021). It seems possible that the western doors on the front façade were later additions, especially if the building was renovated later in its existence.

The frame Lard Shop was built in 1829 and measured 32 feet long by 25 feet wide. Like the Pork Shop, it too was gone by the earliest aerial photographs. No known photographs of this building have been identified and it is uncertain if the building was still standing when the United Brethren acquired the property in 1912.

The West Frame Lot operated as a tenant during the latter years of Union Village, a practice continued by the United Brethren. The West Frame Lot became the primary location of the honor farm operation when the State of Ohio acquired the land as a London Prison Farm satellite facility in 1932. The prison repurposed some of the Shaker buildings and replaced others. The Kitchen, one of three standing Shaker buildings left at Union Village, lies outside the ROW immediately behind the Communal House. The prison severely altered the exterior and interior of this building when the facility converted it to a shop building with an attached lateral wing.

5.0 RESEARCH DESIGN

The four impacted sites represent important components of the nineteenth century Shaker community of Union Village, with the Station Creek site (33WA0404) potentially representing an early, pre-Shaker pioneer farmstead. A pre-Shaker component possibly occurs at the West Frame Lot (33WA1039), since the western farm lots were formed from the pioneer farmsteads of Eli Houston and David Spinning. Additionally, the burials of a woman and teenage girl were encountered during prison utility installations ca. 1960. As the Shakers did not inter their dead at their family lots but removed them to the central burying ground, these burials may represent family members of the original pioneer settlers. Furthermore, there is potential to learn about tenant farming at the West Frame Lot as it was converted to that use late in the Shaker period and through the United Brethren Period. In contrast, the West Brick Lot housed hired hands in the United Brethren period, who worked under the direct supervision of the Otterbein Homes farm manager.

Union Village was the hub community for the several small Shaker communities that developed in what was then the Western United States in the early decades of the nineteenth century. Richard McNemar, a charismatic Presbyterian minister associated with the Second Great Awakening religious movement, converted to the Shaker faith. He helped establish Union Village at his pioneer farmstead, joined by neighbors who also converted to the movement. Union Village was officially founded in 1805 and persisted as a community to 1912, when the remaining Shakers sold their entire property to the United Brethren Church for various charitable uses (an orphanage, old age homes, etc.). The Otterbein Homes retirement community (currently Otterbein Senior Life Lebanon) developed after the charitable operations were phased out in the 1960s. Other parts of Union Village were developed into a steel company's private park, a state prison farm, a public sports park, two utility substations, an ODOT county garage, and a racino.

The Shaker community is the most significant occupation represented at the four impacted sites. The Shakers established nine separated family lots across this wide landscape, occupied at various times by different groups as organized into a hierarchical system with the Center Family at the top. The other orders consisted of the newly converted or those Shakers still working their way towards full enlightenment in their faith. The community was immensely productive, both in terms of agriculture and craft production. Union Village churned out thousands of brooms, seed packets, and even redware pottery throughout its existence. The Shakers gradually removed themselves from the western family lots late in the nineteenth century, while the North Family and Center Family lots were occupied by Shakers into the early twentieth century.

Union Village is a cluster of significant related archaeological sites. Due to increasing development in Warren County over the last 50 years, the once-bucolic agrarian landscape of Union Village continues and becomes increasingly unrecognizable. Few of the hundreds of Shaker buildings originally clustered at the nine family lots survive. Consequently, the archaeological component of Union Village is of prime importance for materially understanding how Shakers developed the landscape and their community.

Archaeological investigations at Union Village occurred sporadically over the last 40 years in response to increasing public and private developments, but lacked a comprehensive plan to guide research and excavations. The most important study to date occurred between 2004 and 2009 with the Phase II and Phase III investigations of the North Family Lot (33WA0407) in association with the straightening of a dangerous curve on SR 741 (Aument 2004; Aument et al. 2009). This study fully demonstrated the immense archaeological potential present at undeveloped Union Village archaeological sites, while also illustrating the important role played by Section 106 of the National Historic Preservation Act in allowing that data to be recovered.

Other archaeological work occurred at the Center Family Lot, Grist Mill Family Lot, Square Family Lot, and the Union Village Railroad Depot. Most of these investigations were of limited extent. The current WAR-63 road widening project offers an opportunity like that at the North Family Lot to greatly enhance our knowledge of Shaker life at Union Village, particularly in both the very early years and towards the end of the Shaker period. The West Frame Lot, West Brick Lot, and the potential Brick Clamp Site predate the North Family Lot by five to ten years, potentially even by two decades with the possible pioneer components at the western lots and the Station Creek site. These pioneer components have not been well-documented to date from excavations at Union Village. Although documentary evidence supported a probable pioneer component at the North Family Lot, no archaeological evidence for such an occupation was discovered there in 2005. The Station Creek site offers the best potential for investigating the pre-Shaker pioneer occupations in this area.

Each site offers its own array of research questions, while commonalities for some topics allow for investigating community-wide themes. Broader comparisons with other Shaker settlements in the region (Ohio, Kentucky, and Indiana) and with eastern communities will help illuminate both shared and distinct cultural expressions of Shaker practices and lifeways. Several archaeological studies have focused on Shaker villages such as Pleasant Hill, Kentucky; South Union, Kentucky; and Canterbury, New York (Fiegel 1995; McBride 1995; Starbuck 2004). Archaeological data from other Shaker communities will be important in understanding the information that will be recovered by this project. Some questions may only be addressable through archaeological excavations and others solely investigated by archival research; the remaining questions will require both

avenues of inquiry. Research questions guiding the data recovery for each site are presented below, followed by the overarching research questions. Each research question has an indicator that informs the reader of the primary method intended to address the question: E for excavations, R for research, B for both.

33WA0404 (Station Creek Site)

- 1) Does this site retain evidence for a pre-Shaker pioneer habitation? (E)
- 2) Can it be confirmed that this site was repurposed by the Shakers as a Children's Order, as implied by archival research? (B)
- 3) Is there evidence of intact pre-contact Native American deposits or features? (E)
- 4) Do the shaft anomalies (1 and 2) represent a privy and well? Does the large rectangular pit anomaly (3) represent a root cellar? Are the remains of pioneer cabin located amongst these anomalies? (E)
- 5) Do artifacts from the pioneer occupation occur in discrete strata or deposits from the subsequent Shaker occupation, and vice versa? (E)
- 6) How does the Station Creek artifact assemblage compare to other Shaker habitation sites at Union Village? (B)
- 7) Is there evidence about diet in the archaeological assemblage (ceramic vessel types, faunal remains, botanical data)? (E)
- 8) Is there any evidence for occupation past the known dissolution of the southern Children's Order in 1828? (B)
- 9) What information exists in the Shaker documents from Union Village about the occupation of this site? Can any sort of demographic analysis be performed? (R)

33WA0758 (West Brick Lot)

The proposed road project is expected to have little to no impact on this site, so no intensive archaeological investigations are proposed. However, it is expected that the archival research to be performed as part of data recovery investigations for the entire project will be able to address certain research questions that are not dependent on acquiring archaeological data.

- 1) When was the Kitchen demolished, and who was responsible for the subsequent addition on the rear of the Communal House? (R)
- 2) How was the pottery shop repurposed after the pottery operations moved to the North Family Lot? (R)
- 3) When was the pottery shop demolished? (R)
- 4) What is the nature of the unknown building found to the west of the Communal House during the geophysical survey? Can it be correlated with any buildings noted here in archival documents? (R)
- 5) Where was the bee house noted as moved from this lot to the North Family Lot in 1836? (R)
- 6) How do the demographics of this lot compare to the nearby West Frame Lot, and to the further removed North Family Lot? (R)

- 7) Is there any documentary evidence of there being an earlier pioneer occupation here, per the knowledge that some, if not all, the western family lots were established at converted pioneer farms? (R)

33WA1038 (Brick Clamp)

- 1) Where was the brick kiln situated in relation to the surface brick scatter? (E)
- 2) Are there associated brick production features (i.e., clay puddling and mixing pits, posts from sheds and drying racks, etc.) outside the limits of the surface scatter? (E)
- 3) How large was the kiln and how was it constructed? (E)
- 4) What can the waster bricks tell us about the skills and techniques of the brick makers? (E)
- 5) Can bricks from this site be matched to bricks at the West Frame and West Brick lots? (E)
- 6) Is this a single instance of brick firing for the construction of one building, or were there multiple clamps here? (B)
- 7) Is the use of this clamp documented in any Shaker records? (R)
- 8) The Phase I survey identified machine-made bricks in the assemblage. Current research has not identified the use of a brick press at Union Village. Is the identification of machine-made bricks accurate? If so, is it possible that this location represents a later building built from repurposed Shaker bricks and commercially produced machine-made bricks, rather than being a brick clamp? (B)

33WA1039 (West Frame Lot)

- 1) How does the West Frame Lot communal house construction compare to other Shaker communal houses (at Union Village and elsewhere)? (B)
- 2) The brick Kitchen building is still extant. Was the Kitchen ever attached to the Communal House? What physical characteristics does it possess that help illuminate Shaker building methods and techniques? Do the bricks in this building match those from site WA1038, the brick clamp? (B)
- 3) Is there any evidence of this building being a converted pioneer residence? (B)
- 4) What evidence exists for the use of the lot after the Shaker period by tenant farmers, Otterbein residents, and the early prison occupation in the archaeological record? (E)
- 5) How does the construction of the two shop buildings compare to other shop buildings elsewhere at Union Village? (B)
- 6) Is there archaeological evidence of activities associated with these shops? (E)
- 7) When were these shops removed from the landscape? (B)
- 8) If the Lard Shop was abandoned and razed during the Shaker period, was there a use of the empty cellar for refuse disposal prior to filling? Was there a similar robbing of foundation stones for use elsewhere after the building were taken down, comparable to the Brothers' Shop at the North Family Lot? Similarly, for

- shop buildings taken down in the twentieth century, was there also a removal of building materials like at the Sister's Shop at the North Family Lot? (E)
- 9) What types of craft production/cottage industries were associated with this lot? (B)
 - 10) How do the demographics of this lot compare to the nearby West Brick Lot, and to the further removed North Family Lot? (R)
 - 11) How do faunal remains compare to those recovered at other Shaker sites? What does this tell us about Shaker dietary practices? (B)
 - 12) Does the large, north-south aligned linear anomaly (part of the group of linear anomalies lumped together as Anomaly 9) represent an early Shaker farm lane or possibly an aqueduct, as referred to in archival sources? (E)
 - 13) Is there variability in debris type and distribution at this lot that could be tied into the status differences between the different family orders that occupied them? Can different depositional categories be distinguished in yard spaces between buildings at the West Frame Lot (casual, intentional, targeted [refuse pits])? How do these compare to that documented at the North Family Lot? (E)
 - 14) Is there evidence of less casual discard or deliberate disposal in open areas after the adoption of the revised Millennial Laws in 1845? How do refuse disposal patterns compare to that documented at the North Family Lot? (E)
 - 15) Was a similar use of drainpipes present at the West Frame Lot as was identified at the North Family Lot? (E)

General Questions

The general questions focus on complementing the existing data from the North Family Lot investigations to develop a broader picture of cultural trends at Union Village, particularly in terms of building design and construction; functional landscapes; artifact disposal patterns; and status differentiation between different orders of families within the Shaker hierarchy.

- 1) Are there any significant differences in designs of the Communal Houses and kitchens for the West Brick Lot, West Frame Lot, and North Family Lot (as recorded in 2005)? (B)
- 2) How homogenous are the family lots and their associated buildings, and how well do they conform to Shaker standards and practices? (B)
- 3) Are there differences in shop building construction between the early shops in the west section and the later shops at the North Family Lot? (B)
- 4) Is there evidence for renovation of the shops for different functions? (B)
- 5) How do the ceramic assemblages from the West Frame Lot and the Station Creek sites compare to that of the North Family Lot? Is there a similar frequency of "worldly" ceramics (decorated wares, higher quality ceramics, etc.)? (E)
- 6) Was there an attempt to make sure the public-facing elevations of the buildings showed high degrees of craftsmanship, while the less-visible aspects did not receive the same attention, as at the North Family Lot? (E)
- 7) Were substandard bricks (warped, under/overfired) used in the buildings in the western lots, like what was found at the North Family Lot? (E)

- 8) Was a regular 25-foot grid interval used to lay out these lots, as theorized for the North Family Lot? (E)
- 9) How did building density and diversity change with the shifting of families and orders between the lots? At the North Family Lot, density and diversity increased when the Second Order from the West Frame Lot and West Brick Lot transferred there; was there a correlating decrease in density and diversity at the two west lots when they were occupied by families lower in the order hierarchy? Is the most intensive period of investment at these two lots tied to the early occupation by higher-status families? (R)
- 10) Is the Shaker practice of gender segregation evident in the placement of buildings and deposition of artifacts at these lots? (B)
- 11) How did the conversion of family lots to tenant occupation affect Union Village? How was it discussed in Shaker documents? How much agency did tenants have in altering the buildings and structures at the lots they occupied in the late nineteenth century? (R)
- 12) How did the West Frame and West Brick lots change during the twentieth century? Was the removal of buildings gradual or were many removed at one time? Were the United Brethren or Lebanon Correctional Institution responsible for more changes at these two lots? (R)

6.0 TESTING METHODOLOGY

The testing methodology is tailored according to the circumstances of each of the four sites and designed to obtain sufficient information to address the research questions, as well as recovering a robust assemblage that can be used in future research on Union Village. Modern artifacts (postdating 1950) will be noted and discarded in the field. Additionally, all bricks and brick fragments from soil contexts will be weighed by provenience, with only a sample of intact bricks retained for further analysis (different approaches are proposed for 33WA1038, the possible brick clamp, and for brick features at 33WA1039). To supplement the documentation of each site, L&A proposes to perform drone flights at the end of each site's excavations to record aerial views of the exposed features and for future use for public outreach efforts. This DRP presumes that for the most part portions of the sites outside of the ROW will not be available for testing as part of this project. However, at the sites with major project impacts, an effort will be made to secure permission to test portions of the sites that extend outside the ROW to provide an opportunity to recover sufficient data to answer the research questions.

6.1 33WA0404 (STATION CREEK)

Data recovery tasks within the project ROW cover roughly a tenth of an acre, measuring 75 feet wide at its maximum dimension on the west end and is 100 feet long (Figure 7). This portion of the site contains two geophysical anomalies (2 and 3), along with portions of an artifact scatter documented through the Phase I survey (Genheimer 1991) and gradiometer results (Anomaly 9; Burks 2019). The testing method here focuses on investigation of the two geophysical anomalies in the ROW, along with metal detection to identify subtle remnants of a log cabin. The field methods include manual excavation of test units, metal detector survey, mechanical stripping of the plowzone to uncover anomalies, and manual excavation of the exposed anomalies. Dependent on acquiring right of entry from the prison, limited supplemental investigations south of the project

ROW are also proposed to allow a greater chance of recovering necessary data for addressing research questions.

The field methods may encounter an unanticipated feature or features from the non-significant pre-contact American Indian component. An unanticipated pre-contact American Indian feature will be documented through standard methods, including recording of measured plan views, profiles, and photographs; excavation in levels within observable stratigraphy; and taking of appropriate soil samples for potential macrobotanical or pollen/phytolith analysis. Analysis and evaluation of the feature will be included in the report of findings. If the feature(s) contain human remains and/or items of cultural patrimony, excavation will stop, and the feature will be secured. ODOT will consult with the SHPO and the tribes with ancestral ties to this portion of the state of Ohio.

Metal Detection

A metal detector survey will be conducted around the locations of Anomalies 2 and 3 within the ROW to test for the presence of a high frequency of nails and other architectural artifacts that could help identify a former building location. All detected targets will be individually plotted with GPS and excavated. The size of the excavation will depend on the clustering of targets. Single targets that are well removed from other targets (over 1 meter) will be excavated in a standard 50x50-cm shovel test. More tightly-grouped targets may require a larger excavation unit, which will be decided at the discretion of the principal investigator. The recovered material from the targets will be analyzed to determine if they represent general discard or are related to a distinct activity, such as construction of a building. If the results suggest a building location in this area not directly correlated to either anomaly, additional mechanical excavation may be required to prospect for post holes and other subtle features masked by more magnetic objects detected by the geophysical survey. If right of entry to the prison property is secured, the area proposed for metal detection will expand to encompass the locations of Anomalies 1, 5, and 9 and the high-density artifact concentration from the 1986 Phase I survey.

Anomaly 2

Anomaly 2 a possible privy shaft feature, measures approximately six feet in diameter and at least two to three feet deep. One 1x1-meter test unit will be placed across the southwest quarter of the anomaly to expose it and determine if the anomaly is a cultural feature. If cultural, the feature will be fully exposed via mechanical removal of the plow zone, documented in plan view with photography and measured drawings, and excavated by opposing quarters in stratigraphic levels. All artifacts will be collected according to stratigraphic provenience within the quarters. Both exposed profiles of the first two excavated quarters will be recorded to document full profiles across the north-south and east-west axes. As appropriate, macrobotanical samples will be taken from the unexcavated quarters, and pollen/phytolith samples will be taken from the soil just above the feature base in the last quarter to be excavated.

Anomaly 3

Anomaly 3 is a large, oval anomaly identified as a potential cellar pit, situated on the edge of the landform overlooking a small drainage. It measures approximately 19 feet north-south by 13 feet east-west and is about two feet deep. One 1x1-meter unit will be placed across the southwestern edge of Anomaly 3 to expose it and gain an understanding of how it contrasts against the surrounding subsoil. Following the test unit excavation, the anomaly will be exposed through mechanical stripping and will have

a 5-by-0.5-meter trench cut across its center on the east-west axis to expose it in profile and identify any stratification. It will then be excavated in four 2x2-m units in a checkerboard pattern in 10-cm levels within observed stratigraphy, with all artifacts collected. Profiles will be recorded from all four units. Macrobotanical and pollen samples will be taken similarly to Anomaly 2.

Mechanical Stripping

The plowzone within the ROW will be mechanical stripping after all manual excavations described above have been completed. A backhoe equipped with a smooth-edged bucket will remove the plowzone to the depth of the subsoil interface to search for post holes, log sill stains, or other subtle structural features that may have been undetectable in the geophysical survey. Approximately 0.17 acres of ground surface will be exposed within the site in this manner. Any soil anomalies exposed in the stripped area will be documented through photography and plan view drawing, and investigated for cultural origin, function, and temporal affiliation. Postholes will be bisected, while linear surface stains representing possible log sills will have sections cut through perpendicularly to examine them.

Supplemental Mechanical Stripping and Anomaly Excavations

Additional investigations at this site are recommended if right of entry is secured to excavate on the prison property south of the ROW. The mechanical stripping of the plowzone to expose Anomaly 3 should be extended south to encompass Anomalies 1 and 5, along with the expanded metal detection area. The additional stripping will allow for a greater chance of identifying structural evidence of a pioneer cabin and associated features.

Anomaly 1, a probable well, is about 1.7 meters wide and at least a meter deep. If truly a well, it holds the greatest potential to yield significant data about the occupation of the site. Wells were often used as trash receptacles when a farm was abandoned. If that is the case, the well could contain a wealth of information about the occupation from the first three decades of the nineteenth century.

The shaft feature will be documented at the surface of the stripped area through plan views and photography. One half will be selected for excavation, which will proceed according to observed stratigraphy. Excavations will pause at 50 cm below the surface of the stripped area to allow for the removal of soils around the selected half of the anomaly to expose the profile (including the section of the well lining). Excavations will proceed in this manner to a depth of 1.5 m (5 feet) below the exposed surface. At this time, the project archaeologists will consult with ODOT and OHPO archaeologists and WCTID on how best to proceed. Full excavation of the well may require excavating a wider area around the feature with a backhoe to meet trench safety requirements.

Anomaly 5 is a possible shallow pit/tree fall divot, about 3.5 m wide and perhaps about 50 cm deep. Anomaly 5 will be investigated similarly to Anomaly 3. Anomalies such as post holes or small pits will be excavated as noted above.

6.2 33WA0758 (WEST BRICK LOT)

This site is minimally impacted by the project with most of the anomalies located outside of ROW. Anomalies 1, 2, 10, 11, and 12 are wholly or partially within ROW but avoided by construction (Figure 8). However, they lie immediately adjacent to the construction limits and require monitoring during construction to assure their avoidance. A construction plan note calls for their locations to be marked prior to construction with an ODOT prequalified archaeologist present to monitor construction. If construction will

have an unanticipated impact on any of these anomalies, the work will stop until the following tasks are completed for any and all impacted anomalies. As the monitoring will occur after the completion of the data recovery fieldwork, an addendum monitoring report will be prepared for the West Brick Lot.

Anomaly 1 (Communal House) and Anomaly 2 (Pottery Shop)

The front walls of the Communal House and Pottery lie on or just inside the ROW line. The corners of both walls will be determined by probing and staked prior to construction. If they cannot be avoided, the archaeology monitor will expose and record that portion of the wall prior to the construction impact.

Anomaly 10 (flagstone path)

The corners of the flagstone path will be determined by probing and staked prior to construction. If it cannot be avoided, the archaeology monitor will expose, record, and remove the path prior to the construction impact.

Anomalies 11 (small pit) and 12 (debris field)

The center of the small pit and perimeter of the debris fill will be staked prior to construction. If they cannot be avoided, the archaeology monitor will expose, cross section, and record the pit and will sample across the debris fill with a transect of 50 cm test units at 5 m intervals.

6.3 33WA1038 (BRICK CLAMP SITE)

Data recovery at the Brick Clamp Site calls for a three-stage investigation of the brick concentration, which covered a roughly 150-foot-diameter area in the northeast corner of the field adjacent to the prison's east entry driveway (Aument 2021; Figure 9).

Geophysical Survey

The first stage of investigation calls for a geophysical survey to locate the brick kiln along with any ancillary structures to focus the subsequent excavations. The geophysical survey will extend past the project ROW to encompass the entire brick scatter and will allow for detection of ancillary features beyond a kiln, such as clay puddling and mixing pits, posts from sheds and drying racks, etc. The ground penetrating radar and gradiometer surveys will cover approximately 2400 square meters.

Scatter Sampling

The brick scatter will be sampled with sampling blocks of STUs, with nine STUs per block on a ten-foot interval. The STUs will measure 50 cm by 50 cm and will be excavated to the subsoil interface. The principal investigator will situate the blocks based on the results of the geophysical survey. All bricks will be weighed and samples of whole or mostly whole bricks will be kept to capture the variety of wasters and non-waster bricks. All other bricks and brick fragments will be left in the field. Apart from modern material, all other artifacts in the STUs will also be collected.

Mechanical Excavation

If the geophysical survey identifies the kiln and associated features, mechanical stripping will remove the plowzone over the identified anomalies, assumed to be at the subsoil interface as the site location is in an actively plowed field. Once exposed, the entire kiln will be cleaned and documented through photography and measured drawings. If the kiln remnants include brick structures, the bricks from these structures will be sampled for comparison with other Shaker sites to determine if they can be directly connected with this site. If there are puddling/mixing pits and posts, they will be bisected with one half excavated and the other half left in place to recover

information about their construction and contents. Significant artifact deposits are not anticipated at this site from these types of features, so the other half of these features will not be excavated unless the results of excavating the first half indicates otherwise.

6.4 33WA1039 (WEST FRAME LOT)

Data recovery at the West Frame Lot covers the entire ROW south of US63 extending 1,050 east-west across the front of the prison farmyard (Figure 10). The remnants of three Shaker buildings, the Communal House and two large shops, are expected within this area. While the eastern portion of the site within the project ROW was subjected to geophysical survey, subsequent Phase I archaeological survey indicated that further geophysical studies were required for the western half of the farmyard, particularly to identify the locations of the two shop buildings. The DRP provides the additional geophysical survey coverage to locate the shops and to identify any additional features associated with the Shaker and tenant farm occupations. Subsurface excavations will occur after the geophysical survey is completed. Potentially three entire building foundations with cellars will require full excavations, along with three geophysical anomalies that do not represent buildings. In addition, right of entry will be sought to perform some minimal investigations of Anomalies 4 and 7 and the space between the Communal House foundation and the standing Kitchen building.

Close-Interval Shovel Test Units

Four sample blocks will be placed at the West Frame Lot, with their placements determined through analysis of the initial and additional geophysical survey results. The STUs will be 50 cm by 50 cm in size and excavated to the subsoil interface. The STUs will be arranged in 20-foot-square blocks with nine STUs in each block at 10-foot intervals, like those proposed at the Brick Clamp Site. The purpose of the sample blocks is to recover a robust artifact sample for comparison with other Shaker archaeological assemblages and to address the research questions regarding artifact discard patterns in yard spaces.

Anomaly 1 (Communal House)

The Communal House measures roughly 50 feet wide by 40 feet long, with an exterior cellar entrance on the southwest corner. The house was originally of frame construction and presumably had a stone foundation like the other Communal Houses at Union Village. Investigation of the full footprint of this building offers a fantastic opportunity to compare its structure with that of the previously excavated North Family Lot communal house. Investigations of the West Frame Lot communal house will begin by placing 2x2 m units on the northwest and southeast corners. These units will expose the foundation, test for the presence of builders' trenches and the utility line off the southeast corner, and identify the composition and depth of the fill inside the cellar.

Based on the results of the units, a backhoe will remove the cellar fill to a depth of one foot above the confirmed floor level. At this point, the excavations will switch to manual removal of fill to fully expose the floor and to clean the interior cellar walls and any interior features, such as chimney bases or walls. After the interior of the cellar has been fully cleaned, excavation units will be placed at selected locations (assuming the floor was not covered with poured concrete in the United Brethren period). The units will be placed to test for floor deposits and located in relation to features (crossing into a chimney base, in a corner, near the cellar entrance, etc.). At least five test units of varying sizes (1x1, 1x2, or 2x2 m) will be excavated within the Communal House cellar given that the floor is dirt or brick. Finally, brick features will be sampled for bricks to

compare with bricks recovered at other Shaker sites, particularly from the Brick Clamp Site.

Frame Shop and Brick Shop (Lard House and Pork Shop/Slaughterhouse)

Presumably the geophysical survey will reveal the full footprint of these two shop buildings, as the historical photograph of the Pork Shop/Slaughter House reproduced in Aument 2021 shows a cellar. If cellars are present, they will be investigated using the same protocol as for the Communal House. If the Frame Shop is shown to not have a cellar, a combination of excavation unit and controlled mechanical stripping will expose the remnants for documentation. Between five and ten large test units (1x2 or 2x2 m) may be required at each building location, depending on their individual circumstances.

Anomaly 2

Anomaly 2, a roughly oval pit feature, measuring 3-4 feet across and at least 3 feet deep does not contain magnetic material in its fill. The anomaly lies within a larger anomaly, Anomaly 3 (consisting of a cluster of magnetic material; see below). Pit features near building locations have been documented at the North Family Lot, and a similar anomaly was detected near the Pottery Shop at the West Brick Lot during the 2019 geophysical survey for this project.

A single 2x2-m unit placed over the anomaly will be sufficient to fully expose and excavate it. Once exposed, it will be drawn and photographed in plan view, then bisected and one half excavated in stratigraphic levels to expose a profile. The profile will be photographed and drawn, then macrobotanical samples will be taken as deemed appropriate. The remaining half will then be excavated, with a pollen/phytolith sample taken from the soil just above the base of the feature.

Anomaly 3

Anomaly 3 is a cluster of highly magnetic objects west of the Communal House, measuring about 33 feet by 30 feet. It does not appear to represent a building as it has no associated GPR anomalies, apart from Anomaly 2, an apparent pit. The cluster's location suggests it is probably a refuse pile from the Communal House demolition. If the nature of the anomaly has not been sufficiently determined and sampled through the close-interval STU testing and excavation of the 2x2-m unit over Anomaly 2, then two 1x1-m units will be excavated here to obtain a sample of the artifacts in this cluster to allow it to be identified as to origin and function. If the test units reveal evidence of a former building, then the footprint will be exposed by careful mechanical stripping of the topsoil. As noted previously, there are no GPR anomalies suggesting of a building, so any building remnants that could exist are expected to be ephemeral and shallow.

Anomaly 6

Anomaly 6 was identified as a possible area of fill in the geophysical survey with no associated cluster of iron objects. It does not appear to represent a Shaker feature. A line of close-interval STU excavations across this anomaly will provide an artifact assemblage and stratigraphic information to determine its nature and composition. The STUs will be 50x50 cm in size and spaced at 10-foot intervals. Further excavations may be needed if it becomes evident that the anomaly is a cultural feature rather than a natural deposit of soils with a differing soil texture.

Anomaly 9 (Possible Shaker Road/Aqueduct)

Anomaly 9, several linear anomalies correlate primarily to post-Shaker prison utility lines, excepting one large linear anomaly that may represent an early Shaker road or aqueduct. This anomaly is located 280 feet east of the Communal House and extends

approximately 73 feet north-south by 14 feet east-west. A single backhoe trench, 20 feet long and four feet wide, will be placed perpendicularly across the anomaly. The trench excavation will halt when the surface of the anomaly can be distinguished from the surrounding soil. At this point, it will be photographed and drawn in plan view. The mechanical trenching will then proceed until the anomaly is fully exposed in profile with the natural subsoil evident below its base. The anomaly will then be recorded in profile through photography and plan view. If deemed appropriate, artifact and/or pollen/phytolith samples may be taken, dependent on the actual characteristics of the anomaly (i.e., it presents as a stratified trench related to use as an aqueduct).

Supplemental Investigations

If right of entry to the prison property south of the ROW can be obtained, supplemental investigations are proposed at two locations, to be done in conjunction with mechanical excavations at the site. These supplemental investigations are intended to answer research questions about Shaker site structure and architecture. The first location is the space between the Communal House foundation and the standing Kitchen. One research question focuses on the physical relation of the rear kitchens to Shaker communal houses. The few Shaker drawings of houses and kitchens from their maps are usually interpreted to show the kitchen as an attached rear wing to the house. Photographs of communal houses and kitchens elsewhere at Union Village shows that at least by the twentieth century, these two buildings were usually connected. It has been previously assumed that the buildings were constructed with that connection in mind, but archaeological work at the North Family Lot suggests that connecting the two building types was a later event. The space between the West Frame Lot Communal House and the Kitchen is wider than at other lots, measuring 26 feet. This space will be trenched with the backhoe to determine if there is any evidence for a connection between the two buildings. The trench will be four feet wide and 50 feet long, which will adequately cover the space between the Communal House and Kitchen. If a connecting foundation is exposed, it will be photographed and documented, then reburied to preserve it.

The second location for supplemental excavations is at Anomalies 4 and 7, located east of the Communal House and just south of the ROW. These two anomalies are thought to represent the Washhouse foundation and an associated well or cistern. As with the space between the Communal House and Kitchen, the backhoe will be used to remove the topsoil until the surfaces of the anomalies are exposed. They will be photographed and documented, then reburied to preserve them for any potential future investigations beyond the scope of this project. Confirming the Washhouse location will help in reconstructing the historical development and appearance of the lot.

The supplemental excavations will serve to confirm significant Union Village archaeological resources still exist on ODRC property at the prison dairy farm. This information will assist ODRC during any future property sales, as anyone purchasing the property will have to comply with Section 106 of the NHPA if the development has a federal nexus and will need to be aware of this responsibility. It is beyond the scope of this project to assist ODRC with any further investigations or recommendations for treatment or preservation of Union Village resources under their purview.

6.5 DISCRETIONARY EXCAVATIONS

All four sites are recognized to have complex archaeological records, and some areas within the sites may require investigations beyond what is currently proposed here, particularly in areas undergoing additional geophysical survey. A limited amount of additional mechanical and manual excavations will be accounted for in the cost for this

project to address the need for the principal investigator to adjust the fieldwork strategy and investigate new areas of archaeological interest that were not initially recognized by the previous fieldwork results or have been newly indicated through the additional geophysical survey. Any additional excavations will be coordinated with WCTID, ODOT, and OHPO, along with the MOA consulting parties, prior to commencement.

6.6 SPECIAL ANALYSES

Special analyses for this project are aimed at recovering information about the environment of Union Village, Shaker economics related to agriculture and the production of seeds and herbal medicines, and Shaker diet. We will attempt to obtain data pertaining to these research domains through the analysis of pollen/phytolith and macrobotanical soil samples, as well as faunal remains. These types of analyses were used to good effect at the North Family Lot and supplemented information from archival research about economics and diet at that location. If good environmental data can be obtained from tightly dated feature contexts at sites 33WA0404 and 33WA1039, it can build upon the datasets from the North Family Lot and will help to establish a broad understanding of the Shaker landscape. Pollen/phytolith samples will be taken from the bases of pit features and from other sealed contexts as deemed necessary. Macrobotanical samples will be taken from the fill of pit features and elsewhere as deemed situationally appropriate. These samples will be submitted to a qualified analyst with experience in analysis of archaeological botanical material for investigation.

Faunal remains, if recovered in sufficient quantity, will require the services of a qualified faunal analyst with experience in investigating nineteenth century assemblages. The analyst will draw upon the faunal report for the North Family Lot (included as an appendix to Volume 3) for report format and data classes to ensure that the data is comparable between the sites. If there is a large volume of faunal remains recovered by the excavations, a representative sample of the faunal assemblage may be selected for analysis rather than the entire amount.

L&A will select analysts to conduct the ethnobotanical and faunal studies that have previous experience with analysis of historical-period samples and assemblages. L&A has working relationships with experienced analysts and foresees using them for this work. If these consultants are for whatever reason unavailable, L&A will seek out comparable consultants with the same level of expertise to conduct the analyses.

7.0 ARCHIVAL RESEARCH

Archival research for this project will be coordinated with ODOT cultural resources staff, who amassed significant information from previous academic and cultural resources management work on projects at Union Village. L&A anticipates research trips to the Warren County Historical Society, the Warren County Recorder/Register of Deeds, and similar institutions to review the documentary record pertinent to the four sites. L&A will also reach out to Hardlines Design Company and the Ohio History Connection for project records from the 2005 North Family Lot project that may not be archived with the Warren County Historical Society collections. These records may contain transcripts produced during the 2005 investigations of Shaker diaries and other documents that will be useful in answering the research questions for the current project.

Warren County Historical Society possesses copies of the microfilm rolls of the Library of Congress' Shaker record collection, which will be reviewed for specific information regarding the four sites and general information about the late conversion to tenant

farming of Shaker lands and family lots. The Lebanon Correctional Institution and the Otterbein Heritage Center at Otterbein Senior Life Lebanon will also be contacted to review their early records that may pertain to the use and eventual demolition of Shaker buildings at the West Frame Lot and West Brick Lot. These sources will be supplemented by review of contemporary newspaper accounts of Union Village and secondary sources and comparable archaeological and historical investigations at other Shaker communities.

In addition, research will focus on gathering comparative data from archaeological projects conducted at other Shaker communities, both within the Midwest and Northeast United States. This data will allow for a greater understanding of the information recovered by this data recovery and permit the opportunity to expand the knowledge of Shaker adaptations to a changing society.

8.0 PROTOCOL FOR UNANTICIPATED DISCOVERY OF HUMAN REMAINS

The possibility exists for encountering human burials at any archaeological site. Historic-period human remains were reportedly encountered at the West Frame Lot in the 1960s. If human remains are identified in an excavation, the general protocol outlined in the MOA will be followed. No excavation of human remains will occur until after a treatment plan has been developed addressing the circumstances of the discovery. A buffer zone of 15 feet around the human remains will be established and no further excavations will occur until the treatment plan is developed and approved for implementation. Any human remains that are uncovered will be re-covered with a protective layer of soil, taken, if possible, from material already screened for artifacts. The remains will remain covered until a treatment plan is designed in consultation with local officials with jurisdiction, the MOA signatories and consulting parties and, if American Indian remains with American Indian tribes having ancestral connections to Warren County.

9.0 CURATION

The director of the Ohio History Connection is responsible for the final deposition of a site artifact assemblage from State of Ohio public lands. Therefore, the site artifact assemblages from the data recovery excavations will be offered to the Ohio History Connection and prepared according to their curation guidelines and standards, unless instructed by the OHC director to curate at a different federally compliant facility, as defined by 36 CFR 79.

10.0 REPORTING AND PUBLIC EDUCATION

A full report of findings and interpretations will be prepared after fieldwork and artifact/sample analyses are completed. The report will follow the format and style of the report for the North Family Lot data recovery project. That report was written to be broadly accessible to a wide public audience. It resulted in a four-volume set that included a project overview and context volume, a volume on the landscape and architecture, a volume on social history and demographics, and a special volume focused on the ceramics industries of Union Village. We anticipate a three-volume set following the same general format can be produced for this project, with an addendum report issued for the monitoring activities at the West Brick Lot. While we anticipate our findings will expand the data in the ceramics volume of the North Family Lot report, the information will likely occur as an appendix to the first volume rather than a stand-alone volume. Certain common historical contexts will not be included in this report but will instead direct the reader to the North Family Lot report. In a sense, the

goal is to make the reporting of this project a sequel of sorts to the 2009 North Family Lot volumes.

We anticipate that the Ohio Department of Transportation will want to make the reports publicly available on their website along with the North Family Lot report. In addition to the electronic version in PDF, 14 hard copies of the report will be prepared for submittal to the MOA signatories, consulting parties, and also to the following repositories: Network of American History Research Centers at the Blegen Library, University of Cincinnati and the Western Reserve Historical Society Library, Cleveland; Special Covington Collections, King Library, Miami University, Oxford, Ohio; Special Collections & Archives, Paul Laurence Dunbar Library, Wright State University, Dayton, Ohio; the Dayton and Montgomery County Public Library; the Cincinnati Public Library; and the Shaker Museum and Library at Sabbathday Lake, Poland, Maine.

Finally, a presentation should be prepared for the Ohio Archaeological Council. A presentation should also be done for the local chapter of the Archaeological Society of Ohio and for the Warren County Historical Society. The presentations will condense the findings of the data recovery project and focus on the findings deemed most interesting for the target audience. Further presentations on this project may be done upon request or as part of academic conferences.

11.0 SCHEDULING AND LOGISTICS

The testing methods outlined in this DRP are based on a set of assumptions regarding site access and scheduling. All the methods assume that unfettered access to the site is obtained. The supplemental geophysical survey should occur in the Fall or early winter of 2021 when crops have been harvested and the fields can be prepared to allow efficient survey. This preparation may involve discing the fields to remove any standing corn stalks and provide a reasonably level surface to accommodate GPR and gradiometer carts. This time frame will allow for the processing of data and transmittal of that information to the archaeological consultant for incorporation into the data recovery fieldwork scheduling. It also will permit revision of the DRP if unanticipated anomalies are identified requiring excavations beyond what is projected by this document. Archaeological excavations are projected to begin in early Spring of 2022, likely commencing in mid-March, and will extend to the middle of May, covering approximately 8 calendar weeks in the field. A management summary outlining the results of fieldwork will be issued electronically to the MOA signatories and consulting parties two calendar weeks after the conclusion of fieldwork. Post-field labwork (artifact cleaning, cataloging, and analysis) is projected to take five calendar weeks after the end of fieldwork. Research activities will require a minimum of four calendar weeks and will include intensive work at the Warren County Historical Society, where copies of the Library of Congress' Union Village documents are kept on microfilm (obtained during the North Family Lot project). Report production is estimated at 12 to 16 calendar weeks. In all, the full completion of the data recovery project will take approximately one calendar year.

Responsibilities

L&A will be responsible for carrying out all aspects of fieldwork outlined in this DRP, including the contracting of geophysical survey and the analysts for macrobotanical, pollen/phytolith, and faunal studies. It is expected that ODOT/the Warren County Transportation Improvement District will arrange all site access issues and handle media requests. L&A personnel will not communicate with media unless previously authorized by ODOT/the Warren County Transportation Improvement District. Special analyses on artifacts and soils will be contracted out to experts in the related fields by L&A. Any alterations to this DRP that may be required due to unexpected circumstances during fieldwork will be negotiated with ODOT/the Warren County Transportation Improvement District, OHPO, and consulting parties as applicable.

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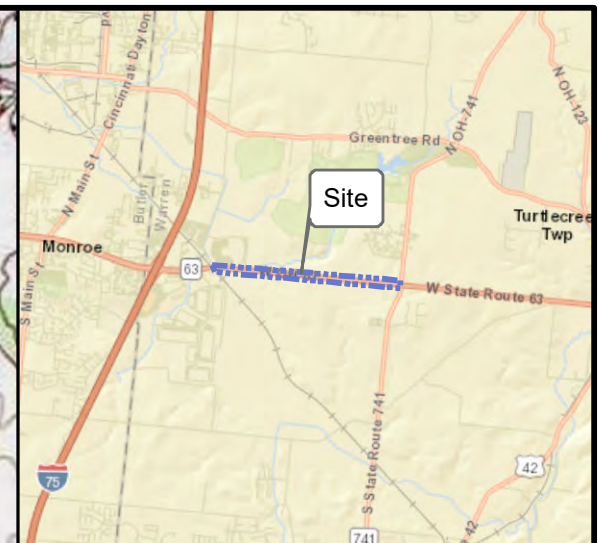
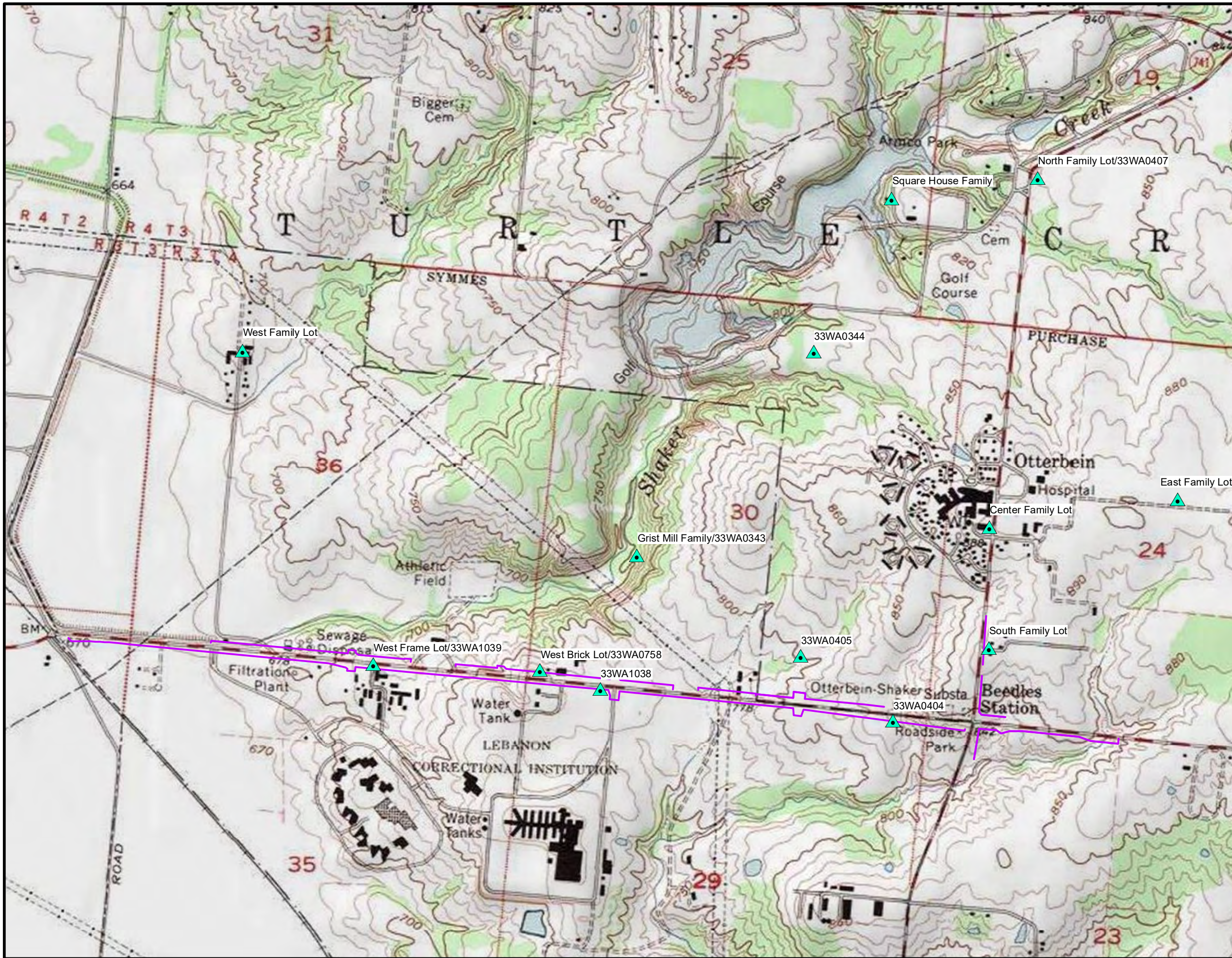
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13.0 FIGURES



Site Location Map

Legend


-  Site Location
-  New ROW

N


0 500 1,000 2,000
Feet

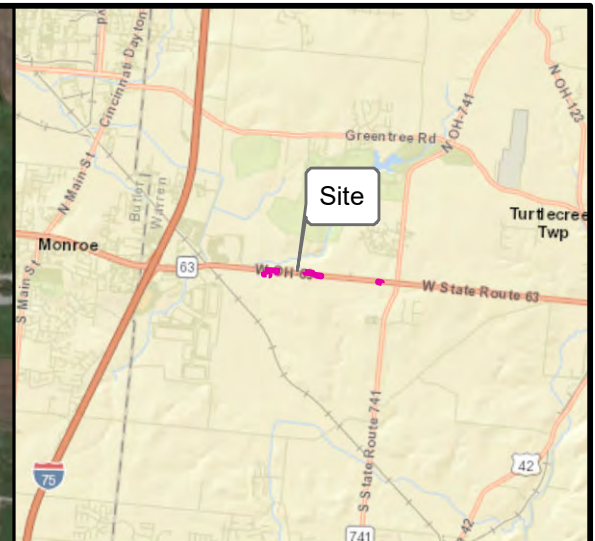
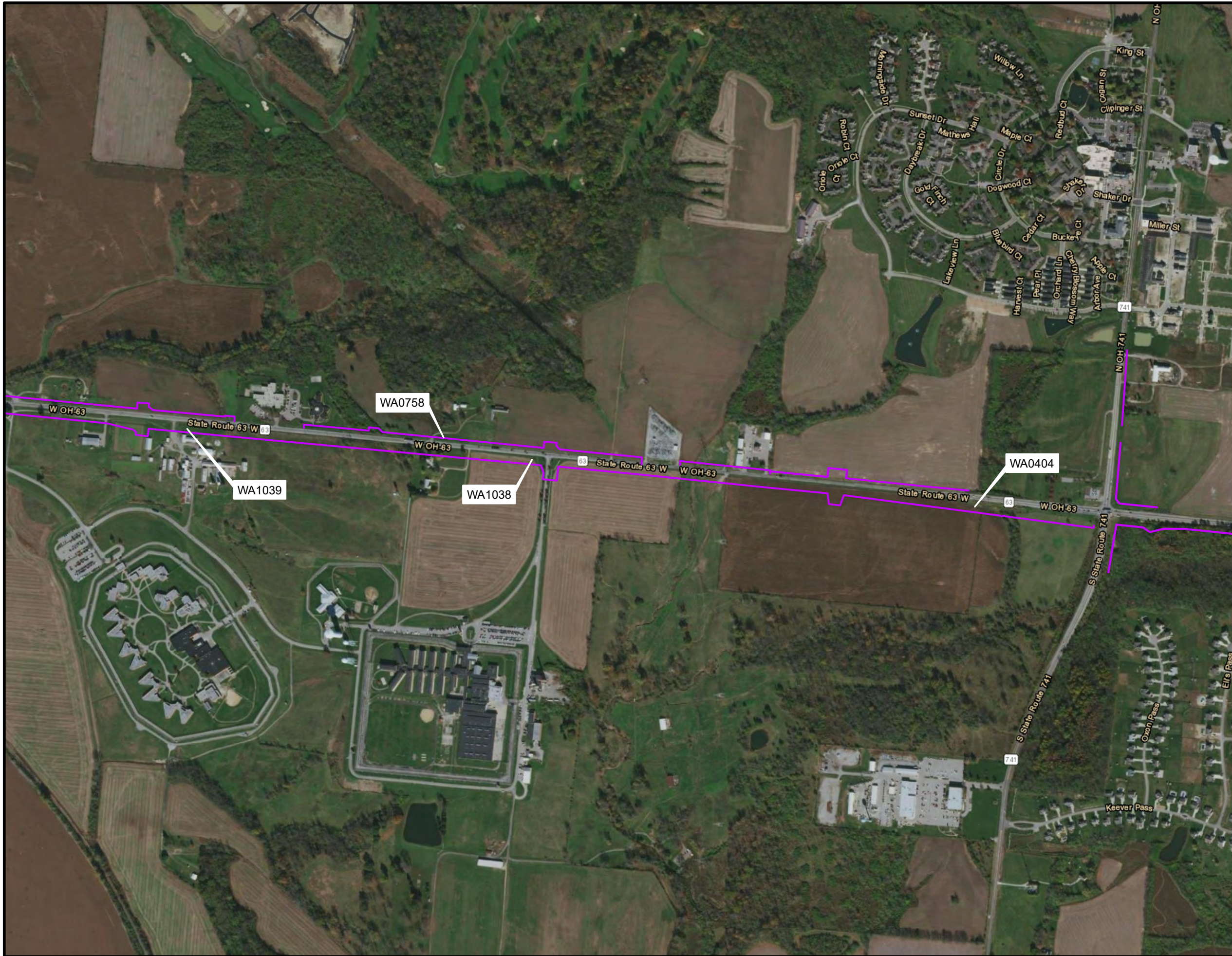
WAR-SR63-0.83
PID: 112121

Modern Topographic Map
 Showing Site Locations and
 Union Village Family Lots



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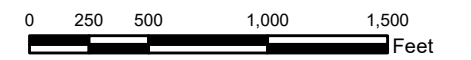
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Site Location Map

Legend

— New ROW



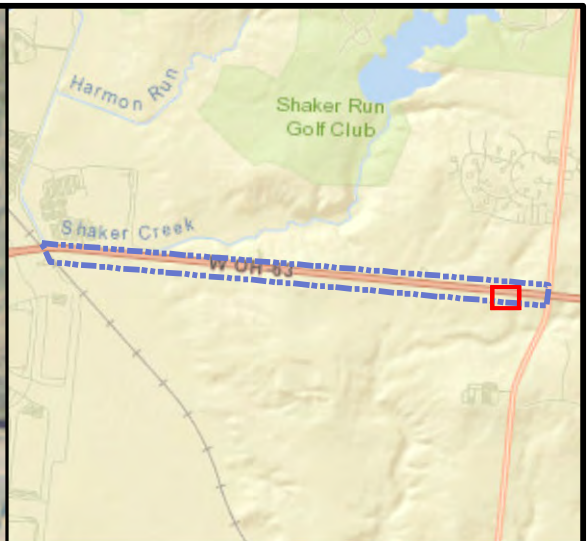
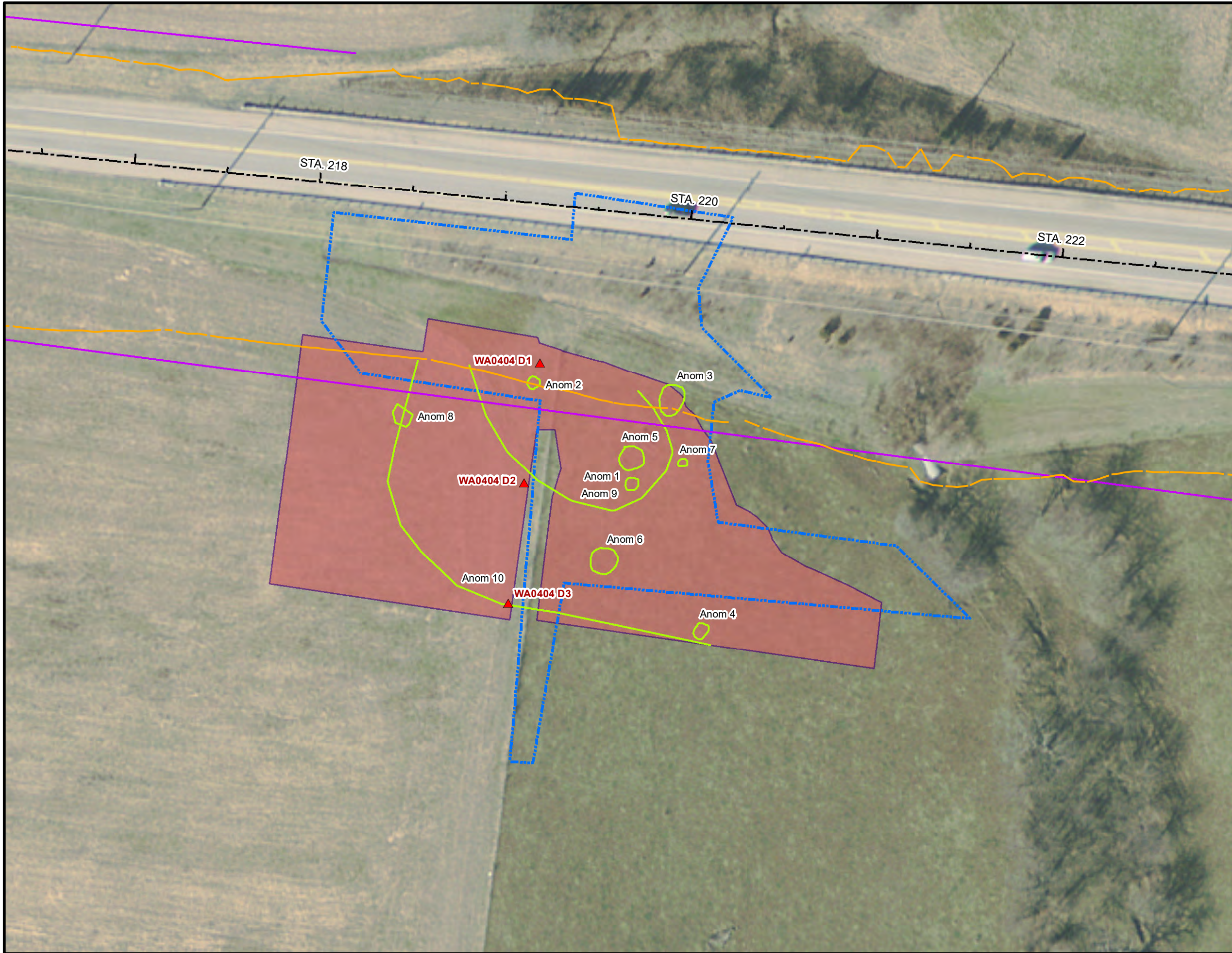
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Modern Aerial Imagery
 Map of Site Locations










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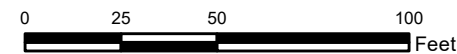
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Extent Indicator Map

Legend

-  New ROW
-  Construction Limits 10-13-21
-  Proposed Centerline
-  Datums
-  Anomaly
-  WA0404 Phase I
-  Geophysical Survey Area



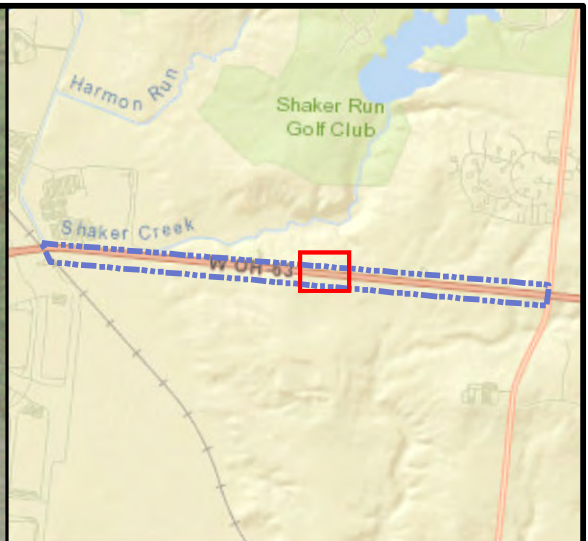
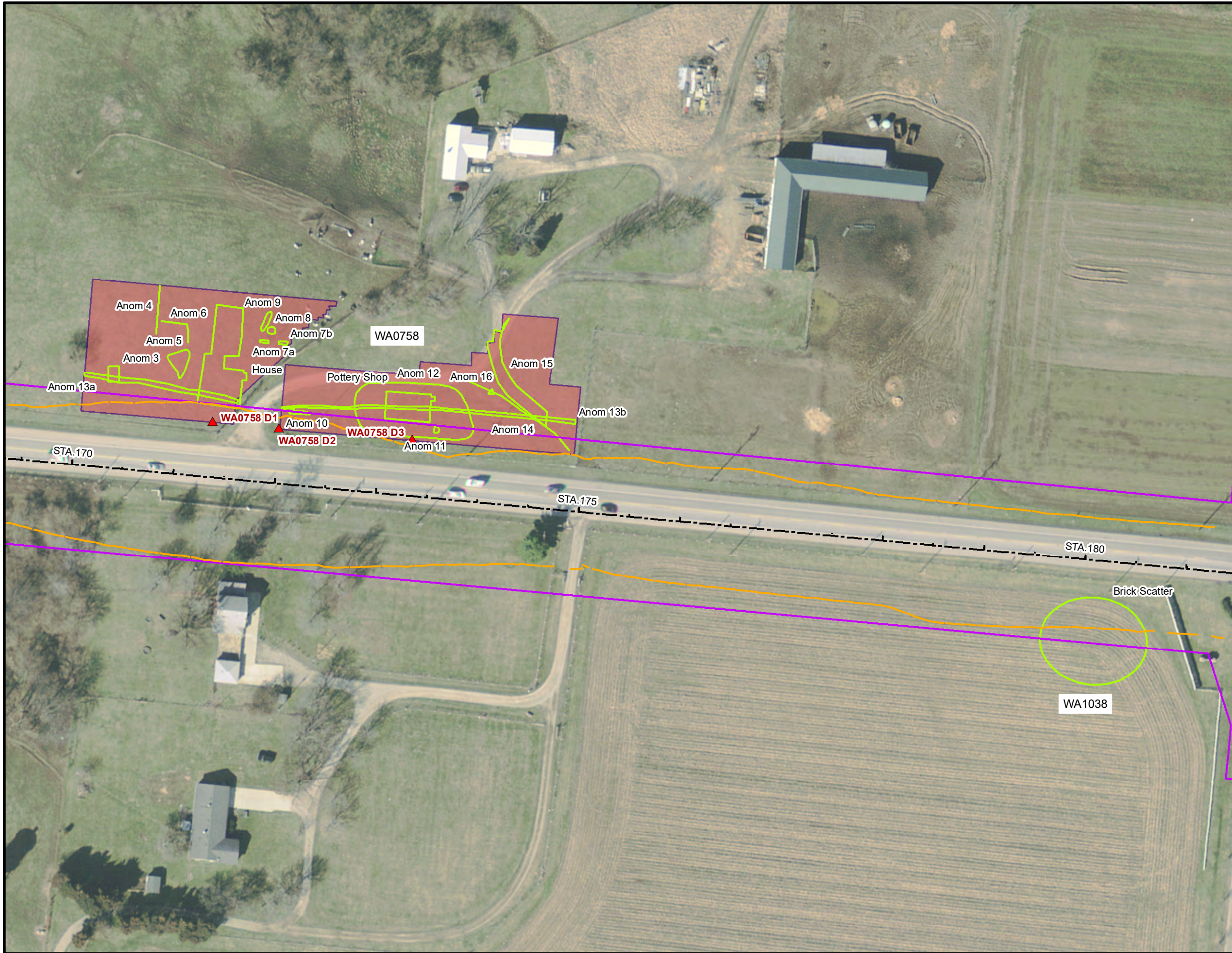
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Previous Investigations
 WA0404



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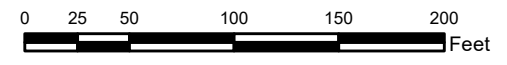
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Extent Indicator Map

Legend

- New ROW
- Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly
- Geophysical Survey Area

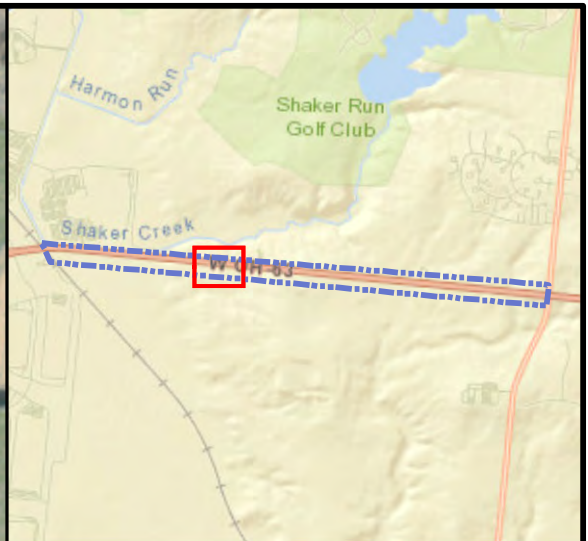


WAR-SR63-0.83
PID: 112121

Previous Investigations
 WA0758 & WA1038



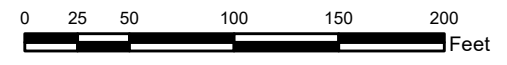
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Extent Indicator Map

Legend

- New ROW
- Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly
- Geophysical Survey Area

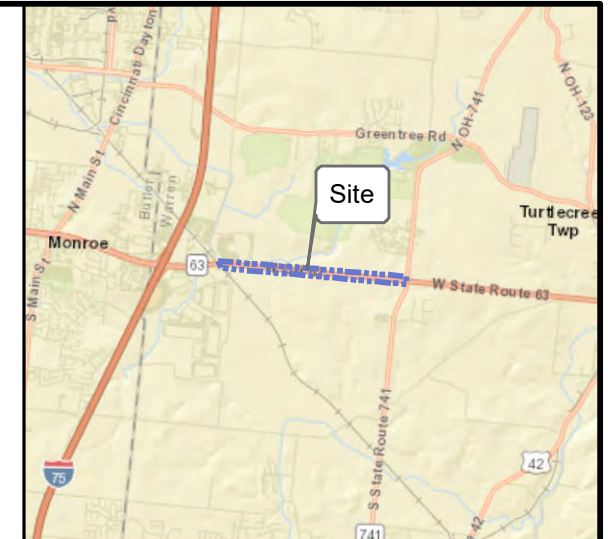
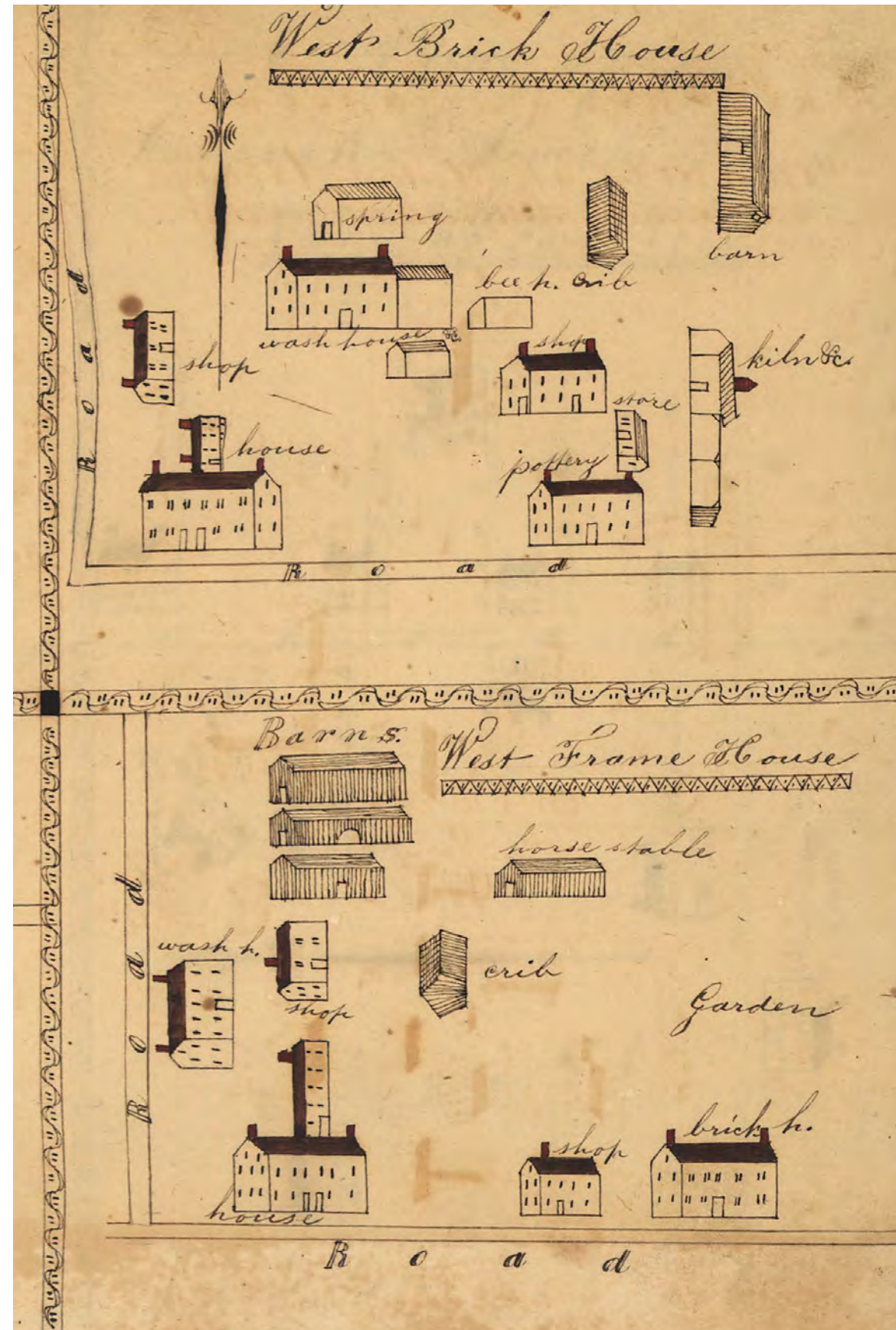


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Previous Investigations
 WA1039



Date: Oct 2021	Approved by: SSD	L&A No. 20-0430	Figure 5
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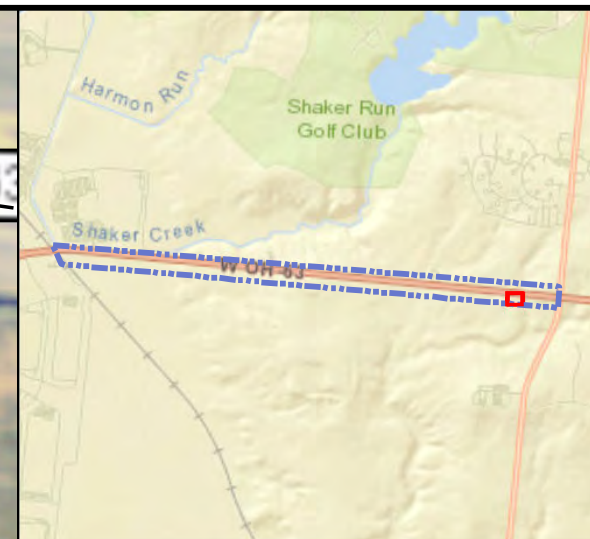
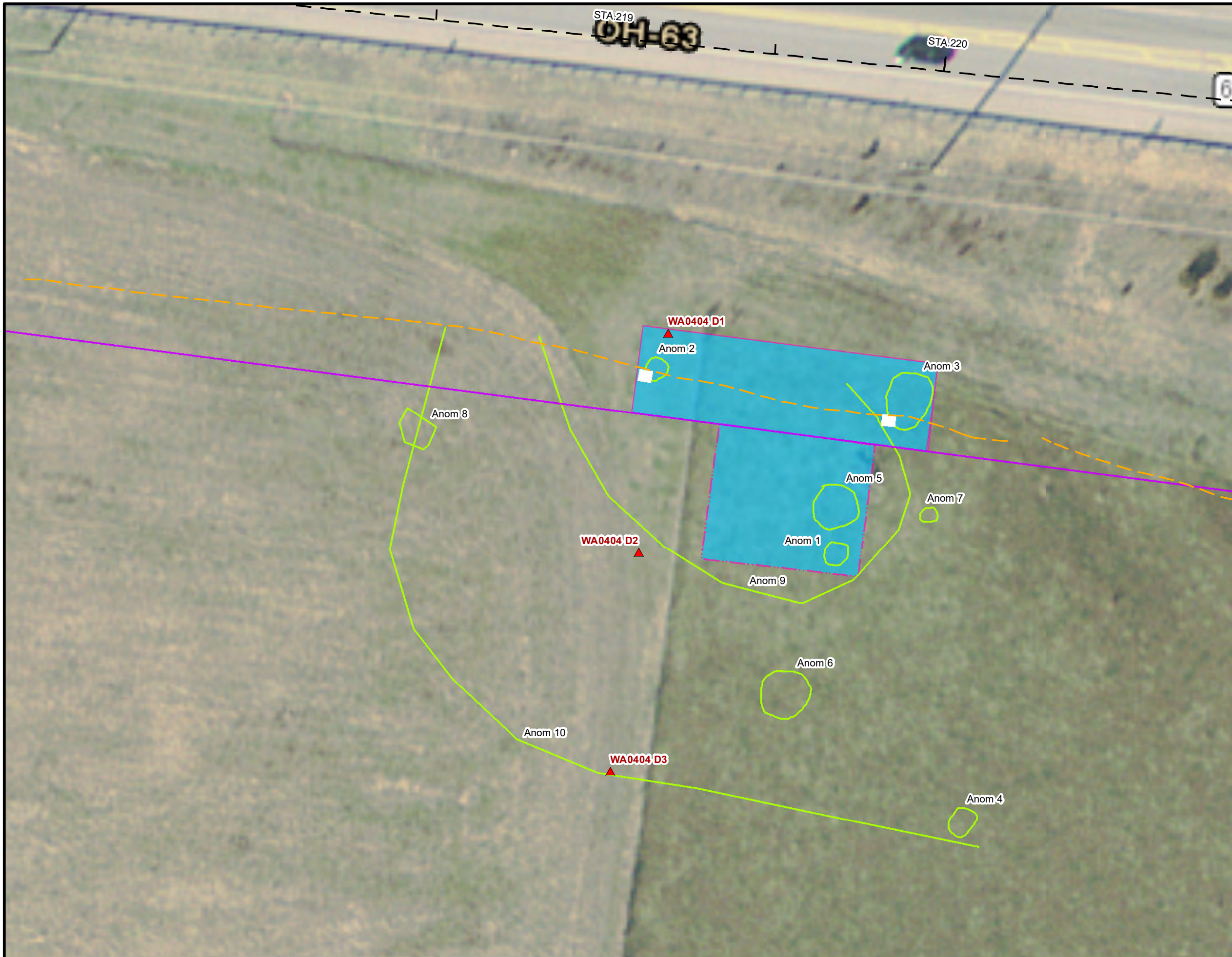
Site Location Map

WAR-SR63-0.83
PID: 112121

1835 Maps of the West
Frame and West Brick Lots



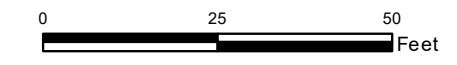
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Extent Indicator Map


Legend

- New ROW
- - - Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly
- Manual Excavation
- Mechanical Excavation
- Supplemental Excavation



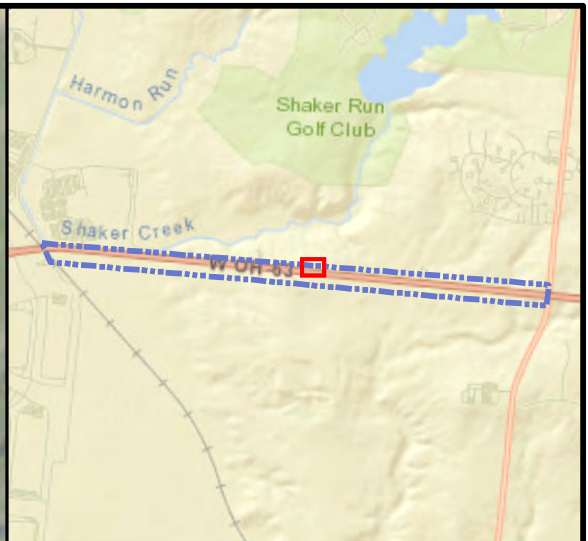
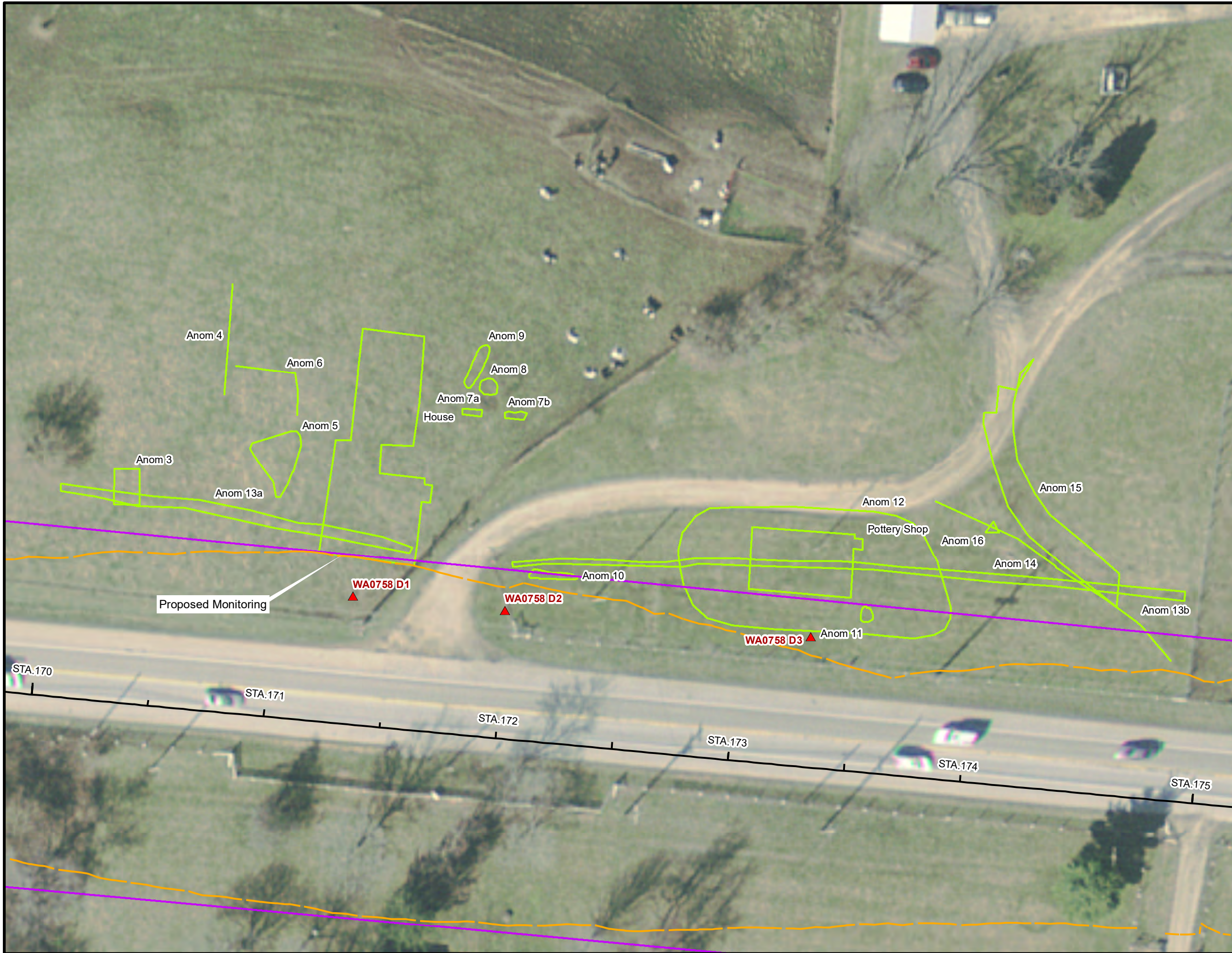
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Proposed Investigations
 WA0404



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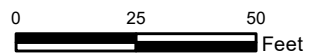
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Extent Indicator Map

Legend

- New ROW
- - - Construction Limits 10-13-21
- - - Proposed Centerline
- ▲ Datums
- Anomaly



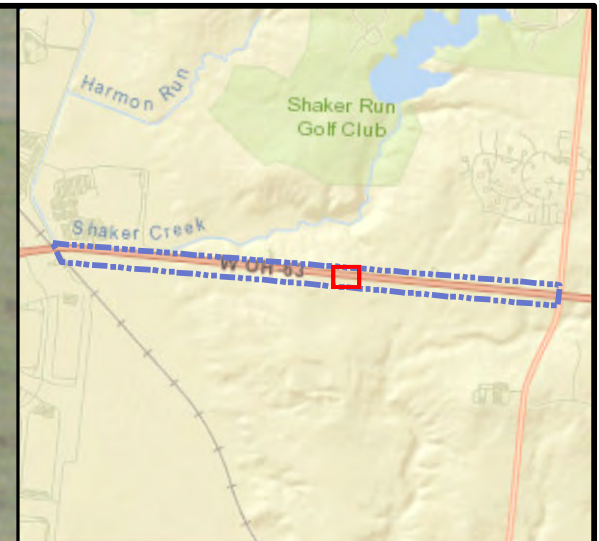
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Proposed Investigations
 WA0758



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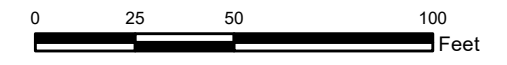
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Extent Indicator Map

Legend

- New ROW
- - - Construction Limits 10-13-21
- - - Proposed Centerline
- Anomaly
- Geophysical Survey Area

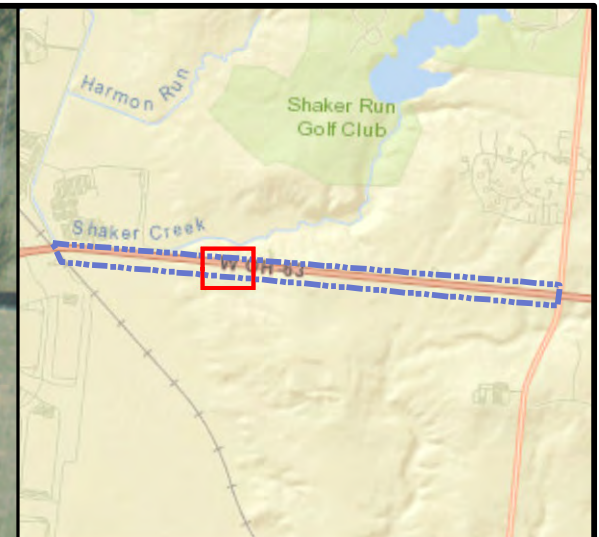
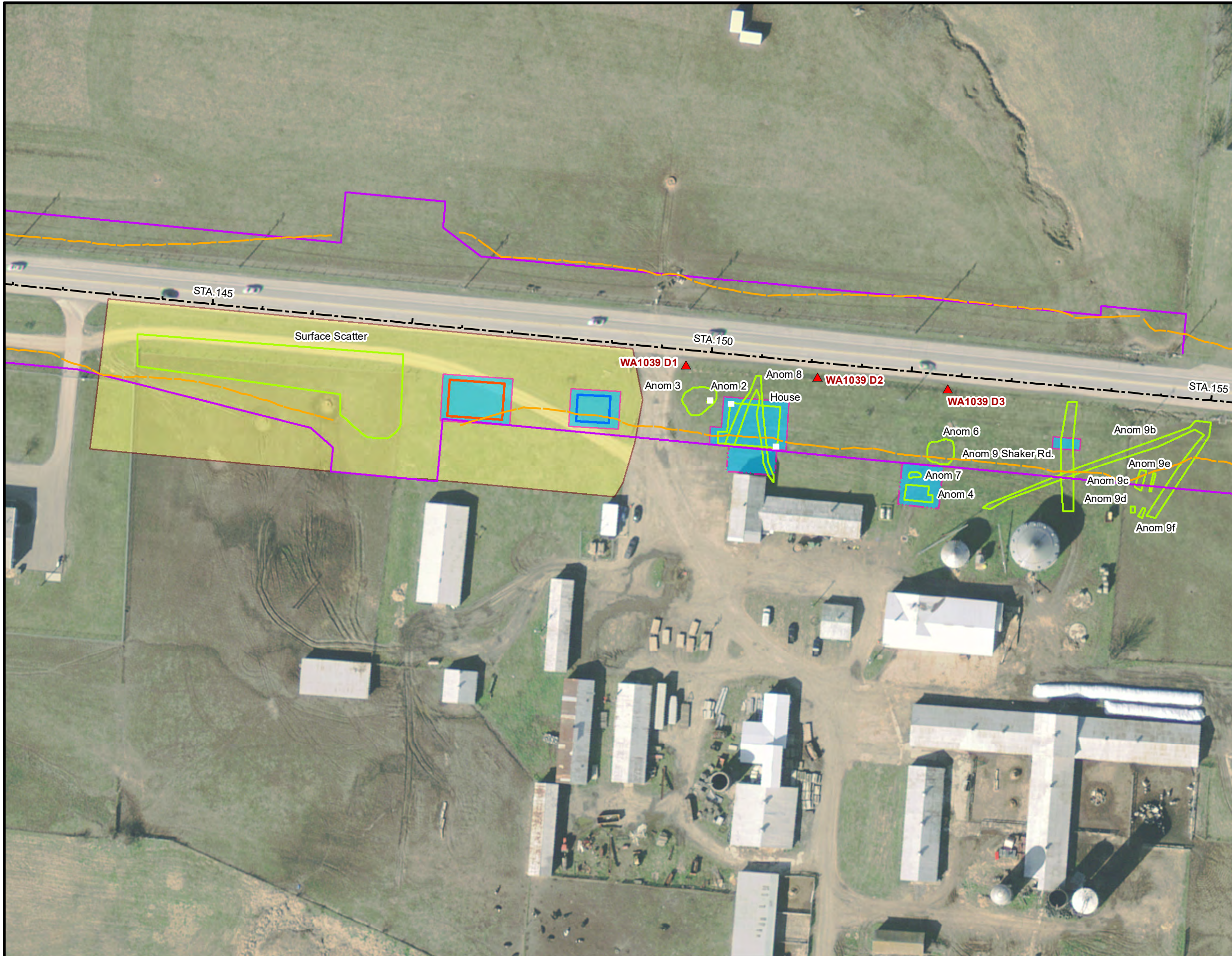


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Proposed Investigations
 WA1038



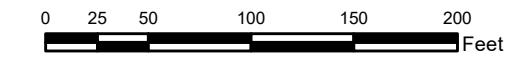
Date: Oct 2021	Approved by: SSD	L&A No. 20-0430	Figure 9
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Extent Indicator Map

Legend

- New ROW
- Construction Limits 10-13-21
- Proposed Centerline
- Datums
- Projected Lard House
- Projected Pork House
- Geophysical Survey Area
- Manual Excavation
- Mechanical Excavation
- Supplemental Excavation



WAR-SR63-0.83
PID: 112121

Proposed Investigations
 WA1039

Lawhon & Associates, Inc.

Date: Oct 2021	Approved by: SSD	L&A No. 20-0430	Figure 10
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LEGAL NOTICE TO CONTRACTORS

The Warren County Transportation Improvement District (WCTID), in cooperation and coordination with the Warren County Engineer's Office, will be accepting sealed bids for the furnishing of all labor, equipment, and materials needed to construct ODOT PID **112121 : WAR-SR63-0.83** (aka SR 63 Widening Improvements) in accordance with the applicable Ohio Department of Transportation Construction and Material Specifications (effective January 1, 2023 and its revisions and supplements), Standard Construction Drawings, Standard Bridge Drawings, Ohio Manual of Uniform Traffic Control, The State of Ohio Department of Transportation Bridge Design Manual, and other applicable standards in force on the date of letting and in accordance with the Project Specifications and Construction Plans on file in the office of the Warren County Engineer.

This project is widening and reconstruction of SR 63 in Warren County from east of Union Road and east of SR 741 intersection. The work also of installing curb & gutter, drainage, traffic control and traffic signals Turtlecreek Township, Warren County, Ohio. The Engineer's estimate for this project is Nineteen Million Dollars and no cents (\$19,000,000.00).

All bids must be submitted in conformance with the requirements of the Project Specifications and in a sealed envelope marked: ODOT PID **112121: WAR-SR63-0.83**, and received in the office of the Warren County Engineer, 210 W Main Street, Lebanon, Ohio 45036, no later than 11:00 a.m. Local Time on Thursday, October 19th, 2023, and then at said time bids will be opened and read aloud.

Bid documents and specifications are available after September 25th, 2023, on the Warren County website at <http://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Dan Corey, P.E., Warren County Engineer's Office at 513-431-1229 or Dan.Corey@co.warren.oh.us. **Each contractor shall be ODOT prequalified.**

This notice is posted on the Warren County website at: <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

Bidders must comply with the Davis Bacon prevailing wage rates, herein this Bid Package. Bidders must be ODOT Prequalified for the applicable work types at the time of bidding, award, and throughout the life of the construction contract.

WCTID reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action thereon, and to award a contract to the best, most responsive and responsible Bidder.

WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
WARREN COUNTY, OHIO