



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

ENTER INTO CONTRACT WITH BRUMBAUGH CONSTRUCTION INC. FOR THE HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT (WAR-CR 80-0.19)

WHEREAS, pursuant to Resolution #23-0244 dated February 28, 2023 this Board approved a Notice of Intent to Award Bid for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19) to Brumbaugh Construction, Inc., for a total bid price of \$447,338.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Brumbaugh Construction, Inc., 3520 State Route 49, Arcanum, Ohio 45304 for a total bid price of \$447,338.00; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc: c/a—Brumbaugh Construction, Inc
Engineer (file)
OMB Bid file



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

APPROVE NOTICE OF INTENT TO AWARD BID TO BRUMBAUGH CONSTRUCTION FOR THE HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT (WAR-CR 80-0.19)

WHEREAS, bids were closed at 9:30 a.m., on February 21, 2023, and the bids received were opened and read aloud for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19), and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, Brumbaugh Construction has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Project Engineer, that it is the intent of this Board to award the contract to Brumbaugh Construction, 3520 State Route 49, Arcanum, Ohio 45304 for a total bid price of \$447,338.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

BID OPENING

February 21, 2023

BID OPENING –

Bids were closed at 9:30 a.m. this 21st day of February and the following bids were received, opened, and read aloud for the Hendrickson Road Bridge Rehabilitation Project for the Warren County Engineer's Office.

Double Z Construction Columbus, Ohio	\$459,354.82
DDK Construction Inc. Cincinnati, Ohio	\$468,326.40
Ford Development Corp. Cincinnati, Ohio	\$511,280.42
Sunesis Construction West Chester, Ohio	\$490,049.91
Brumbaugh Construction Arcanum, Ohio	\$447,338.00

Roy Henson, Bridge Engineer, will review bids for a recommendation at a later date.

cc: Bid File

OMB

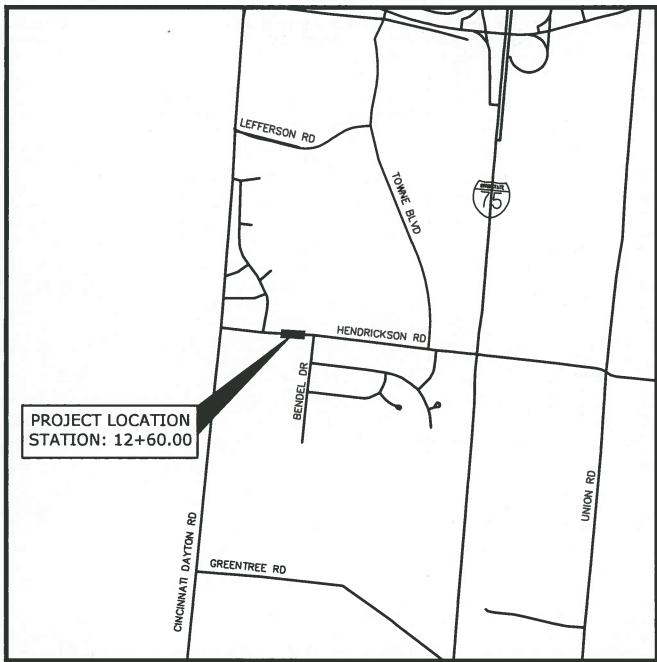
E/O (file)

PLAN HOLDERS LIST

Hendrickson Road Bridge Rehabilitation Project

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
Justin Guzzo	Double Z Construction	614-274-2700 ext. 407	justinguzzo@doublez.co
Jenny Foley	Sunesis Construction Co.	513-326-6000	jfoley@sunesiscc.com
Andrew Kloenne	Ford Development Corporation	513-772-1521	Akloenne@Forddevelopment.com
Tom Scheidt	DDK Construction Inc.	513-479-5768	burgerscheidt@aol.com
Troy Myers	Brumbaugh Construction	937-692-5107	troy@brumbaughconstruction.com



LOCATION MAP

LATITUDE: 39°28'51.42" LONGITUDE: 84°20'04.20"



PORTION TO BE IMPROVED	_____
INTERSTATE HIGHWAY	_____
FEDERAL ROUTES	_____
STATE ROUTES	_____
COUNTY & TOWNSHIP ROADS	_____
OTHER ROADS	_____

DESIGN DESIGNATION

CURRENT ADT (2021)	8,000
DESIGN SPEED	35 MPH
LEGAL SPEED	35 MPH
DESIGN FUNCTIONAL CLASSIFICATION:	
07 LOCAL ROAD (RURAL)	
NHS PROJECT	NO

DESIGN EXCEPTIONS

NONE REQUIRED

WAR-CR0080-0.19

HENDRICKSON ROAD TURTLECREEK TOWNSHIP, OHIO

WARREN COUNTY

PID: 117504

FPN: E-220(556)

INDEX OF SHEETS

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PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE SUPERSTRUCTURE REPLACEMENT OF THE SINGLE SPAN STRUCTURE ON HENDRICKSON ROAD OVER DICKS CREEK IN TURTLECREEK TOWNSHIP, OHIO.

PROJECT EARTH DISTURBED AREA:	0.17 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA:	0.10 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA:	N/A (NOT REQUIRED)

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.



IBI GROUP
23 Triangle Park Drive
Cincinnati OH 45246
tel 513 942 3141
fax 513 881 2263
Contact: Steve Butler Ext: 51915
ibigroup.com

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I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY AND THAT DETOURS WILL BE PROVIDED AS INDICATED ON SHEET 6.

WARREN COUNTY
WAR-CR0080-0.19
TURTLECREEK TOWNSHIP, OHIO

ODOT STANDARD CONSTRUCTION DRAWINGS				SUPPLEMENTAL SPECIFICATIONS	
BP-3.1	1/21/22	AS-1-15	7/17/15	800	7/15/22
		AS-2-15	1/18/19	832	7/15/22
GR-1.1 (PIS)	1/18/13				
GR-2.1 (PIS)	1/18/13	DBR-2-73	7/19/02		
GR-3.4 (PIS)	7/20/18				
		DS-1-92	7/15/22		
DM-1.1	7/17/20				
DM-4.3	1/15/16	PSBD-2-07	7/20/18		
DM-4.4	1/15/16				
		DBP-1-92	3/23/92		
MT-101.60	1/17/20				
MT-105.10	1/17/20				
					SPECIAL PROVISIONS

ENGINEERS SEAL:

SIGNED: *[Signature]*
DATE: 10/12/2022

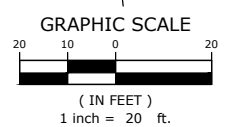
UNDERGROUND UTILITIES

APPROVALS:

APPROVED *[Signature]*
DATE 10/13/2022 WARREN COUNTY ENGINEER

DESIGN	DRAFT	CHECK
JAG	DJC	SRB
IBI NO.:	135575	
DATE:	OCTOBER 2022	
SCALE:		
SHEET TITLE:		

TITLE SHEET
SHEET NO.: 1/26



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WARREN COUNTY
 WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575

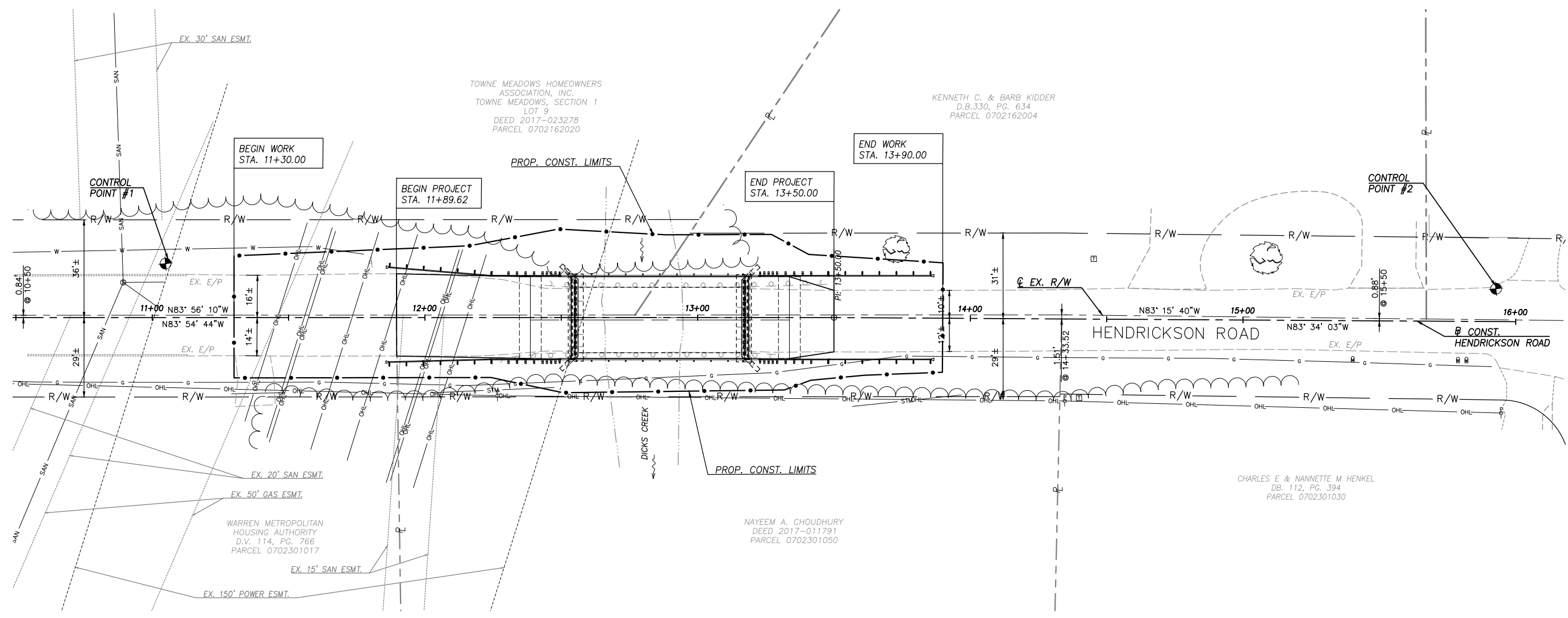
DATE: OCTOBER 2022

SCALE:
 HORIZONTAL: 1" = 20'

SHEET TITLE:

SCHEMATIC PLAN

SHEET NO.: 2/26



TOWNE MEADOWS HOMEOWNERS ASSOCIATION, INC.
 TOWNE MEADOWS, SECTION 1
 LOT 9
 DEED 2017-023278
 PARCEL 0702162020

KENNETH C. & BARB KIDDER
 D.B.330, PG. 634
 PARCEL 0702162004

BEGIN WORK
 STA. 11+30.00

BEGIN PROJECT
 STA. 11+89.62

END PROJECT
 STA. 13+50.00

END WORK
 STA. 13+90.00

11+00 N83° 56' 10"W
 N83° 54' 44"W

12+00

13+00

HENDRICKSON ROAD
 N83° 15' 40"W
 N83° 34' 03"W

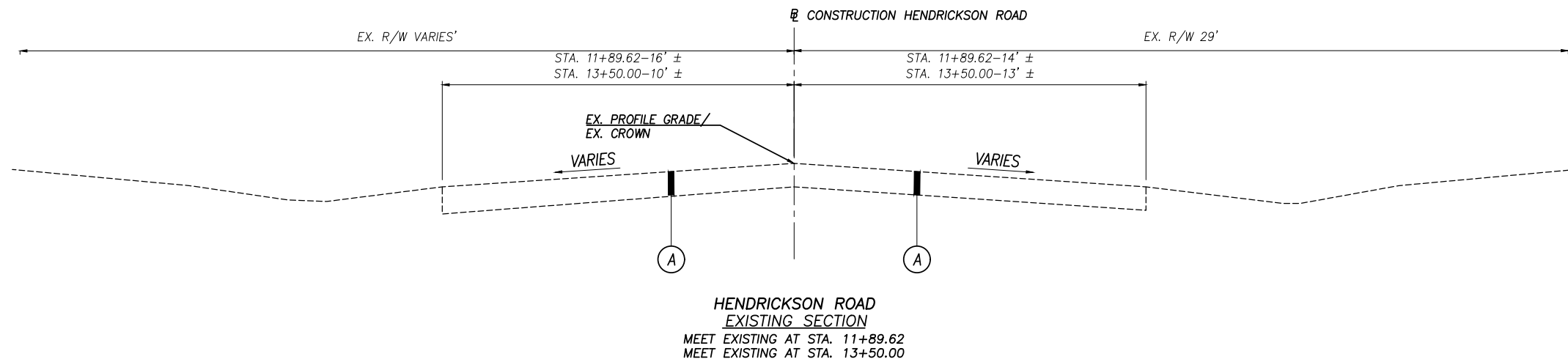
16+00

WARREN METROPOLITAN HOUSING AUTHORITY
 D.V. 114, PG. 766
 PARCEL 0702301017

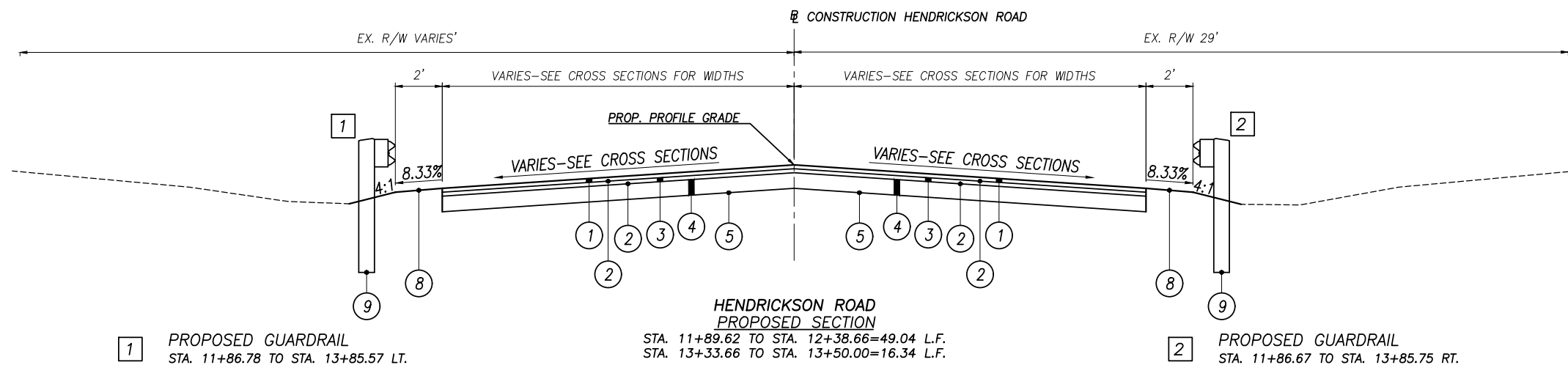
NAYEEM A. CHOUDHURY
 DEED 2017-011791
 PARCEL 0702301050

CHARLES E & NANNETTE M HENKEL
 DB. 112, PG. 394
 PARCEL 0702301030

POINT NUMBER	STATION	OFFSET	GRID COORDINATES U.S. SURVEY FEET		ELEV.	DESCRIPTION
			NORTHING	EASTING		
			1	11+04.89		
2	15+92.68	12.02' LT.	544624.4758	1451055.2645	681.47	MAGS T-3



**HENDRICKSON ROAD
EXISTING SECTION**
MEET EXISTING AT STA. 11+89.62
MEET EXISTING AT STA. 13+50.00

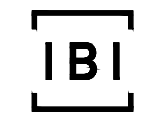
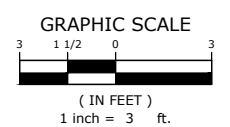


1 PROPOSED GUARDRAIL
STA. 11+86.78 TO STA. 13+85.57 LT.

**HENDRICKSON ROAD
PROPOSED SECTION**
STA. 11+89.62 TO STA. 12+38.66=49.04 L.F.
STA. 13+33.66 TO STA. 13+50.00=16.34 L.F.

2 PROPOSED GUARDRAIL
STA. 11+86.67 TO STA. 13+85.75 RT.

- LEGEND**
- ① ITEM 441 - 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22
 - ② ITEM 407 - TACK COAT, TRACKLESS TACK (0.10 GAL./S.Y.)
 - ③ ITEM 441 - 1-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22
 - ④ ITEM 301 - 8" ASPHALT CONCRETE BASE, PG64-22
 - ⑤ ITEM 204 - SUBGRADE COMPACTION AND PROOF ROLLING
 - ⑥ ITEM 526 - REINFORCED CONCRETE APPROACH SLABS (T=12"), AS PER PLAN
 - ⑦ ITEM 304 - 6" AGGREGATE BASE
 - ⑧ ITEM 659 - TOPSOIL
 - ⑨ ITEM 606 - GUARDRAIL, TYPE 5
 - Ⓐ EXISTING ASPHALT PAVEMENT (TO REMAIN)



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WARREN COUNTY
WAR-CR0080-0.19
TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575

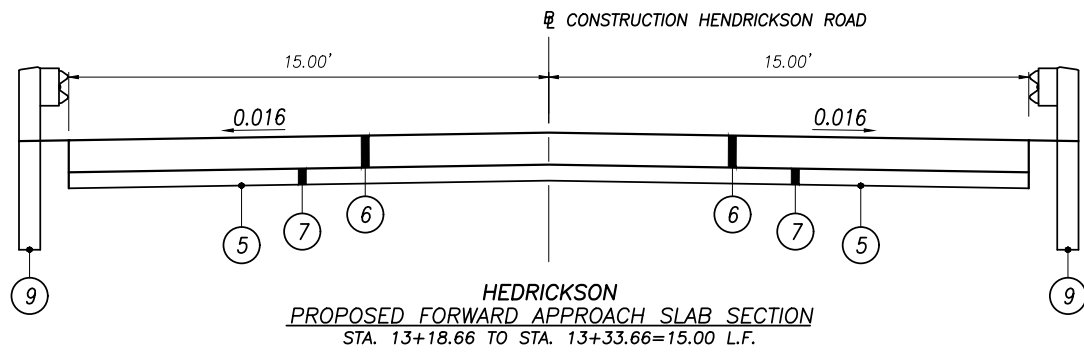
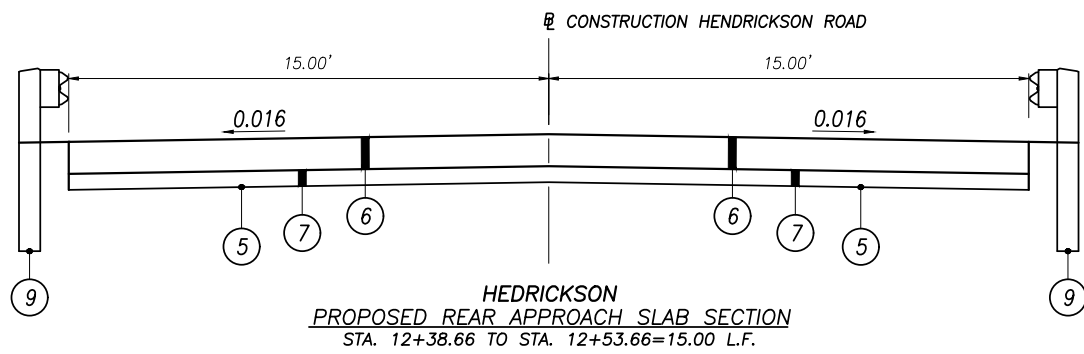
DATE: OCTOBER 2022

SCALE: HORIZONTAL: 1" = 3'

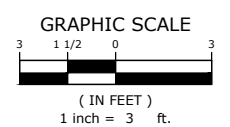
SHEET TITLE:

TYPICAL SECTIONS

SHEET NO.: 3/26



- LEGEND**
- ① ITEM 441 - 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22
 - ② ITEM 407 - TACK COAT, TRACKLESS TACK (0.10 GAL./S.Y.)
 - ③ ITEM 441 - 1-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22
 - ④ ITEM 301 - 8" ASPHALT CONCRETE BASE, PG64-22
 - ⑤ ITEM 204 - SUBGRADE COMPACTION AND PROOF ROLLING
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 - ⑦ ITEM 304 - 6" AGGREGATE BASE
 - ⑧ ITEM 659 - TOPSOIL
 - ⑨ ITEM 606 - GUARDRAIL, TYPE 5
 - Ⓐ EXISTING ASPHALT PAVEMENT (TO REMAIN)



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WARREN COUNTY
WAR-CR0080-0.19
TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

SCALE:
HORIZONTAL: 1" = 3'

SHEET TITLE:

TYPICAL SECTIONS

SHEET NO.: **4/26**

ROUNDING

THE ROUNDING AT SLOPE BREAKPOINTS SHOWN ON THE TYPICAL SECTIONS APPLIES TO ALL CROSS-SECTIONS, EVEN THOUGH OTHERWISE SHOWN.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

SPECTRUM CHARTER COMMUNICATIONS 10920 KENWOOD ROAD CINCINNATI, OHIO 45242 CONTACT: PAUL BIRETTA PHONE: 513-386-5808 CELL: 513-222-8130	DUKE GAS 139 EAST 4TH STREET CINCINNATI, OHIO 45202 CONTACT: DANIELLE JONES 513-817-7110 EMAIL: DANIELLE.JONES@DUKE-ENERGY.COM
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AT&T 7201 FAR HILLS AVE. DAYTON, OHIO 45459 CONTACT: HOWARD LAUDERMILK II PHONE: 937-296-3588 CELL: 937-286-7218 EMAIL: HL1596@ATT.COM	DUKE ELECTRIC (DISTRIBUTION) 139 EAST 4TH STREET CINCINNATI, OHIO 45202 CONTACT: AARON WRIGHT PHONE: 513-514-8211 CELL: 513-479-1886 EMAIL: AARON.WRIGHT@DUKE-ENERGY.COM
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AES - DP&L
CONTACT: WILLIAM WARD
EMAIL: WILLIAM.WARD@AES.COM

CITY OF MIDDLETOWN
ONE DONHAM PLAZA
MIDDLETOWN, OH 45042
CONTACT: SCOTT TADYCH
PHONE: 513-425-1860

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

SURVEYING PARAMETERS

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING ON ODOT PROJECTS. SEE SHEET 2 OF THE PLANS FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL

POSITIONING METHOD: GPS (VRS)

VERTICAL POSITIONING

ORTHOMETRIC HEIGHT DATUM: NAVD 88
GEOID: GEOD 12

HORIZONTAL POSITIONING

REFERENCE FRAME: NAD83
ELLIPSOID: GRS80
MAP PROJECTION: LAMBERT CONFORMAL CONIC
COORDINATE SYSTEM: OHIO STATE PLANS, SOUTH ZONE 3402
COMBINED SCALE FACTOR: GRID
ORIGIN OF COORDINATE SYSTEM: 0,0

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623.

UNITS ARE IN U.S. SURVEY FEET.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

CLEARING AND GRUBBING

ALTHOUGH THERE ARE NO TREES OR STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE LIMITS OF THE PROJECT, A LUMP SUM QUANTITY IS INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 201, CLEARING AND GRUBBING.

SEEDING AND MULCHING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SEEDED AREAS:

659, SEEDING AND MULCHING	166	SQ. YD.
659, REPAIR SEEDING AND MULCHING	9	SQ. YD.
659, COMMERCIAL FERTILIZER	0.03	TON
659, WATER	1	M. GAL.

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES, AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED ON THESE LIMITS.

ITEM 832 - EROSION CONTROL

THE FOLLOWING QUANTITIES HAS BEEN CARRIED TO THE GENERAL SUMMARY FOR LOCATION, FURNISHING, INSTALLING, AND MAINTAINING TEMPORARY SEDIMENT AND EROSION CONTROL FOR EARTH DISTURBED AREAS:

ITEM 832 - EROSION CONTROL 2500 EACH

ITEM 614, MAINTAINING TRAFFIC

A MINIMUM OF ONE LANE OF TRAFFIC IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES, EXCEPT FOR A PERIOD NOT TO EXCEED 84 CALENDAR DAYS, WHEN THROUGH TRAFFIC MAY BE DETOURED AS SHOWN ON SHEET 6. A DISINCENTIVE SHALL BE ASSESSED IN THE AMOUNT OF \$400 PER DAY FOR EACH CALENDAR DAY THE ROADWAY REMAINS CLOSED TO TRAFFIC BEYOND THE SPECIFIED LIMIT.

BEFORE THE WORK BEGINS, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEERS THE NAME(S) AND TELEPHONE NUMBER(S) OF A PERSON OR PERSONS WHO CAN BE CONTACTED TWENTY-FOUR (24) HOURS PER DAY BY THE COUNTY ENGINEER, AND ALL INTERESTED POLICE AGENCIES. THIS PERSON OR PERSONS SHALL BE RESPONSIBLE FOR PLACING OR REPLACING NECESSARY TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

NOTICE OF CLOSURE SIGNS (W20-H13) SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO THE SCHEDULED ROAD OR RAMP CLOSURE IN ACCORDANCE WITH THE NOTICE OF CLOSURE TIME TABLE BELOW.

THE SIGNS SHALL BE ERECTED ON THE RIGHT-HAND SIDE OF THE ROAD FACING TRAFFIC. THEY SHALL BE PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY OF ANY OTHER TRAFFIC CONTROL SIGNS. ON ROADWAYS, THEY SHOULD BE ERECTED AT OR NEAR THE POINT OF CLOSURE.

ITEM	NOTICE OF CLOSURE SIGN TIME TABLE	SIGN DISPLAYED TO PUBLIC
RAMP &	DURATION OF CLOSURE	
	≥ 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
ROAD	> 12 HOURS & < 2 WEEKS	7 CALENDAR DAYS PRIOR TO CLOSURE
CLOSURES	≤ 12 HOURS	2 BUSINESS DAYS PRIOR TO CLOSURE

THE SIGN SHALL DISPLAY THE DATE OF THE CLOSURE IN MM-DD FORMAT AND THE NUMBER OF WEEKS OF THE CLOSURE. THE LAST LINE OF THE W20-H13 SIGN LISTS A PHONE NUMBER WHICH A MOTORIST MAY CALL FOR ADDITIONAL INFORMATION. THIS NUMBER IS TO BE THE WCEO AT 513-695-3301.

THE CONTRACTOR SHALL PROVIDE SIGNS FOR MAINTENANCE OF TRAFFIC PER ALL ODOT AND ODOTCD REGULATIONS. THE ENGINEER SHALL RESERVE THE RIGHT TO HAVE THE CONTRACTOR PLACE ADDITIONAL SIGNS AT THE ENGINEER'S DIRECTION AND DISCRETION TO ENSURE THE SAFETY AND SMOOTH FLOW OF TRAFFIC WITHIN THE PROJECT AREA.

THE CONTRACTOR SHALL MAINTAIN THE INGRESS AND EGRESS TO THE PROPERTY OWNERS WITHIN THE PROJECT LIMITS AT ALL TIMES.

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, AS PER PLAN, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

ALL WORK AND TRAFFIC CONTROL DEVICES FOR THE DETOUR SIGNING SHOWN ON SHEET 6 SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

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 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 SPECIAL HAULING PERMITS SECTION (HAULING.PERMITS@DOT.OHIO.GOV) AND THE DISTRICT PUBLIC INFORMATION OFFICE (PIO). 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 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 OF TRAFFIC RESTRICTIONS TIME TABLE		
ITEM	DURATION OF CLOSURE	NOTICE DUE TO PERMITS & PIO
RAMP & ROAD CLOSURES	≥ 2 WEEKS	21 CALENDAR DAYS PRIOR TO CLOSURE
	> 12 HOURS & < 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
	≤ 12 HOURS	4 BUSINESS DAYS PRIOR TO CLOSURE
LANE CLOSURES & RESTRICTIONS	≤ 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
	< 2 WEEKS	5 BUSINESS DAYS PRIOR TO CLOSURE
START OF CONSTRUCTION & TRAFFIC PATTERN CHANGES	N/A	14 CALENDAR DAYS 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.



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- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

WARREN COUNTY

WAR-CR0080-0.19

TURTLECREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575

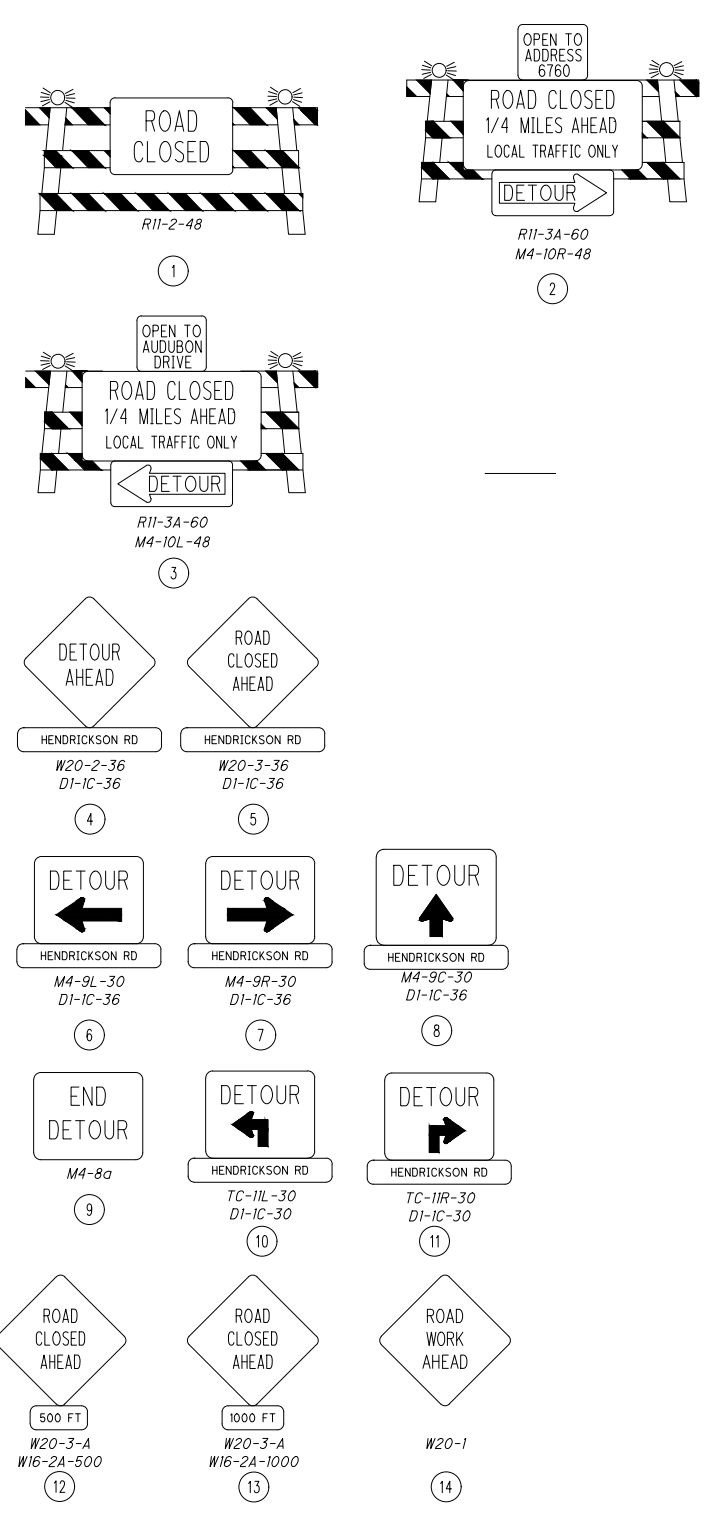
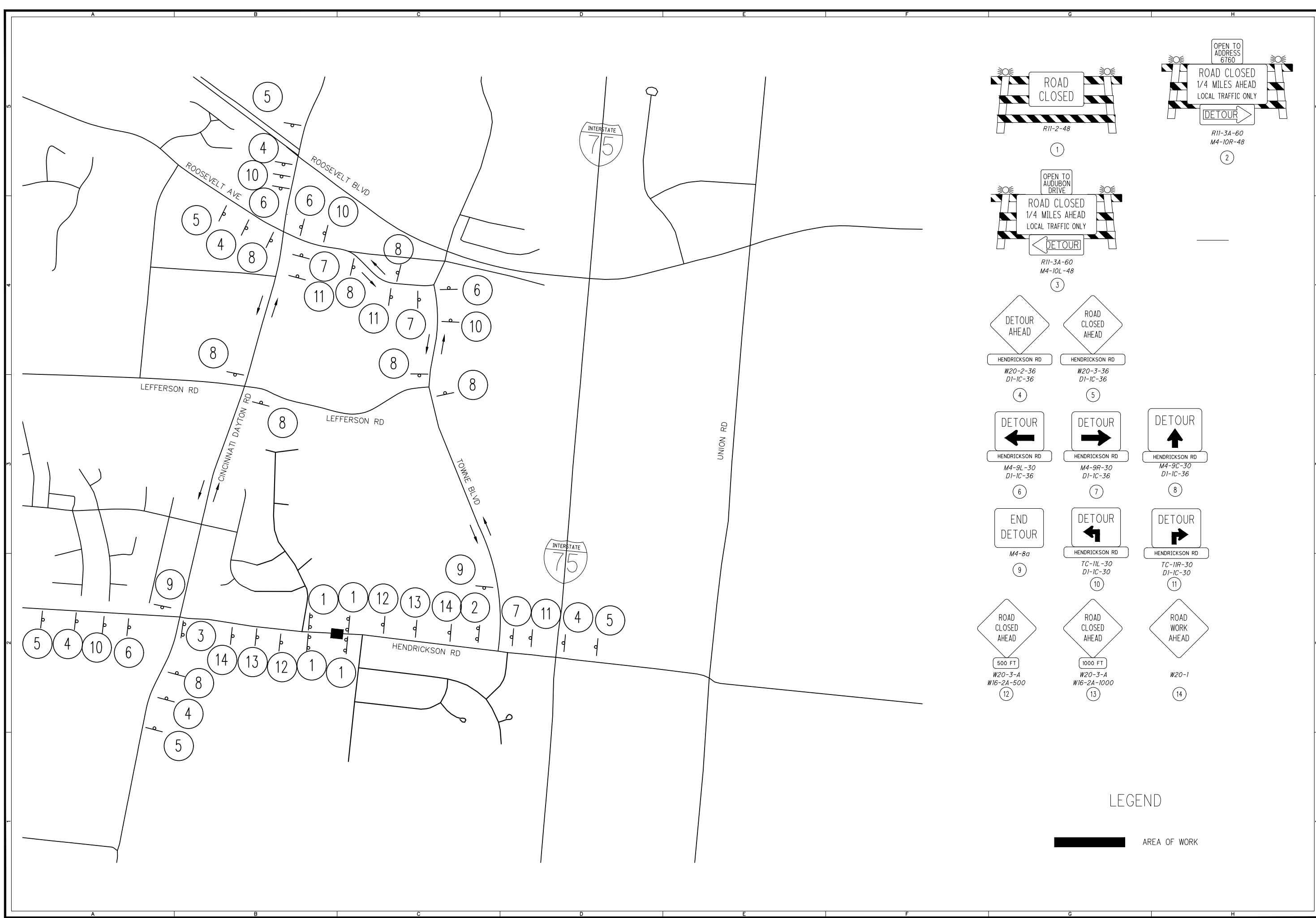
DATE: OCTOBER 2022

SCALE:

SHEET TITLE:


GENERAL NOTES

SHEET NO.: 5/26




LEGEND

AREA OF WORK



GRAPHIC SCALE
(IN FEET)
1 inch = 500 ft.



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TURTLECREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575
DATE: OCTOBER 2022
SCALE: HORIZONTAL: 1" = 500'
SHEET TITLE:
DETOUR PLAN

SHEET NO.: 6/26

ITEM	ITEM EXTENSION	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
ROADWAY					
201	11001	1	LUMP	CLEARING AND GRUBBING	
202	38000	210	FT.	GUARDRAIL REMOVED	
203	10000	68	C.Y.	EXCAVATION	
203	20000	26	C.Y.	EMBANKMENT	
606	26100	4	EACH	ANCHOR ASSEMBLY, TYPE E	
606	35140	4	EACH	BRIDGE TERMINAL ASSEMBLY, TYPE 4	
PAVEMENT					
204	10000	312	S.Y.	SUBGRADE COMPACTION	
204	45000	1	HOUR	PROOF ROLLING	
252	01500	53	FT.	FULL DEPTH PAVEMENT SAWING	
301	46000	48	C.Y.	ASPHALT CONCRETE BASE	
304	20000	17	C.Y.	AGGREGATE BASE	
407	20000	30	GAL.	TACK COAT, TRACKLESS TACK	
441	50000	9	C.Y.	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	
441	50200	9	C.Y.	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22	
EROSION CONTROL					
659	00300	14	C.Y.	TOPSOIL	
659	00500	166	S.Y.	SEEDING AND MULCHING, CLASS 1	
659	14000	9	S.Y.	REPAIR SEEDING AND MULCHING	
659	20000	0.03	TON	COMMERCIAL FERTILIZER	
659	35000	1	M.GAL.	WATER	
832	30000	2500	EACH	EROSION CONTROL	
TRAFFIC CONTROL					
626	13312	8	EACH	BARRIER REFLECTOR, TYPE 2	
630	03100	10	FT.	GROUND MOUNTED SUPPORT, NO.3 POST	
630	80100	7.5	S.F.	SIGN, FLAT SHEET	
630	84900	1	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	
644	00100	0.04	MILE	EDGE LINE, 4"	
644	00300	0.02	MILE	CENTER LINE	
646	10000	0.04	MILE	EDGE LINE	
646	10200	0.02	MILE	CENTER LINE	
MISCELLANEOUS					
614	11000	1	LUMP	MAINTAINING TRAFFIC	
623	10000	1	LUMP	CONSTRUCTION LAYOUT STAKES	
624	10000	1	LUMP	MOBILIZATION	

NOTES:

1.) SEE SHEET 13 FOR STRUCTURE QUANTITIES.



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WARREN COUNTY

WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

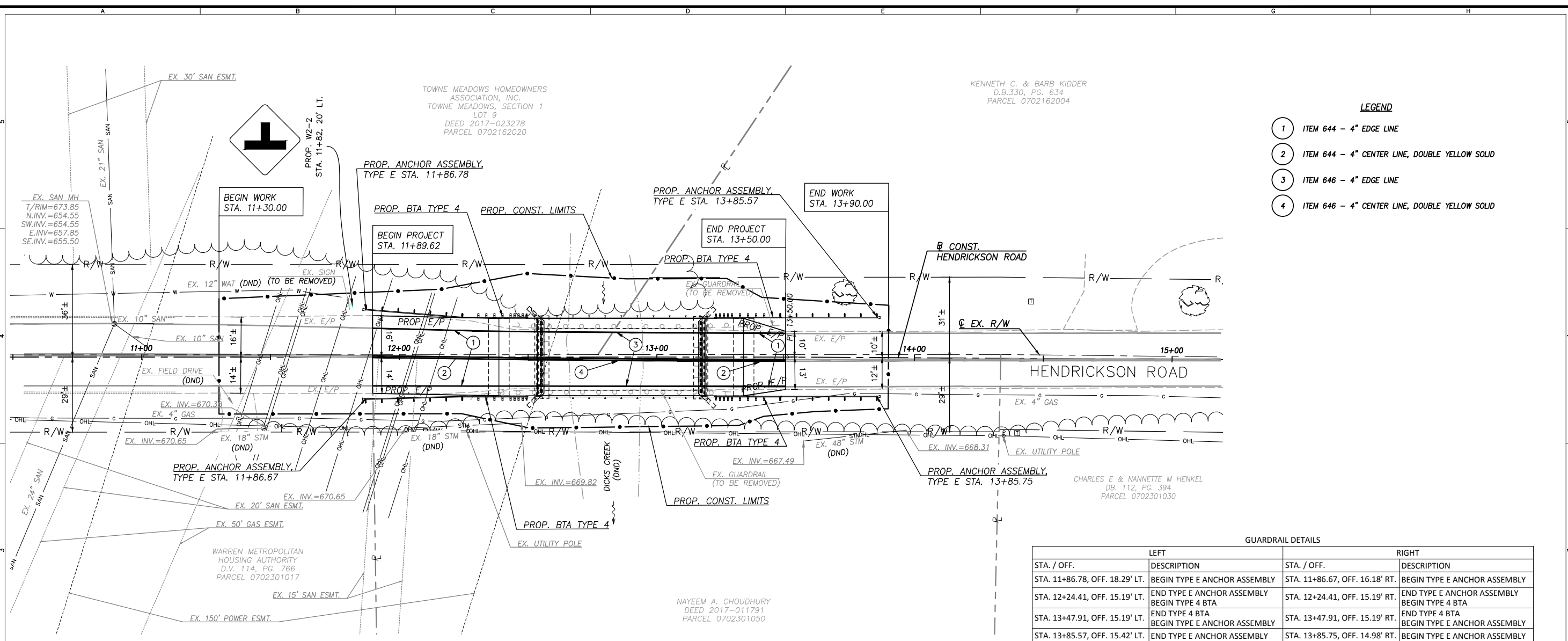
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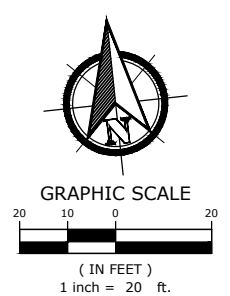
GENERAL SUMMARY

SHEET NO.: 7/26

J:\135575_019_Corridor\7.0_Production\7.03_Design\04_Civil\Sheets\04_CR0080-0.19_General_Summary.dwg Plotted By: Adam Shelton Date: 10/22/2022 Time: 10:35:53 AM Printer: AutoCAD PDF (General Documentation).pc3 PenTable: IBI_01b.ctb Scale: 1:2 - © IBI Group, Inc.



- LEGEND**
- 1 ITEM 644 - 4" EDGE LINE
 - 2 ITEM 644 - 4" CENTER LINE, DOUBLE YELLOW SOLID
 - 3 ITEM 646 - 4" EDGE LINE
 - 4 ITEM 646 - 4" CENTER LINE, DOUBLE YELLOW SOLID



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WARREN COUNTY
 WAR-CR0080-0.19
 TURTLECREEK TOWNSHIP, OHIO

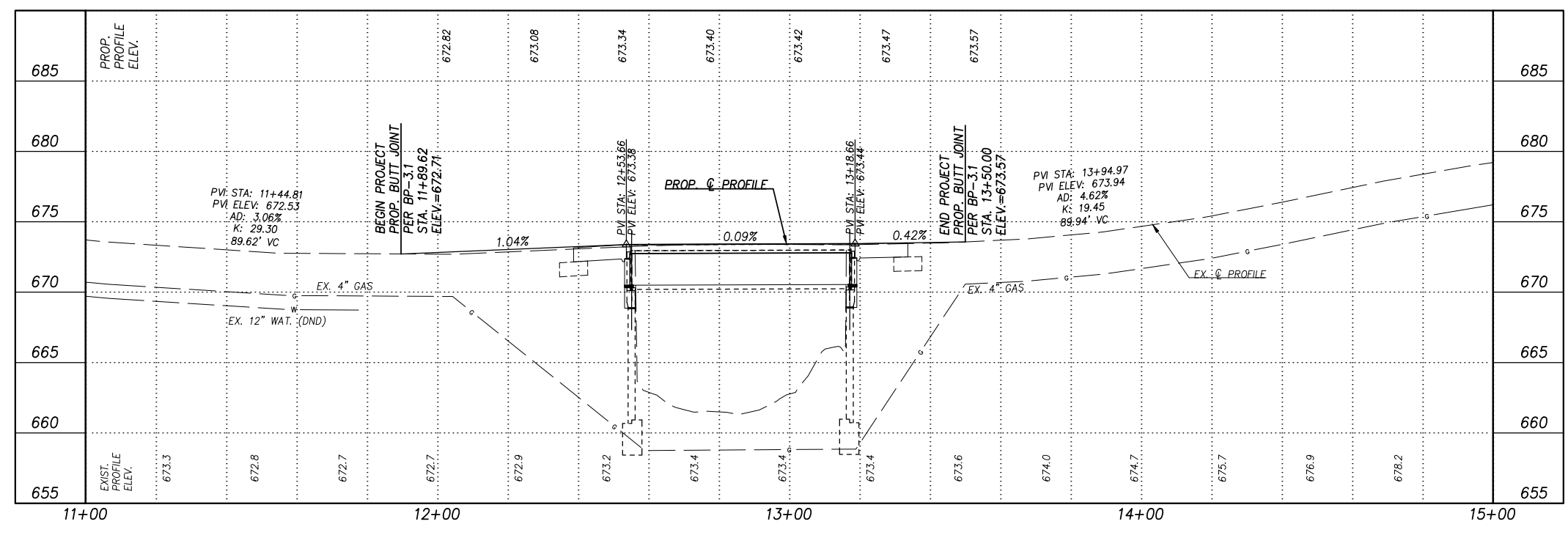
DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575
 DATE: OCTOBER 2022
 SCALE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 5'

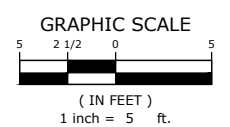
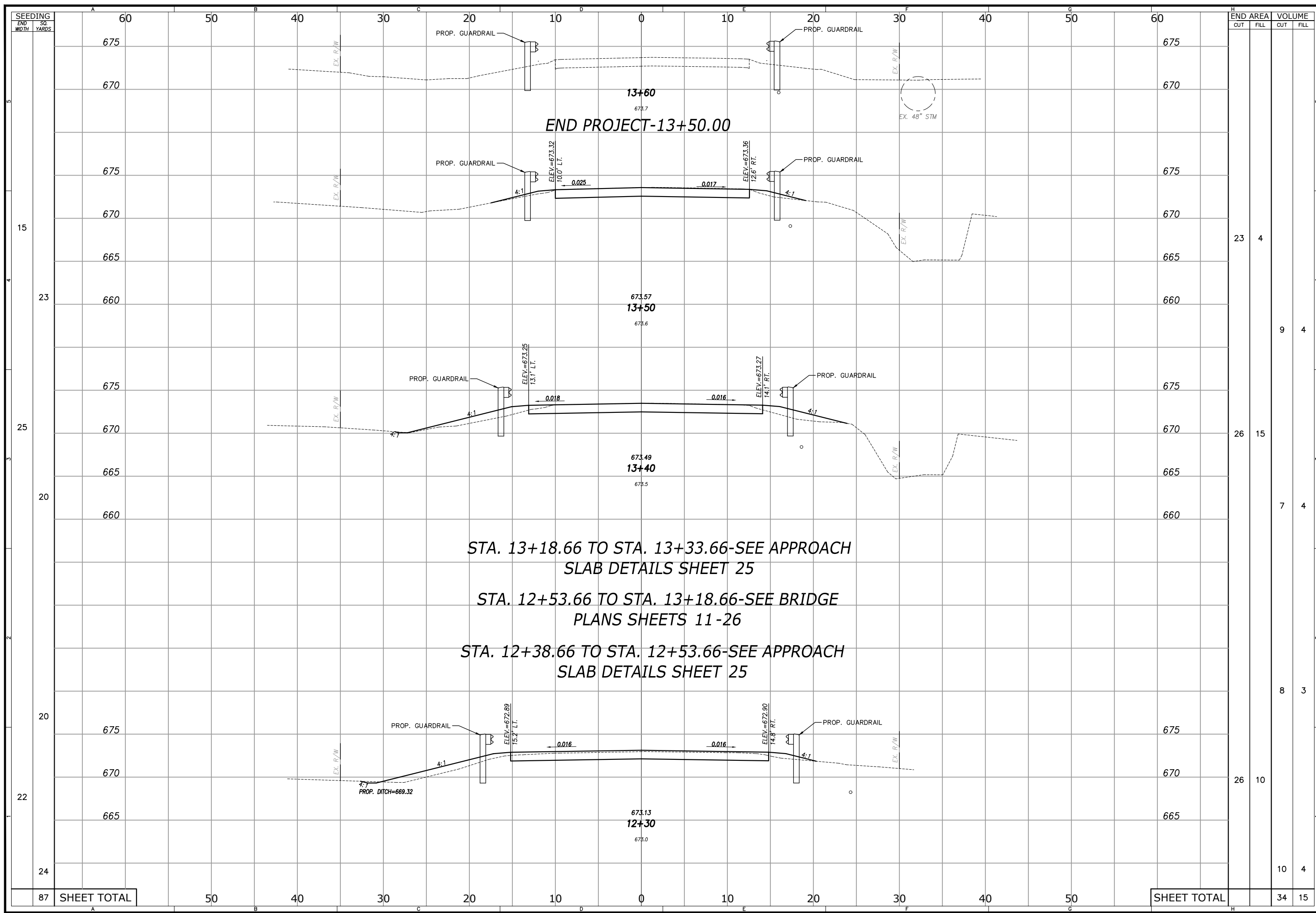
SHEET TITLE:
PLAN & PROFILE
 SHEET NO.: **8/26**

GUARDRAIL DETAILS

	LEFT		RIGHT
STA. / OFF.	DESCRIPTION	STA. / OFF.	DESCRIPTION
STA. 11+86.78, OFF. 18.29' LT.	BEGIN TYPE E ANCHOR ASSEMBLY	STA. 11+86.67, OFF. 16.18' RT.	BEGIN TYPE E ANCHOR ASSEMBLY
STA. 12+24.41, OFF. 15.19' LT.	END TYPE E ANCHOR ASSEMBLY BEGIN TYPE 4 BTA	STA. 12+24.41, OFF. 15.19' RT.	END TYPE E ANCHOR ASSEMBLY BEGIN TYPE 4 BTA
STA. 13+47.91, OFF. 15.19' LT.	END TYPE 4 BTA BEGIN TYPE E ANCHOR ASSEMBLY	STA. 13+47.91, OFF. 15.19' RT.	END TYPE 4 BTA BEGIN TYPE E ANCHOR ASSEMBLY
STA. 13+85.57, OFF. 15.42' LT.	END TYPE E ANCHOR ASSEMBLY	STA. 13+85.75, OFF. 14.98' RT.	BEGIN TYPE E ANCHOR ASSEMBLY



3:\135575_Plan_Profile\Drawings\7.0_Plan_Profile\7.03_Design\04_Civil\Sheets\04_Civil\WAR-CR0080-0.19_Plan_Profile.dwg
 Date: 10/07/2022 10:45:19 AM
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 Scale: 1:2
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WARREN COUNTY
 WAR-CR0080-0.19
 TURTLECREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JAG	DJC	SRB

IBI NO.: 135575
 DATE: OCTOBER 2022
 SCALE:
 HORIZONTAL: 1" = 5'
 VERTICAL: 1" = 5'

SHEET TITLE:
CROSS SECTIONS

SHEET NO.: 10/26

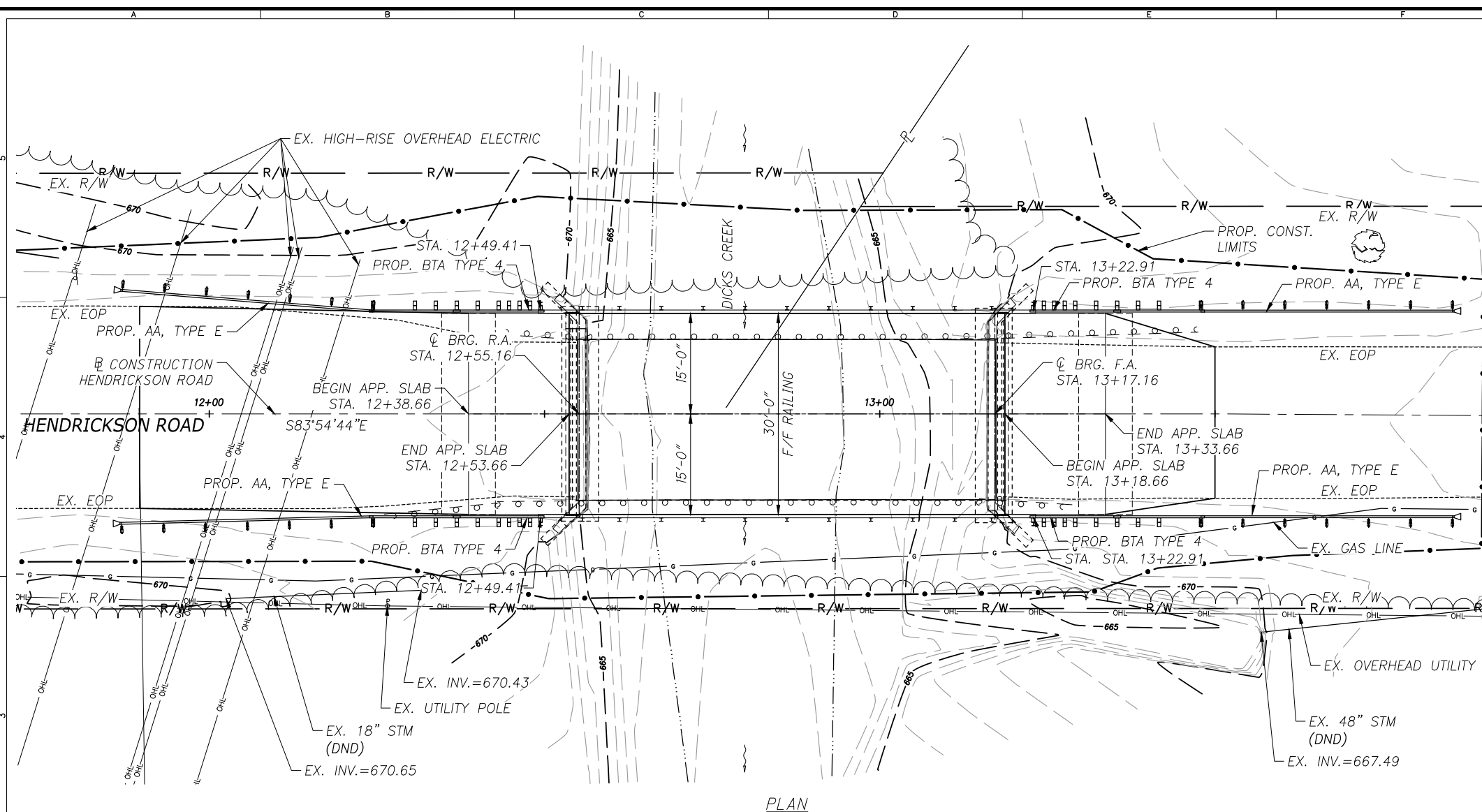
SEEDING	END	SO.	WIDTH	YARDS

H	END AREA		VOLUME	
	CUT	FILL	CUT	FILL
23			4	
26			15	
26			10	
10			4	
87	50	40	34	15

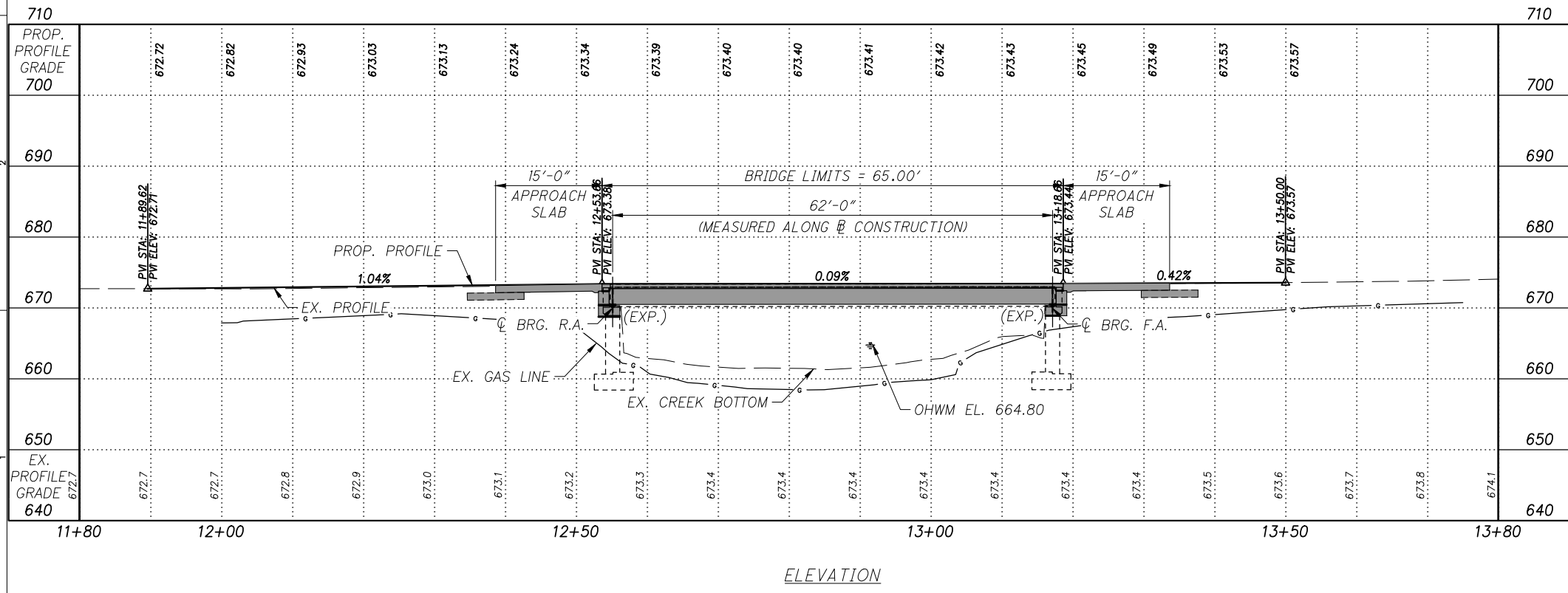
SHEET TOTAL

SHEET TOTAL

**STA. 13+18.66 TO STA. 13+33.66-SEE APPROACH
 SLAB DETAILS SHEET 25**
**STA. 12+53.66 TO STA. 13+18.66-SEE BRIDGE
 PLANS SHEETS 11-26**
**STA. 12+38.66 TO STA. 12+53.66-SEE APPROACH
 SLAB DETAILS SHEET 25**



PLAN



ELEVATION

BENCHMARK DATA

BM #1 STA. 15+92.68, ELEV. 681.473', OFFSET 12.03, LT.
 BM #2 STA. 11+04.89, ELEV. 673.403', OFFSET 19.79', LT.

FOR ADDITIONAL BENCHMARK INFORMATION, SEE ROADWAY PLAN SHEET 2/26.

NOTES:

- EARTHWORK LIMITS SHOWN ARE APPROXIMATE. ACTUAL SLOPES SHALL CONFORM TO PLAN CROSS SECTIONS.

DESIGN TRAFFIC:
 2021 ADT = 8000

EXISTING STRUCTURE

TYPE: SIMPLE SPAN NON-COMPOSITE PRE-STRESSED CONCRETE BOX BEAMS WITH ASPHALT CONCRETE WEARING SURFACE ON FULL HEIGHT ABUTMENTS SUPPORTED ON SPREAD FOOTINGS

SPANS: 62'-0"± C/C BEARINGS

ROADWAY: 24'-0"± O/O DECK

LOADING: HS-20-44

SKEW: 0°±

APPROACH SLABS: NONE

ALIGNMENT: TANGENT

CROWN: NORMAL

WEARING SURFACE: 3"± ASPHALT CONCRETE

STRUCTURAL FILE NUMBER: 8332487

DATE BUILT: 1968

DISPOSITION: SUPERSTRUCTURE TO BE REPLACED

PROPOSED STRUCTURE

TYPE: SINGLE SPAN COMPOSITE PRE-STRESSED CONCRETE BOX BEAMS SUPPORTED ON EXISTING FULL HEIGHT ABUTMENTS WITH PROPOSED CONCRETE BEAM SEATS

SPANS: 62'-0" C/C BEARINGS

ROADWAY: 30'-0" F/F RAILING

LOADING: HL-93 + 60 PSF FUTURE WEARING SURFACE

APPROACH SLABS: REAR: 15'-0" LONG (MODIFIED AS-1-15)
 FORWARD: 15'-0" LONG (MODIFIED AS-1-15)

SKEW: NONE

ALIGNMENT: TANGENT

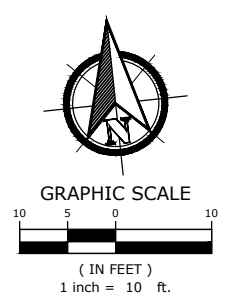
CROWN: 0.016 FT/FT

WEARING SURFACE: 1" MONOLITHIC CONCRETE

STRUCTURAL FILE NUMBER: 8332488

DECK AREA: 1,950 SQ. FT.

COORDINATES: LATITUDE 39°28'51.42" N
 LONGITUDE 84°20'04.20" W



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WARREN COUNTY

WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
MJT	MJT	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

SCALE:

HORIZONTAL: 1" = 10'

VERTICAL: 1" = 10'

SHEET TITLE:

STRUCTURAL SITE PLAN

SHEET NO.: 11/26

STANDARD DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS:

REFER TO THE FOLLOWING STANDARD BRIDGE DRAWINGS:

AS-1-15	REVISED	7/17/15
AS-2-15	REVISED	1/18/19
DBR-2-73	REVISED	7/19/02
DS-1-92	REVISED	7/15/22
PSBD-2-07	REVISED	7/20/18

DESIGN SPECIFICATIONS:

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

DESIGN LOADING:

VEHICULAR LIVE LOAD: HL-93
FUTURE WEARING SURFACE (FWS) OF 0.060 KIPS/SQ. FT.

OPERATIONAL IMPORTANCE:

A LOAD MODIFIER OF 1.0 HAS BEEN ASSUMED FOR THE DESIGN OF THIS STRUCTURE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATION, ARTICLE 1.3.5 AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

DESIGN DATA:

CONCRETE CLASS OC2 - COMPRESSIVE STRENGTH 4.5 KSI (SUPERSTRUCTURE)
CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4.0 KSI (SUBSTRUCTURE)
REINFORCING STEEL - MINIMUM YIELD STRENGTH 60 KSI

CONCRETE FOR PRESTRESSED BEAMS:
COMPRESSIVE STRENGTH (FINAL) - 7.0 KSI
COMPRESSIVE STRENGTH (RELEASE) - 5.0 KSI
PRESTRESSING STRAND:
AREA = 0.167 SQ.IN.
ULTIMATE STRENGTH = 270 KSI
INITIAL STRESS = 202.5 KSI (LOW RELAXATION STRANDS)

DECK PROTECTION METHOD:

EPOXY COATED REINFORCING STEEL

2.5" CONCRETE COVER

SOLUBLE REACTIVE SILICATE (SRS) CONCRETE TREATMENT

STEEL DRIP STRIP

MONOLITHIC WEARING SURFACE:

MONOLITHIC WEARING SURFACE IS ASSUMED, FOR DESIGN PURPOSES, TO BE 1 INCH THICK.

UTILITY LINES:

THE UTILITIES SHALL BORE ALL EXPENSE INVOLVED IN RELOCATING AND INSTALLING THE AFFECTED UTILITY LINES. THE CONTRACTOR AND UTILITIES ARE TO COOPERATE BY ARRANGING THEIR WORK IN SUCH A MANNER THAT INCONVENIENCE TO EITHER WILL BE HELD TO A MINIMUM.

EXISTING STRUCTURE VERIFICATION:

DETAILS AND DIMENSIONS SHOWN ON THESE PLANS PERTAINING TO THE EXISTING STRUCTURE HAVE BEEN OBTAINED FROM PLANS OF THE EXISTING STRUCTURE AND FROM FIELD OBSERVATIONS AND MEASUREMENTS. CONSEQUENTLY, THEY ARE INDICATIVE OF THE EXISTING STRUCTURE AND THE PROPOSED WORK BUT THEY SHALL BE CONSIDERED TENTATIVE AND APPROXIMATE. THE CONTRACTOR IS REFERRED TO CMS SECTIONS 102.05 AND 105.02.

BASE CONTRACT BID PRICES UPON A RECOGNITION OF THE UNCERTAINTIES DESCRIBED ABOVE AND UPON A PREBID EXAMINATION OF THE EXISTING STRUCTURE. HOWEVER, WCEO WILL PAY FOR ALL PROJECT WORK BASED UPON ACTUAL DETAILS AND DIMENSIONS THAT HAVE BEEN VERIFIED IN THE FIELD. EXISTING PLANS ARE AVAILABLE THROUGH WARREN COUNTY ENGINEER'S OFFICE LOCATED AT: 210 W MAIN STREET, LEBANON, OH 45036.

PROPOSED WORK:

PROPOSED REHABILITATION WORK SHALL INCLUDE:
REMOVAL OF THE EXISTING BOX BEAM SUPERSTRUCTURE, ASPHALT CONCRETE WEARING SURFACE, BACKWALLS, ABUTMENT BEAM SEATS. CONSTRUCTION INCLUDES SUPERSTRUCTURE, APPROACH SLABS, DIAPHRAGMS, AND ABUTMENT BEAM SEATS.

ABBREVIATIONS:

B	BASELINE
BRG.	BEARING
C	CENTERLINE
DIA.	DIAMETER
E.F.	EACH FACE
EX.	EXISTING
EXP.	EXPANSION
EXT.	EXTERIOR
F.F.	FAR FACE
F.A.	FORWARD ABUTMENT
INT.	INTERIOR
L.T.	LEFT
MAX.	MAXIMUM
MIN.	MINIMUM
N.F.	NEAR FACE
P.E.J.F.	PREFORMED EXPANSION JOINT FILLER
PROP.	PROPOSED
R.A.	REAR ABUTMENT
S/O	SERIES OF
SPA.	SPACING
STD. DWG.	STANDARD DRAWING
STA.	STATION
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE

ITEM 202 - PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN:

THIS ITEM SHALL INCLUDE THE ELEMENTS INDICATED IN THE PLANS AND GENERAL NOTES AND THAT ARE NOT SEPARATELY LISTED FOR PAYMENT, EXCEPT FOR WEARING COURSE REMOVAL. ITEMS TO BE REMOVED INCLUDE ALL EXISTING MATERIALS BEING REPLACED BY NEW CONSTRUCTION AND MISCELLANEOUS ITEMS THAT ARE NOT SHOWN TO BE INCORPORATED INTO THE FINAL CONSTRUCTION AND ARE DIRECTED TO BE REMOVED BY THE ENGINEER. THE USE OF EXPLOSIVES, HEADACHE BALLS AND/OR HOE-RAMS WILL NOT BE PERMITTED. THE METHOD OF REMOVAL AND THE WEIGHT OF HAMMER SHALL BE APPROVED BY THE ENGINEER. PERFORM ALL WORK IN A MANNER THAT WILL NOT CUT, ELONGATE OR DAMAGE THE EXISTING REINFORCING STEEL TO BE PRESERVED. CHIPPING HAMMERS SHALL NOT BE HEAVIER THAN THE NOMINAL 90-POUND CLASS. PNEUMATIC HAMMERS SHALL NOT BE PLACED IN DIRECT CONTACT WITH REINFORCING STEEL THAT IS TO BE RETAINED IN THE REBUILT STRUCTURE.

CUT LINE CONSTRUCTION JOINT PREPARATION:
SAW CUT BOUNDARIES OF PROPOSED CONCRETE REMOVALS 1 INCH DEEP. REMOVE CONCRETE TO A ROUGH SURFACE. LEAVE THE EXISTING REINFORCING STEEL, IF REQUIRED IN THE PLANS, IN PLACE. INSTALL DOWEL BARS IF SPECIFIED. PRIOR TO CONCRETE PLACEMENT ABRASIVELY CLEAN JOINT SURFACES AND EXISTING EXPOSED REINFORCEMENT TO REMOVE LOOSE AND DISINTEGRATED CONCRETE AND LOOSE RUST. THOROUGHLY CLEAN THE JOINT SURFACE AND EXPOSED REINFORCEMENT OF ALL DIRT, DUST, RUST OR OTHER FOREIGN MATERIAL BY THE USE OF WATER, AIR UNDER PRESSURE, OR OTHER METHODS THAT PRODUCE SATISFACTORY RESULTS. EXISTING REINFORCING STEEL DOES NOT HAVE TO HAVE A BRIGHT STEEL FINISH, BUT REMOVE ALL PACK AND LOOSE RUST. THOROUGHLY DRENCH EXISTING CONCRETE SURFACES WITH CLEAN WATER AND ALLOW TO DRY TO A DAMP CONDITION BEFORE PLACING CONCRETE.

MAXIMUM REMOVAL LIMITS:
SOUND THE CONCRETE TO DETERMINE THE LIMITS OF THE CONCRETE TO BE REMOVED AND COMPARE THESE LIMITS TO THE AREAS SHOWN IN THE PLANS. IF NEW AREAS ARE DISCOVERED OR IF THE DIMENSIONS OF THE PLAN AREAS INCREASE BY MORE THAN 25% IN ANY DIRECTION, DOCUMENT THE AREAS AND NOTIFY THE ENGINEER FOR EVALUATION TWO WEEKS PRIOR TO REMOVAL. THE ENGINEER WILL DETERMINE IF PATCHING IN DISCRETE SECTIONS/STAGES IS NEEDED OR IF THE INSTALLATION OF TEMPORARY FALSEWORK IS REQUIRED.

SUBSTRUCTURE CONCRETE REMOVAL:
REMOVE CONCRETE BY MEANS OF APPROVED PNEUMATIC HAMMERS EMPLOYING POINTED AND BLUNT CHISEL TOOLS. HYDRAULIC HOE-RAM TYPE HAMMERS WILL NOT BE PERMITTED. THE WEIGHT OF THE HAMMER SHALL NOT BE MORE THAN 35 POUNDS FOR REMOVAL WITHIN 18 INCHES OF PORTIONS TO BE PRESERVED. OUTSIDE THE 18 INCH LIMIT, THE CONTRACTOR MAY USE HAMMERS NOT EXCEEDING 90 POUNDS UPON THE APPROVAL OF THE ENGINEER. DO NOT PLACE PNEUMATIC HAMMERS IN DIRECT CONTACT WITH REINFORCING STEEL THAT IS TO BE RETAINED IN THE REBUILT STRUCTURE. THE CONTRACTOR HAS AN OPTION TO PERFORM FULL DEPTH SAW CUT.

WEEPHOLE CLEANOUT:
ALL EXISTING WEEPHOLES IN THE EXISTING ABUTMENT AND WINGWALLS SHALL BE CLEANED OUT OF DEBRIS TO THE SATISFACTION OF THE ENGINEER. INCLUDE ALL COSTS WITH ITEM 202, PORTIONS OF STRUCTURE REMOVED, AS PER PLAN.

CARE SHALL BE TAKEN TO PROTECT ALL PORTIONS OF THE EXISTING SUBSTRUCTURE TO BE RETAINED. ANY DAMAGE TO PORTIONS TO BE RETAINED SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

MEASUREMENT & PAYMENT:
THE DEPARTMENT WILL MEASURE THE QUANTITY OF REMOVALS ON A LUMP SUM BASIS. THE DEPARTMENT WILL PAY FOR THE ACCEPTED QUANTITIES OF REMOVALS AT THE CONTRACT PRICE FOR ITEM 202, PORTIONS OF STRUCTURE REMOVED, AS PER PLAN.

SEALING OF CONCRETE SURFACES (EPOXY-URETHANE), AS PER PLAN:

DUE TO THE RECENT SUPPLY SHORTAGES, THE DEPARTMENT HAS BEEN MADE AWARE OF DIFFICULTIES THAT SUPPLIERS ARE HAVING IN OBTAINING THE NECESSARY MATERIALS FOR EPOXY. ON THIS PROJECT THE CONTRACTOR CAN USE TRADITIONAL EPOXY-URETHANE SEALERS APPROVED ON THE OPL OR ELECT TO SUBSTITUTE BRIDGE COTE XL-70 W/SILANE THAT IS LISTED ON THE APPROVED NOISE SUPPLIER LIST UNDER APPROVED SEALERS FOR NOISE BARRIERS. APPROVEDNOISESUPPLIERSLIST.PDF (OHIO.GOV) .

IF BRIDGE COTE XL-70 W/SILANE IS CHOSEN, MEET THE REQUIREMENTS OF THE BRIDGE COTE XL-70 W/SILANE TECHNICAL DATA SHEET WITH THE EXCEPTION OF THE SURFACE PREPARATION THAT WILL STILL FOLLOW THE REQUIREMENTS LISTED UNDER C&MS 512 FOR EPOXY URETHANE SEALERS.



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WARREN COUNTY

WAR-CR0080-0.19

TURTLECREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
AIS	EAG	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

SCALE:

SHEET TITLE:

STRUCTURAL NOTES

SHEET NO.: 12/26

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BRIDGE ESTIMATED QUANTITIES						
ITEM	EXTENSION	TOTAL	UNIT	DESCRIPTION	SHEET#	
202	11203	LS		PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	12/26	
202	23500	167	SY	WEARING COURSE REMOVED		
503	21300	LS		UNCLASSIFIED EXCAVATION		
509	10000	10,098	LB	EPOXY COATED STEEL REINFORCEMENT		
510	10000	144	EACH	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT		
511	31610	54	CY	CLASS QC2 CONCRETE, SUPERSTRUCTURE		
511	44110	9	CY	CLASS QC1 CONCRETE, ABUTMENT NOT INCLUDING FOOTING		
512	10101	127	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE), AS PER PLAN	12/26	
512	10400	317	SY	TREATING OF CONCRETE BRIDGE DECK WITH SRS		
515	12070	7	EACH	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, CB27-48, (63'-0" BEAM LENGTH)		
516	13900	23	SF	2" PREFORMED EXPANSION JOINT FILLER		
516	14020	81	FT	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL		
516	43100	28	EACH	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE), (8" LONG X 12" WIDE X 2.043" THICK)	18/26	
517	72300	149	FT	RAILING (DEEP BEAM RAIL WITH STEEL TUBULAR BACKUP AND TYPE 2 STEEL POSTS AND ANCHOR BOLTS)		
518	21200	21	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC		
SPECIAL	51822300	163	FT	STEEL DRIP STRIP		
526	10000	100	SY	REINFORCED CONCRETE APPROACH SLABS (T=12")		
526	90010	60	FT	TYPE A INSTALLATION		
843	50000	10	SF	PATCHING CONCRETE STRUCTURES WITH TROWELABLE MORTAR		



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WARREN COUNTY

WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
AIS	MJT	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

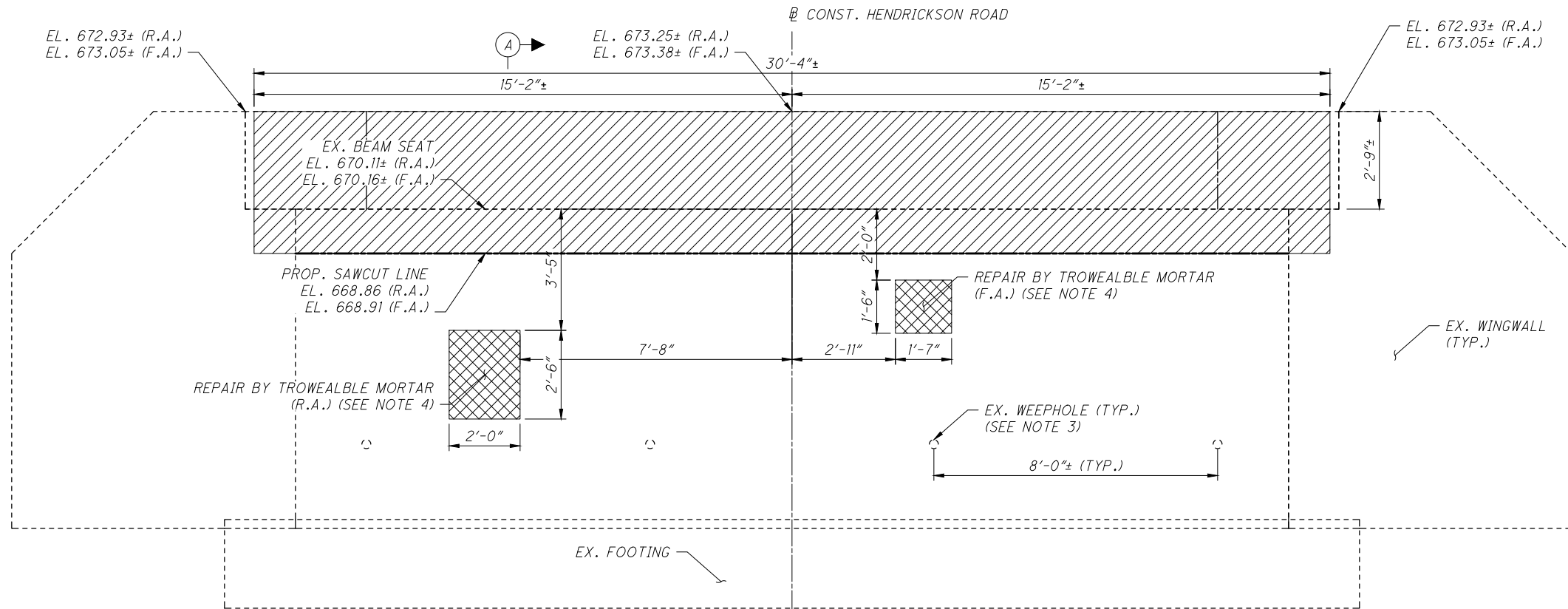
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SHEET TITLE:

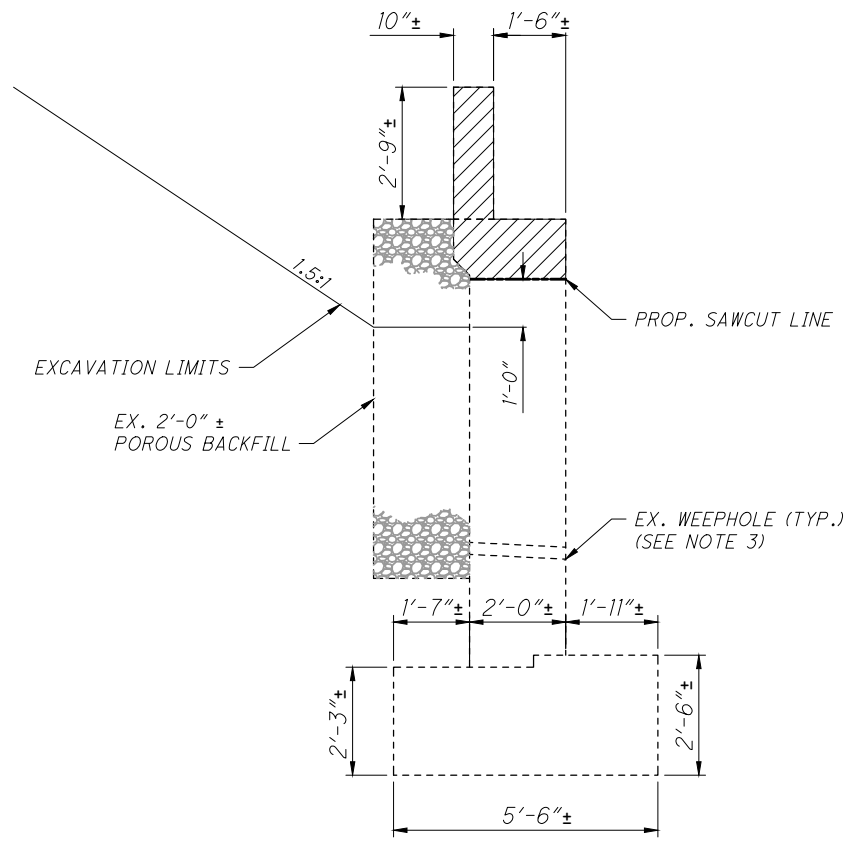
ESTIMATED QUANTITIES

SHEET NO.: 13/26

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ABUTMENT ELEVATION



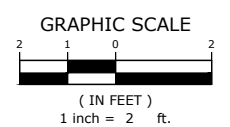
SECTION A-A

LEGEND:

- LIMITS OF REMOVAL PER CMS ITEM 202 REQUIREMENTS
- LIMITS OF REPAIR BY TROWELABLE MORTAR

NOTES:

1. EXISTING REINFORCING NOT SHOWN FOR CLARITY.
2. REMOVAL LIMITS SHALL BE TO THE MINIMUM DIMENSIONS SHOWN.
3. CONTRACTOR TO CLEAR PLUGGED WEEPHOLES. PAYMENT FOR WORK SHALL BE INCLUDED IN ITEM 202, PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN.
4. REPAIR BY TROWELABLE MORTAR LOCATIONS ARE CONSIDERED APPROXIMATE FROM 2021 FIELD INSPECTION. QUANTITIES HAVE BEEN INCREASED BY A FACTOR OF 1.25 FROM FIELD MEASUREMENTS. FINAL QUANTITIES AND AREAS TO BE REPAIRED SHALL BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING REPAIR BY TROWELABLE MORTAR.



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DESIGN	DRAFT	CHECK
MJT	MJT	SRB

IBI NO.: 135575

DATE: OCTOBER 2022

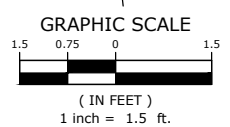
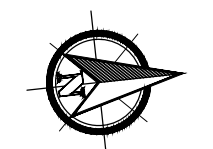
SCALE:
 HORIZONTAL: 1" = 2'
 VERTICAL: 1" = 2'

SHEET TITLE:

ABUTMENT
 REMOVAL DETAILS

SHEET NO.: 14/26

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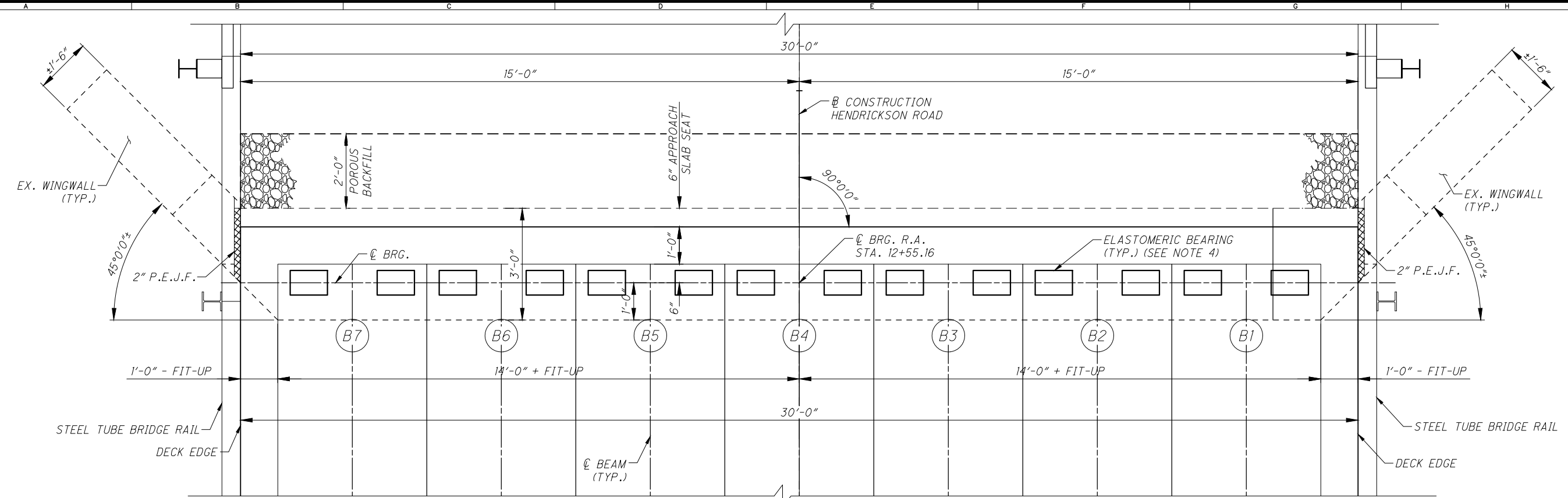
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DESIGN	DRAFT	CHECK
JM	EAG	SRB

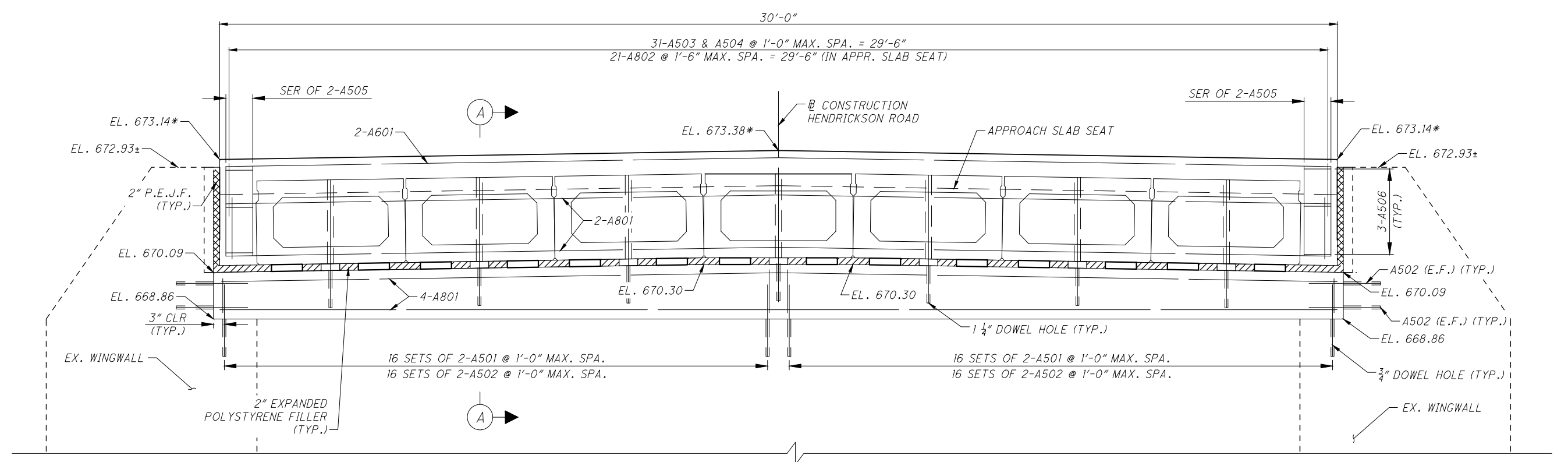
IBI NO.: 135575
 DATE: OCTOBER 2022
 SCALE:
 HORIZONTAL: 1" = 1.5'
 VERTICAL: 1" = 1.5'

SHEET TITLE:
**REAR ABUTMENT
 PLAN & ELEVATION**

SHEET NO.: **15/26**



REAR ABUTMENT PLAN



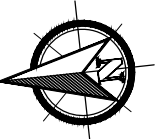
REAR ABUTMENT ELEVATION

* - ELEVATION GIVEN AT ϕ BEARING

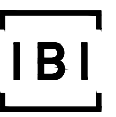
LAP SPLICE LENGTH	
#6	3'-7"
#8	5'-4"

NOTES:

1. ALL DIMENSIONS ARE MEASURED ALONG ϕ BRG.
2. FOR REINFORCING STEEL LIST, SEE SHEET 26/26.
3. FOR SECTION A-A, SEE SHEET 17/26.
4. FOR BEARING DETAILS, SEE SHEET 18/26.



GRAPHIC SCALE
 1.5 0.75 0 1.5
 (IN FEET)
 1 inch = 1.5 ft.



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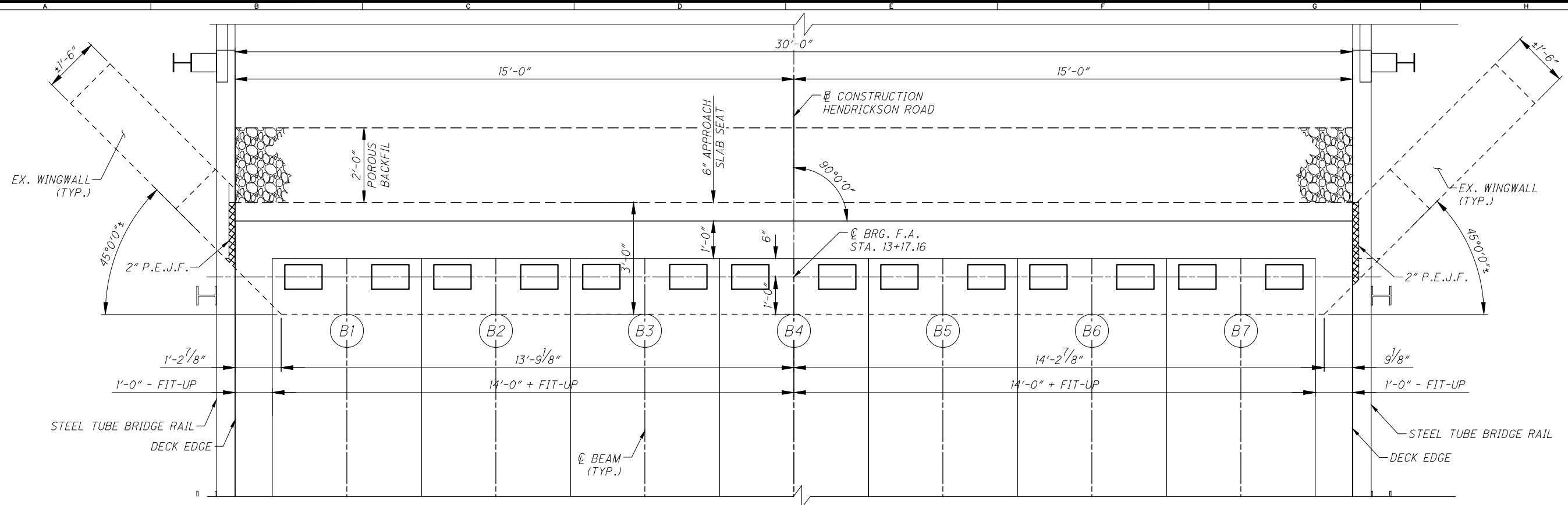
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DESIGN	DRAFT	CHECK
JM	EAG	SRB

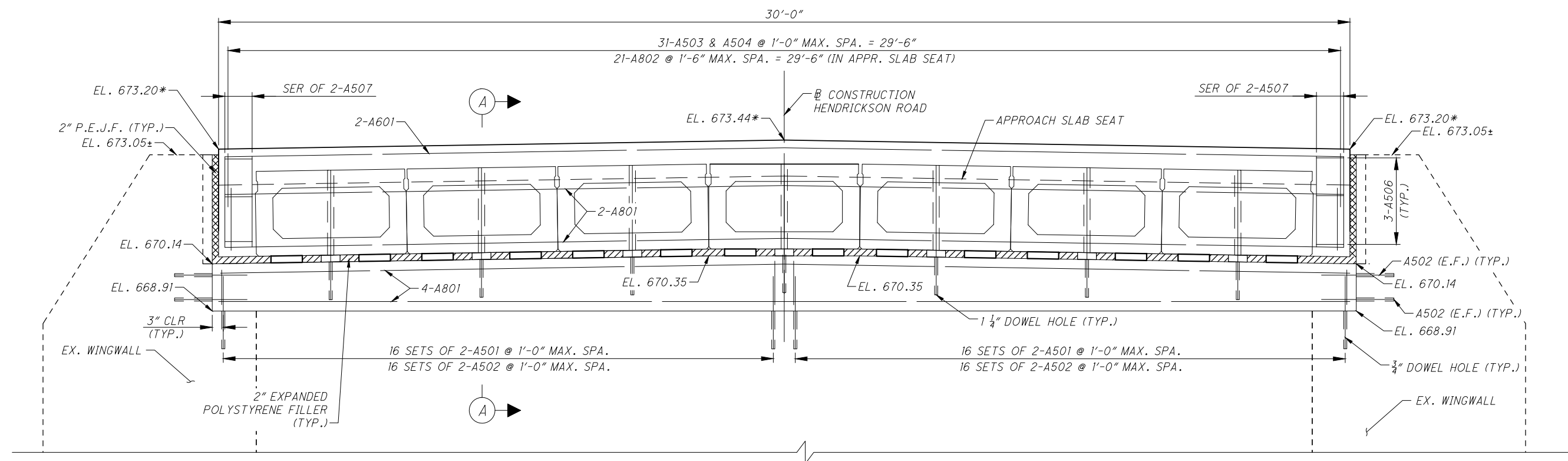
IBI NO.: 135575
 DATE: OCTOBER 2022
 SCALE:
 HORIZONTAL: 1" = 1.5'
 VERTICAL: 1" = 1.5'

SHEET TITLE:
FORWARD ABUTMENT PLAN & ELEVATION

SHEET NO.: 16/26



FORWARD ABUTMENT PLAN



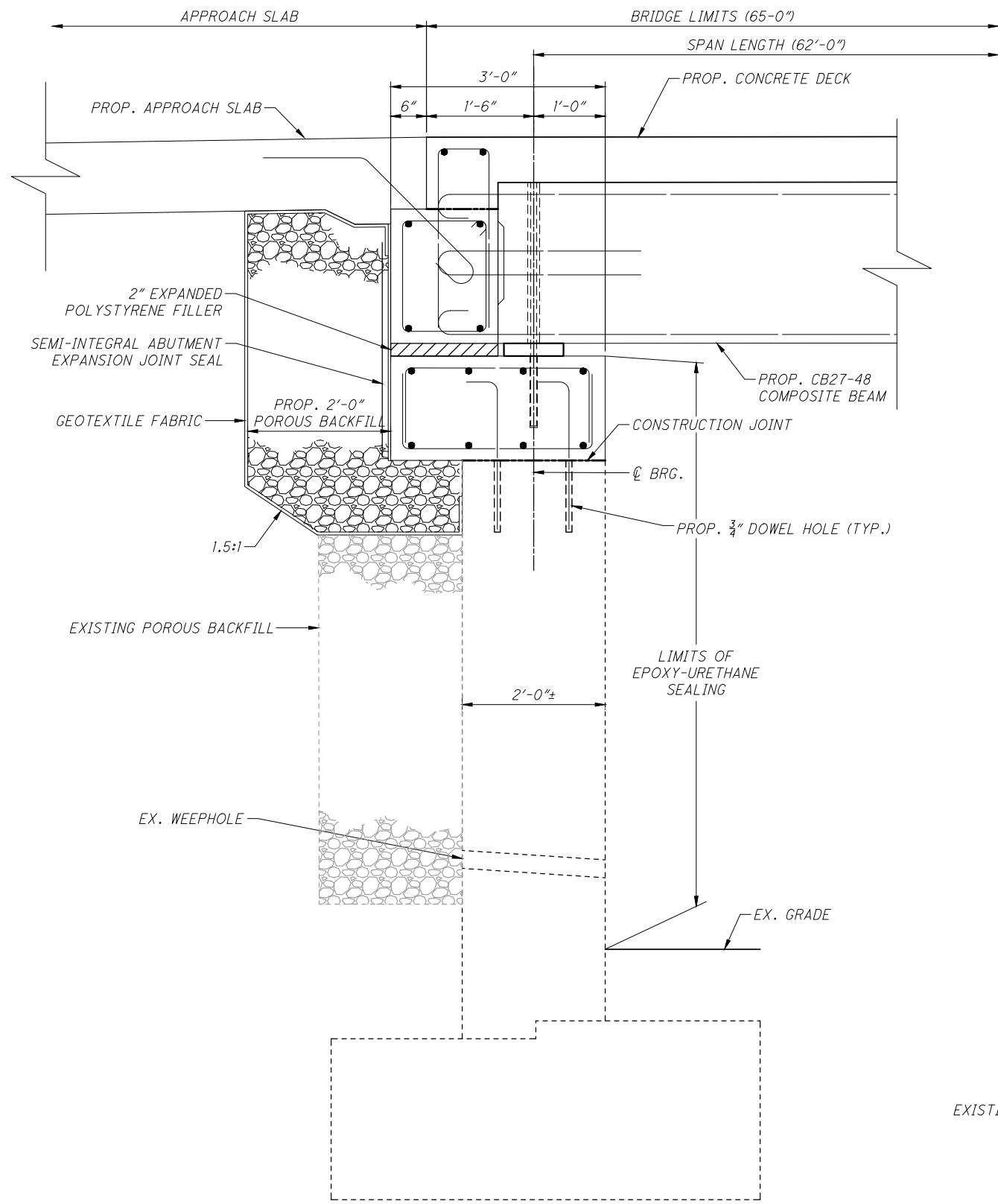
FORWARD ABUTMENT ELEVATION

* - ELEVATION GIVEN AT CL BEARING

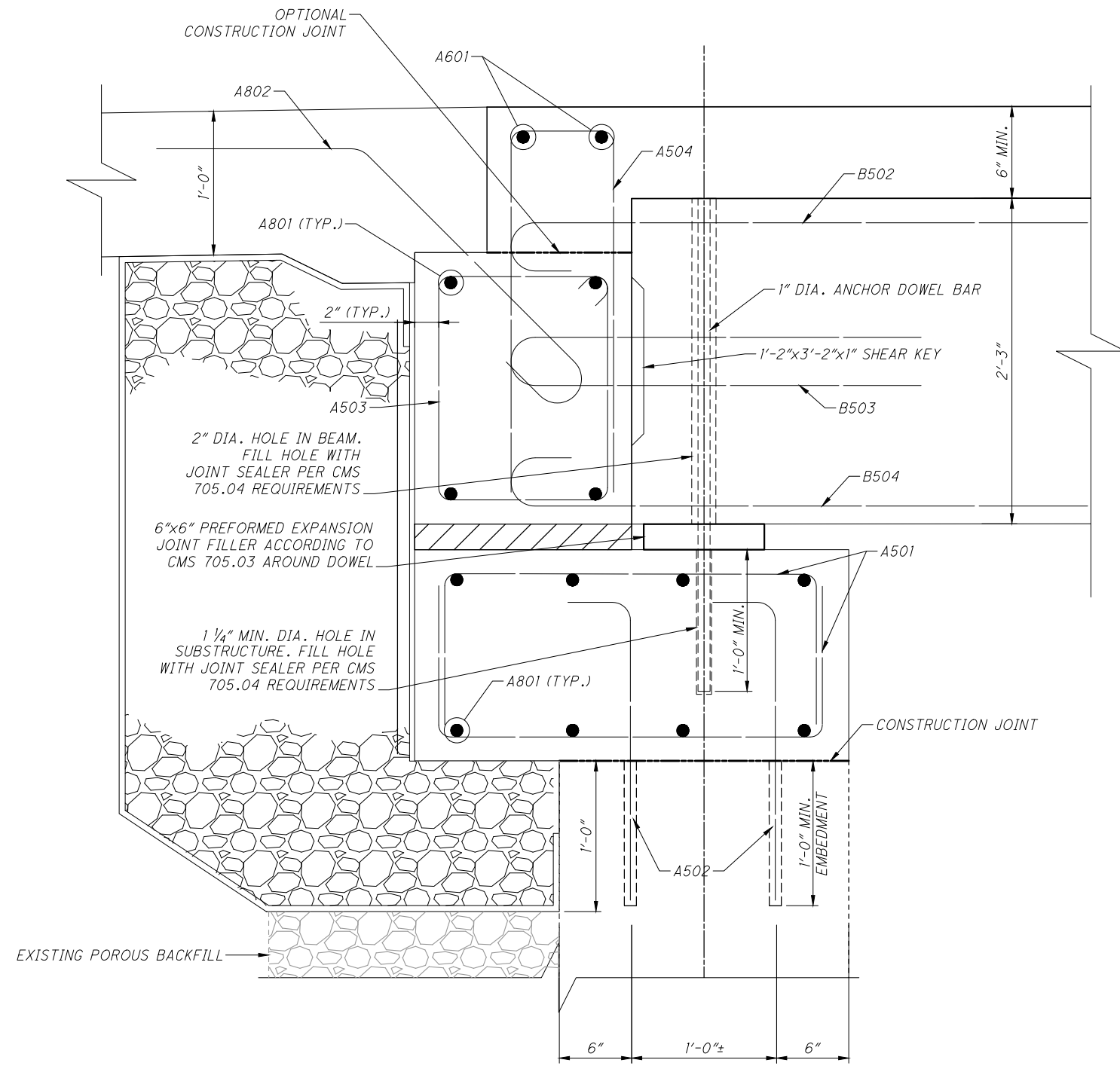
LAP SPLICE LENGTH	
#6	3'-7"
#8	5'-4"

NOTES:

- ALL DIMENSIONS ARE MEASURED ALONG CL BRG.
- FOR REINFORCING STEEL LIST, SEE SHEET 26/26.
- FOR SECTION A-A, SEE SHEET 17/26.
- FOR BEARING DETAILS, SEE SHEET 18/26.



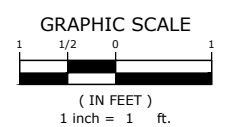
SECTION A-A
 REINFORCING NOT SHOWN FOR CLARITY
 SCALE = 1" = 1'



ABUTMENT REINFORCING DETAIL
 SCALE 1" = 6"

NOTES:

- FOR ABUTMENT PLAN AND ELEVATION, SEE SHEET 15/26 & 16/26.
- FOR BEAM REINFORCING DETAILS, SEE SHEET 19/26.



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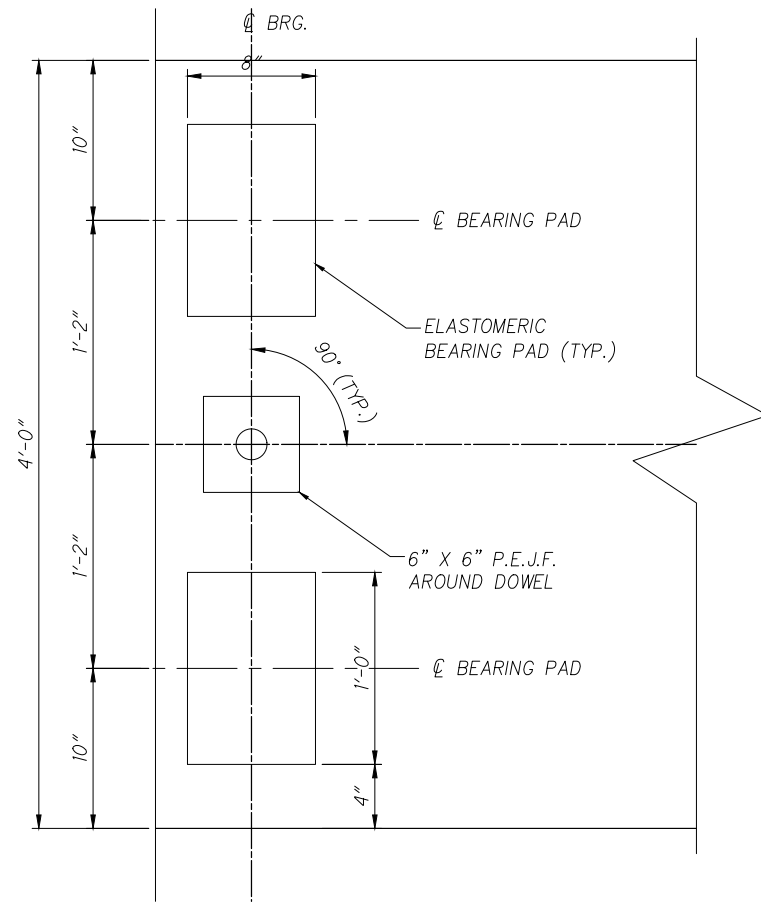
DESIGN	DRAFT	CHECK
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IBI NO.: 135575
 DATE: OCTOBER 2022
 SCALE:
 HORIZONTAL: AS NOTED
 VERTICAL: AS NOTED

ABUTMENT SECTIONS & DETAILS

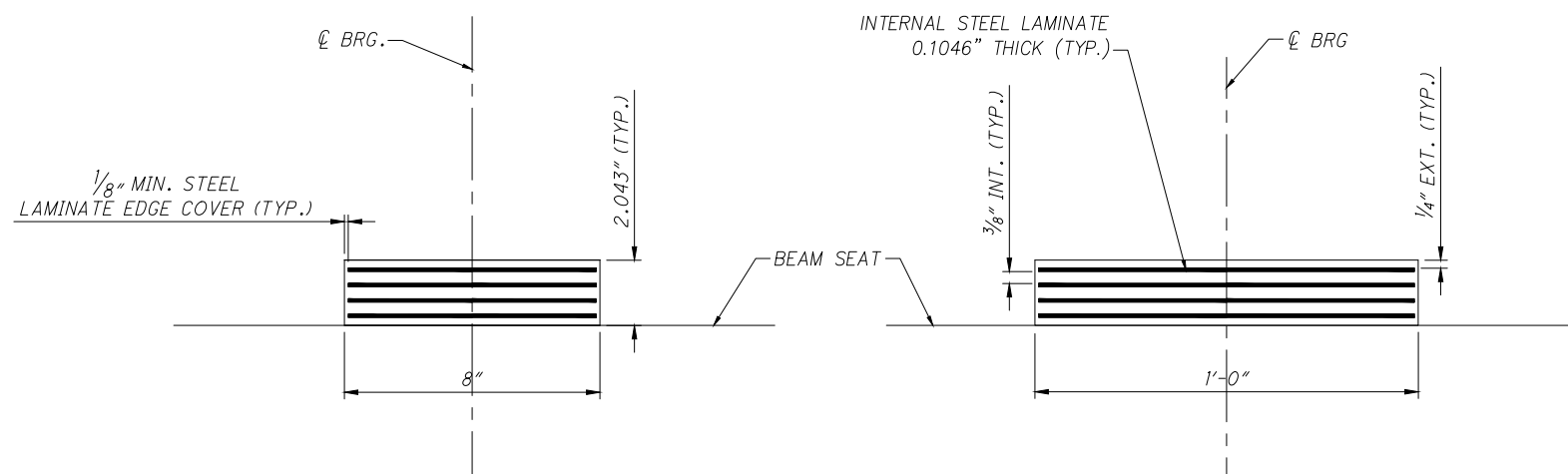
SHEET NO.: **17/26**

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BEARING ORIENTATION DETAIL PLAN

LAMINATED ELASTOMERIC BEARING DATA					
BEARING LOCATION	BEARING TYPE	NO. REQUIRED	UNFACTORED DEAD LOAD (KIPS)	UNFACTORED LIVE LOAD (KIPS)	UNFACTORED TOTAL LOAD (DL+LL) (KIPS)
R.A.	EXPANSION	14	29	29	58
F.A.	EXPANSION	14	29	29	58



LAMINATED ELASTOMERIC BEARING ELEVATION

NOTES:

1. THE ELASTOMER SHALL HAVE A HARDNESS OF 50 DUROMETER. THE BEARINGS WERE DESIGNED IN ACCORDANCE WITH SECTION 14.7.6 (METHOD A) OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. THE LONG-TERM COMPRESSION PROOF LOAD TEST (AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, DIVISION II, SECTION 18.7.2.6) IS NOT REQUIRED.
2. BASIS OF PAYMENT: THE UNIT BID PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND INCIDENTALS NECESSARY TO FURNISH AND INSTALL LAMINATED ELASTOMERIC BEARINGS. PAYMENT WILL BE AT THE UNIT PRICE BID FOR ITEM 516, ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY.



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TURTLECREEK TOWNSHIP, OHIO

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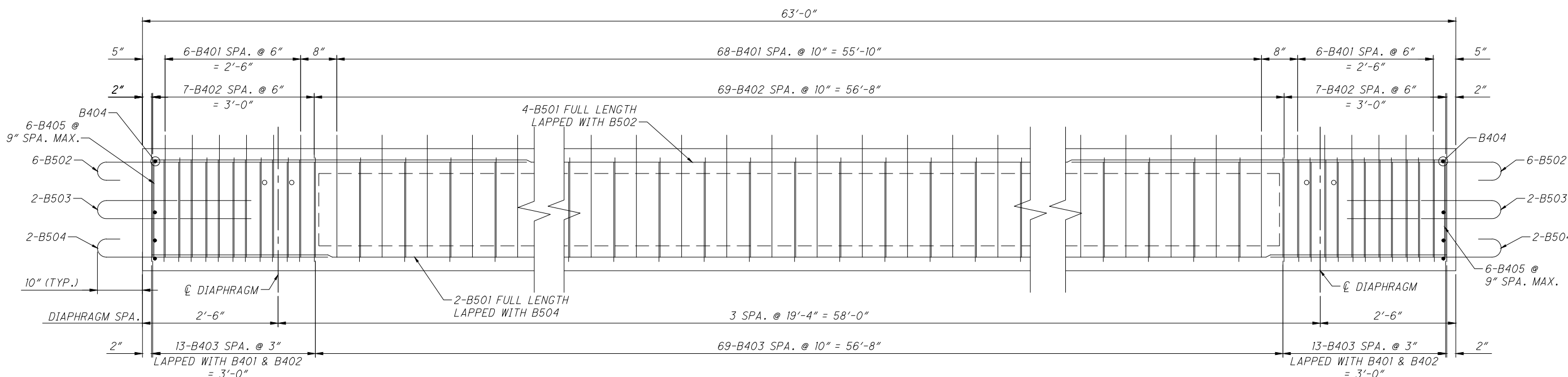
DATE: OCTOBER 2022

SCALE:
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 VERTICAL: 1" = 0.25'

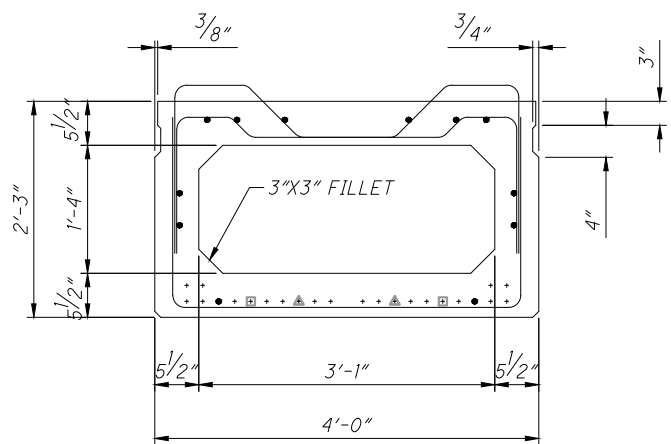
SHEET TITLE:

BEARING DETAILS

SHEET NO.: 18/26



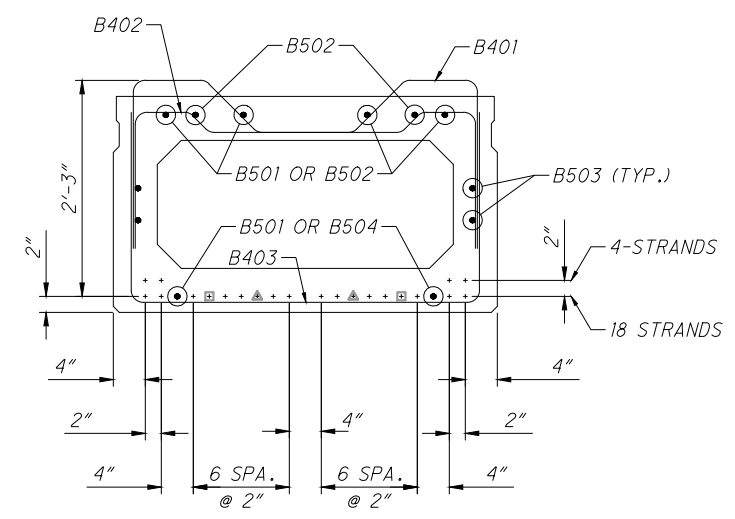
BEAM ELEVATION



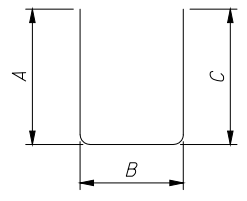
CB27-48 SECTION

MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
					A	B	C	D	E	R	INCR.
CB27X48 PRESTRESSED BOX BEAM REINFORCING TABLE (PER BEAM)											
B401	80	7' - 4"	392	32	1' - 9"	9 1/2"	1' - 0"	6 1/2"			
B402	81	6' - 5"	347	32	1' - 5"	7 1/2"	2' - 1"	2"			
B403	93	7' - 4"	456	2	1' - 11"	3' - 8"	1' - 11"				
B404	8	3' - 8"	20	STR.							
B405	12	1' - 11"	15	STR.							
B501	6	62' - 8" *	392	STR.							
B502	12	8' - 6"	106	16	7' - 11"						
B503	4	6' - 0"	25	24	4"	2' - 8"			2 1/2"		
B504	4	4' - 10"	20	16	4' - 3"						

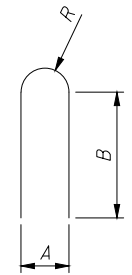
* FULL LENGTH EMBEDDED WITH 3'-3" LAP LENGTH WITHIN THE OUTER QUARTER OF THE SPAN (NO. 5 BARS).



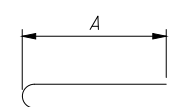
CB27-48 STRAND PATTERN (TYP. FOR BEAMS 1 TO 7)



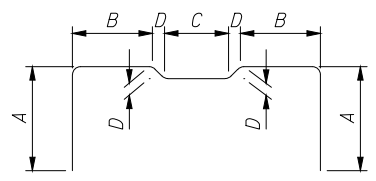
TYPE-2



TYPE-24



TYPE-16



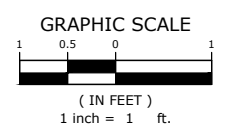
TYPE-32

LEGEND:

- + PRESTRESSED STRAND
- ▲ PRESTRESSED STRAND DEBONDED 2'-0" AT ENDS
- REINFORCING STEEL
- PRESTRESSED STRANDS DEBONDED 4'-0" AT ENDS

NOTES:

1. FOR ADDITIONAL PRESTRESSED BOX BEAM DETAILS SEE STD. DWG. PSBD-2-07.
2. FOR FRAMING PLAN, SEE SHEET 20/26.
3. FOR SLAB THICKNESS AND CAMBER DIAGRAM, SEE SHEET 23/26.
4. PROVIDE A 1" DEEP SHEAR KEY CENTERED IN THE BEAM END. THE SHEAR KEY HEIGHT SHALL BE 14" AND THE WIDTH SHALL BE 38".
5. PRECAST BARS PROJECTING FROM THE BEAMS (B401, B502, B503, AND B504) SHALL BE EPOXY COATED AND BE INCLUDED WITH ITEM 515, PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBER, FOR PAYMENT.



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WARREN COUNTY

WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JRM	EAG	AS

IBI NO.: 135575

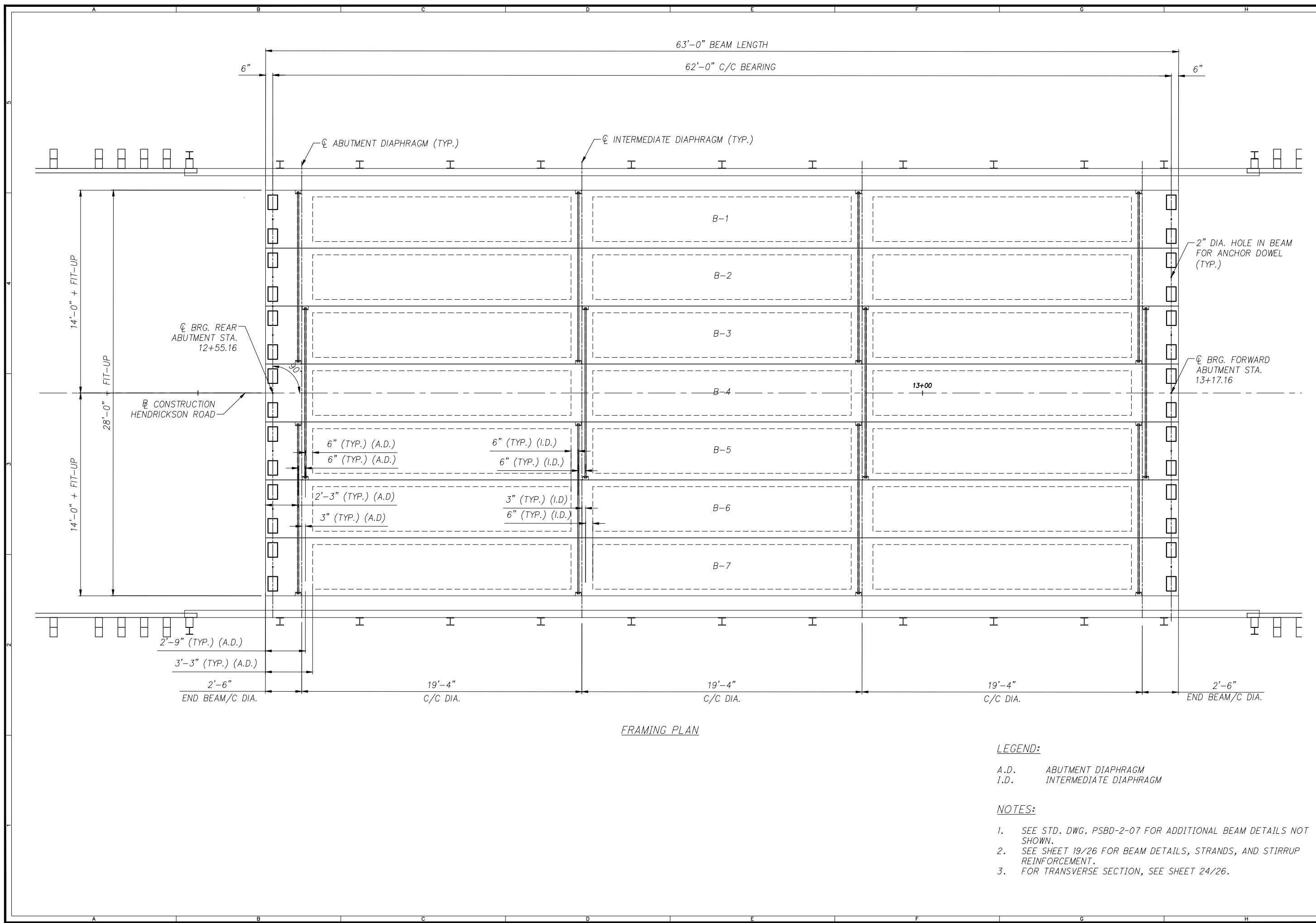
DATE: OCTOBER 2022

SCALE:
HORIZONTAL: 1" = 1'
VERTICAL: 1" = 1'

SHEET TITLE:

BEAM DETAILS

SHEET NO.: 19/26



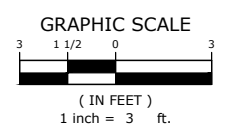
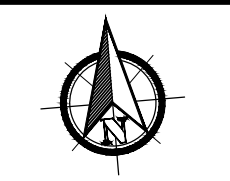
FRAMING PLAN

LEGEND:

A.D. ABUTMENT DIAPHRAGM
 I.D. INTERMEDIATE DIAPHRAGM

NOTES:

- SEE STD. DWG. PSBD-2-07 FOR ADDITIONAL BEAM DETAILS NOT SHOWN.
- SEE SHEET 19/26 FOR BEAM DETAILS, STRANDS, AND STIRRUP REINFORCEMENT.
- FOR TRANSVERSE SECTION, SEE SHEET 24/26.



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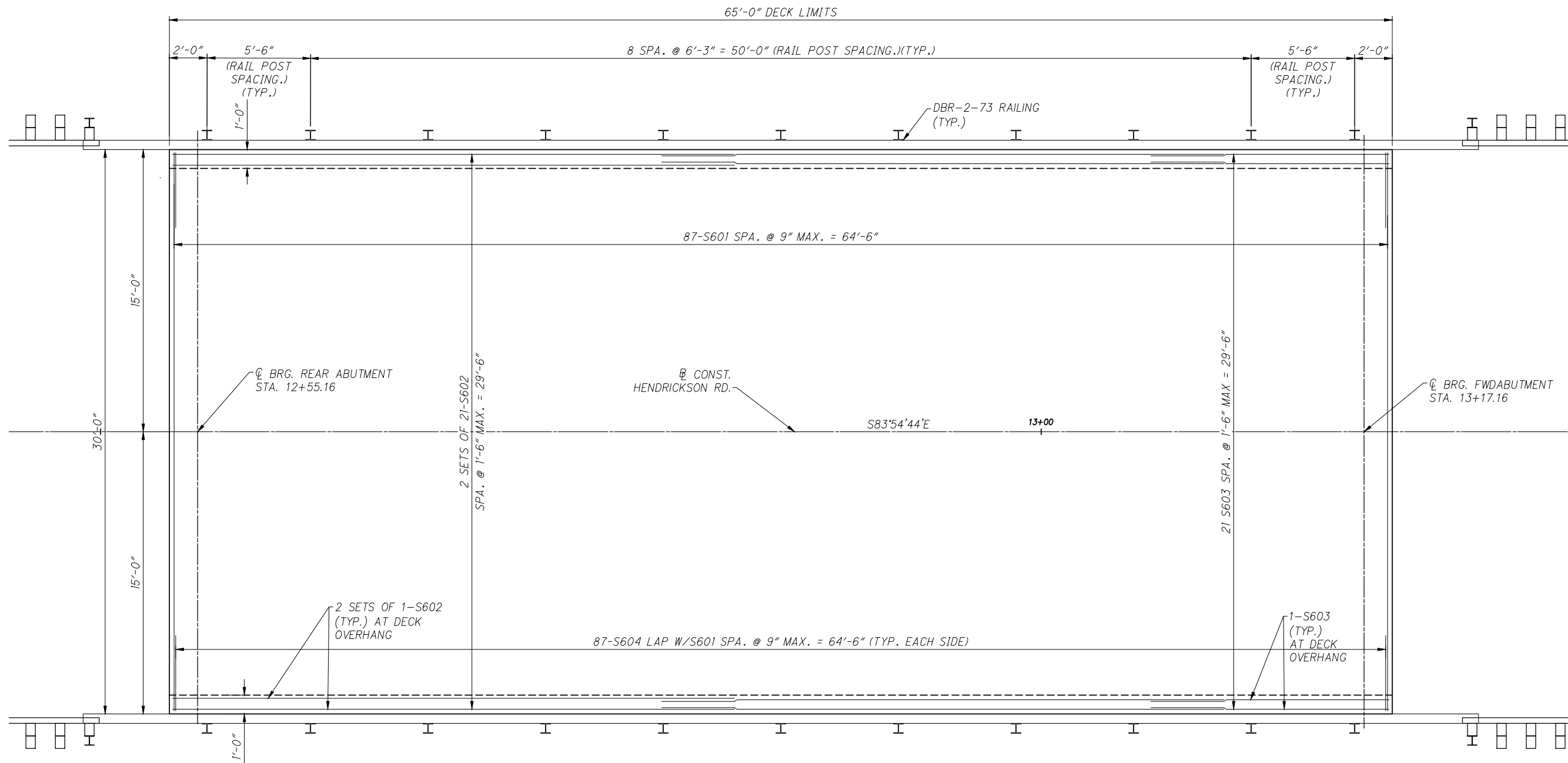
SCALE: HORIZONTAL: 1" = 3'

SHEET TITLE:

FRAMING PLAN

SHEET NO.: 20/26

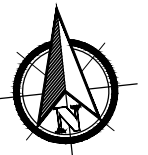
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DECK PLAN

NOTES:

1. FOR TRANSVERSE SECTION, SEE SHEET 24/26.
2. MINIMUM LAP LENGTH:
LAP NO. 6 BARS = 4'-0"
3. FIELD BEND TRANSVERSE BARS AS NECESSARY TO FIT THE CROWN INCLUDE COST WITH ITEM 511 FOR PAYMENT.



GRAPHIC SCALE



(IN FEET)
1 inch = 3 ft.



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TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
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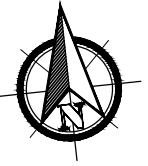
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HORIZONTAL: 1" = 3'

SHEET TITLE:

DECK PLAN

SHEET NO.: 21/26

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TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
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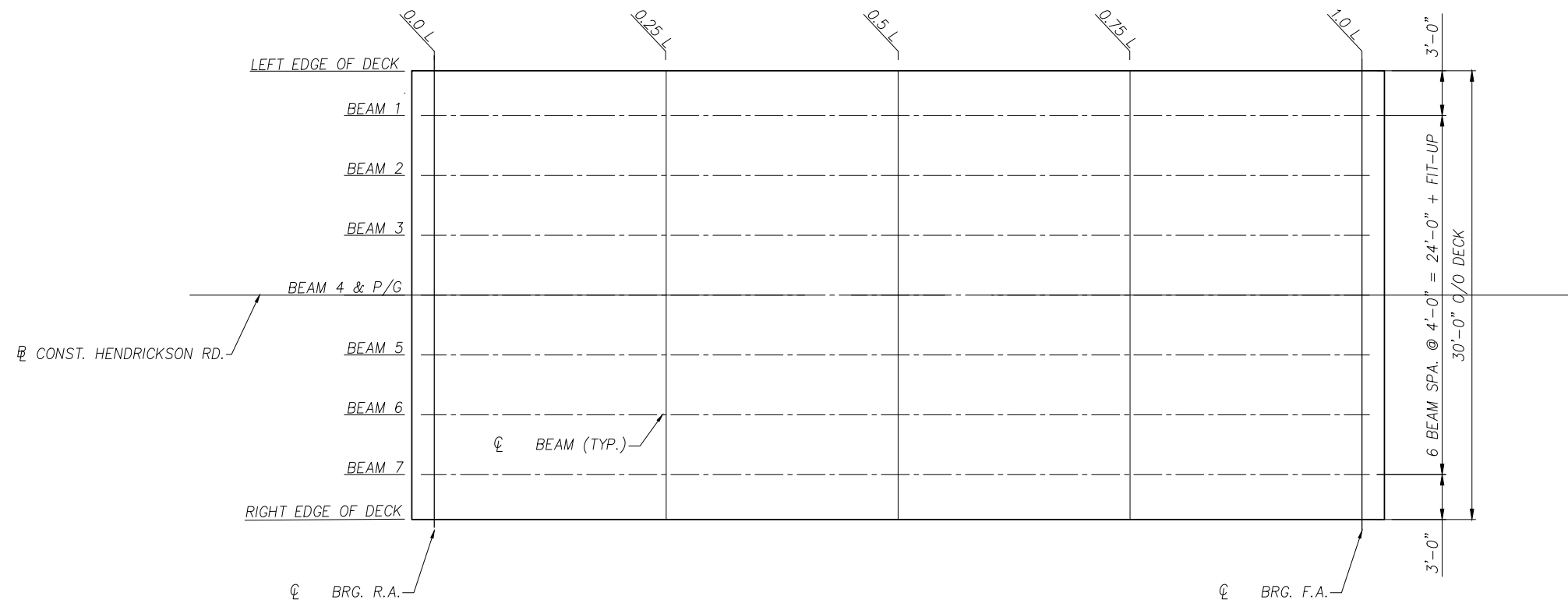
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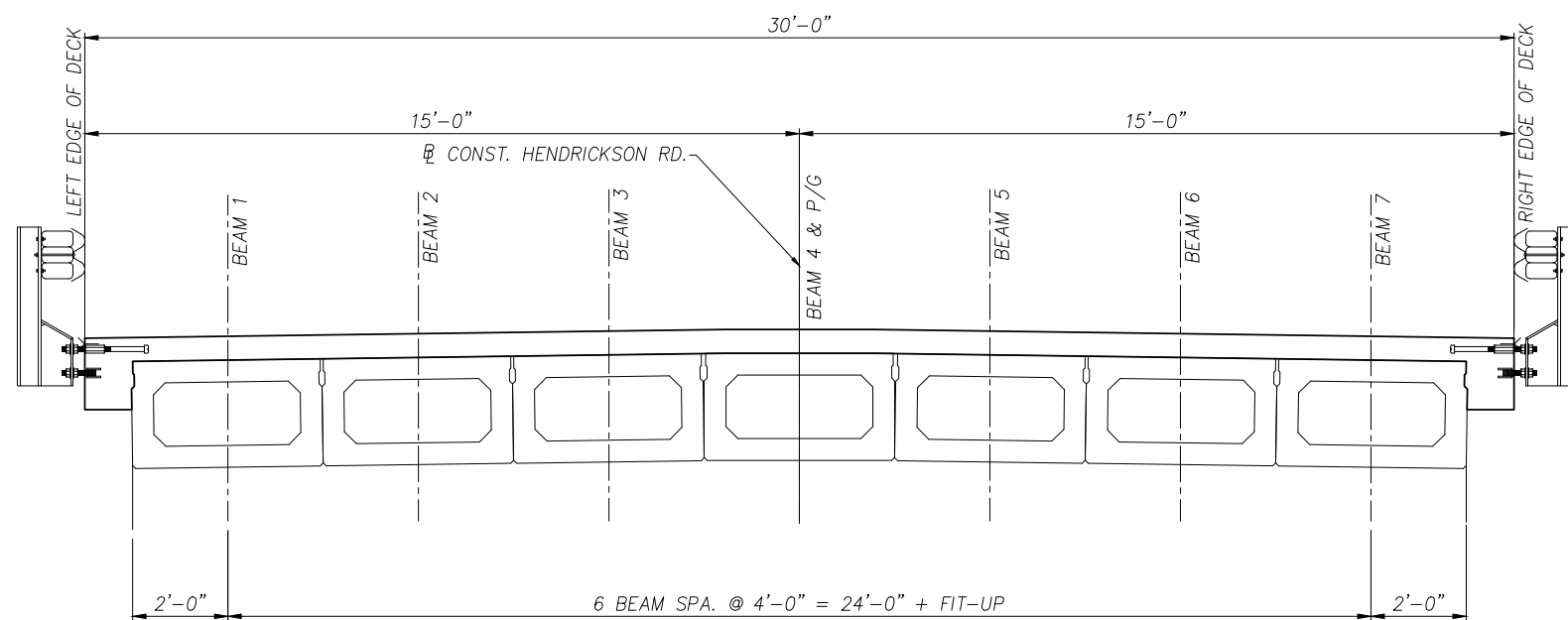
SHEET TITLE:

SCREED LOCATIONS

SHEET NO.: 22/26



SCREED LAYOUT

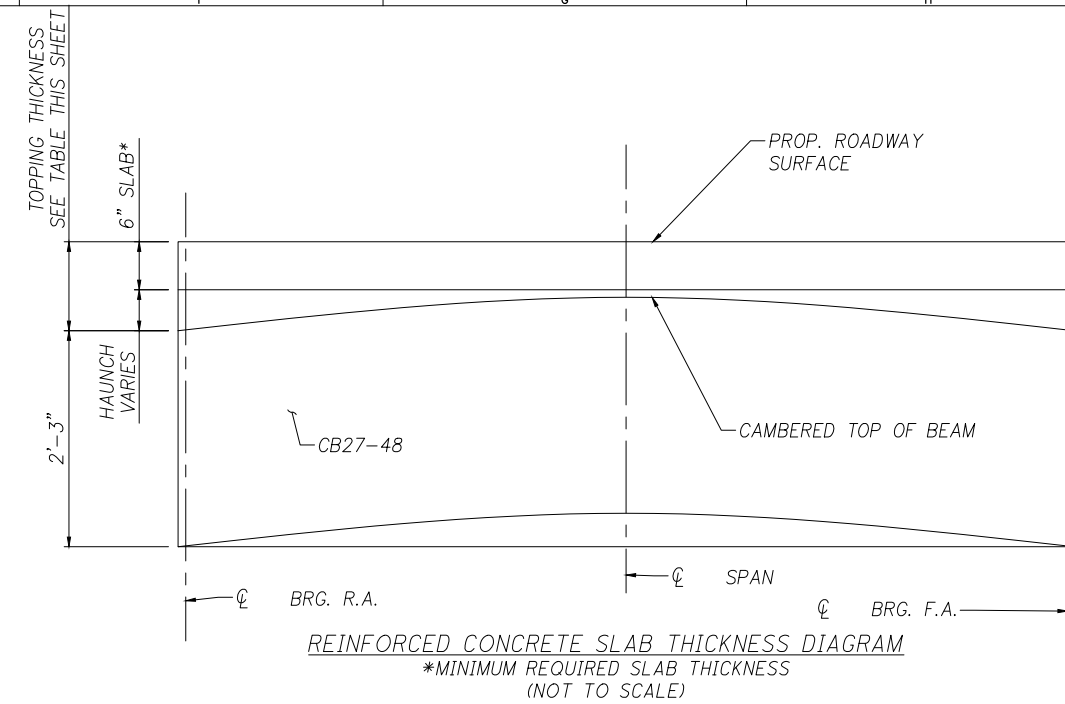


SCREED TRANSVERSE SECTION
 SCALE 1" = 2'

NOTES:

- FOR SCREED, AND FINAL DECK ELEVATIONS, SEE SHEET 23/26.

FINAL DECK SURFACE & SCREED ELEVATIONS TABLE (WAR-CR0080-0.19)						
	BEAM POINTS	CL BRG RA	1/4 POINT	1/2 POINT	3/4 POINT	CL BRG FA
LEFT EDGE OF DECK	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	15.00 LT	15.00 LT	15.00 LT	15.00 LT	15.00 LT
	FINAL DECK SURFACE ELEVATION (FT)	673.14	673.16	673.17	673.18	673.20
	SCREED ELEVATION (FT)	673.14	673.19	673.21	673.21	673.20
BEAM 1	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	12.00 LT	12.00 LT	12.00 LT	12.00 LT	12.00 LT
	FINAL DECK SURFACE ELEVATION (FT)	673.19	673.20	673.22	673.23	673.25
BEAM 2	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	8.00 LT	8.00 LT	8.00 LT	8.00 LT	8.00 LT
	FINAL DECK SURFACE ELEVATION (FT)	673.25	673.27	673.28	673.30	673.31
BEAM 3	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	4.00 LT	4.00 LT	4.00 LT	4.00 LT	4.00 LT
	FINAL DECK SURFACE ELEVATION (FT)	673.32	673.33	673.35	673.36	673.37
P/G & BEAM 4	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	0.00	0.00	0.00	0.00	0.00
	FINAL DECK SURFACE ELEVATION (FT)	673.38	673.40	673.41	673.42	673.44
BEAM 5	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	4.00 RT	4.00 RT	4.00 RT	4.00 RT	4.00 RT
	FINAL DECK SURFACE ELEVATION (FT)	673.32	673.33	673.35	673.36	673.37
BEAM 6	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	8.00 RT	8.00 RT	8.00 RT	8.00 RT	8.00 RT
	FINAL DECK SURFACE ELEVATION (FT)	673.25	673.27	673.28	673.30	673.31
BEAM 7	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	12.00 RT	12.00 RT	12.00 RT	12.00 RT	12.00 RT
	FINAL DECK SURFACE ELEVATION (FT)	673.19	673.20	673.22	673.23	673.25
RIGHT EDGE OF DECK	STATION	12+55.16	12+70.66	12+86.16	13+01.66	13+17.16
	OFFSET (FT)	15.00 RT	15.00 RT	15.00 RT	15.00 RT	15.00 RT
	FINAL DECK SURFACE ELEVATION (FT)	673.14	673.16	673.17	673.18	673.20
	SCREED ELEVATION (FT)	673.14	673.19	673.21	673.21	673.20



TOPPING THICKNESS (INCH) (WAR-CR0080-0.19)			
BEAMS	CL BRG RA	MID-SPAN	CL BRG FA
BEAM 1	7 1/2	6 5/8	7 1/2
BEAM 2	7 1/2	6 5/8	7 1/2
BEAM 3	7 1/2	6 5/8	7 1/2
BEAM 4	7 1/2	6 5/8	7 1/2
BEAM 5	7 1/2	6 5/8	7 1/2
BEAM 6	7 1/2	6 5/8	7 1/2
BEAM 7	7 1/2	6 5/8	7 1/2

NOTES:

- SCREED ELEVATIONS SHOWN REPRESENT THE THEORETICAL DECK SURFACE LOCATION PRIOR TO DEFLECTIONS CAUSED BY DECK PLACEMENT AND OTHER ANTICIPATED DEAD LOADS.
- FINAL DECK SURFACE ELEVATIONS SHOWN REPRESENT THE DECK SURFACE LOCATION AFTER ALL ANTICIPATED DEAD LOAD DEFLECTIONS HAVE OCCURRED.
- CAMBER:
 ESTIMATED CAMBER AT DAY 0 (D0) IS 15/16".
 ESTIMATED CAMBER AT DAY 30 (D30) IS 1 1/2".
 DEFLECTION DUE TO REMAINING DEAD LOAD (E.G. CONCRETE DECK, BARRIERS, ETC.) IS 1/2".
 THE BEAM SEAT ELEVATIONS ASSUME ESTIMATED CAMBER (D30).
- DECK SLAB THICKNESS FOR CONCRETE QUANTITY:
 THE ESTIMATED QUANTITY OF DECK CONCRETE IS MEASURED ACCORDING TO C&MS 511. IN ADDITION TO THE DESIGN SLAB THICKNESS, THE QUANTITY INCLUDES A VARIABLE HAUNCH THICKNESS THAT PROVIDES AN ALLOWANCE FOR: BEAM CAMBER.



IBI GROUP
 23 Triangle Park Drive
 Cincinnati OH 45246
 tel 513 942 3141
 fax 513 881 2263
 Contact: Steve Butler Ext: 51915
 ibigroup.com

REVISION:

SUBMISSION:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

WARREN COUNTY

WAR-CR0080-0.19

TURTLE CREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
SS	EAG	AS

IBI NO.: 135575

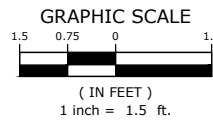
DATE: OCTOBER 2022

SHEET TITLE:

TOP OF DECK
 ELEVATIONS &
 CAMBER DETAILS

SHEET NO.: 23/26

3:135575.dwg - General Engineering - IBI Group, Inc.



IBI GROUP
 23 Triangle Park Drive
 Cincinnati OH 45246
 tel 513 942 3141
 fax 513 881 2263
 Contact: Steve Butler Ext: 51915
 ibigroup.com

REVISION:

SUBMISSION:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

WARREN COUNTY

WAR-CR0080-0.19

TURTLECREEK TOWNSHIP, OHIO

DESIGN	DRAFT	CHECK
JRM	EAG	AIS

IBI NO.: 135575

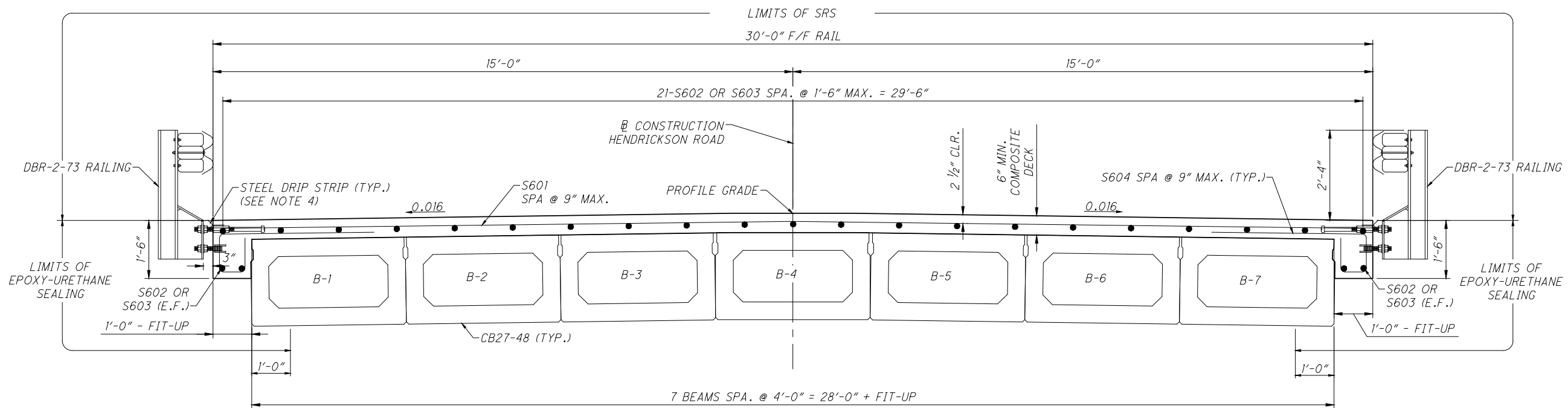
DATE: OCTOBER 2022

SCALE:
 HORIZONTAL: 1" = 1.5'
 VERTICAL: 1" = 1.5'

SHEET TITLE:

TRANSVERSE SECTION

SHEET NO.: 24/26



TRANSVERSE SECTION

NOTES:

1. FOR PRESTRESSED CONCRETE BOX BEAM DETAILS, SEE SHEET 19/26.
2. FOR DECK REINFORCING DETAILS, SEE SHEET 21/26.
3. FOR BEAM CAMBER, TOPPING THICKNESS, AND HAUNCH THICKNESS, SEE SHEET 23/26.
4. FOR DRIP STRIP NOTES AND DETAILS, SEE STD. DWG DS-1-92.

BID/CONTRACT DOCUMENTS

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION
PROJECT
(WAR-CR 80-0.19)**

DBE GOAL 9%

**ON BEHALF OF
NEIL F. TUNISON
WARREN COUNTY ENGINEER**

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

PROPOSAL PRICE (BID) SHEET

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
BID PROPOSAL**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
ROADWAY					
201	Clearing and Grubbing, As Per Proposal Note	1	Lump		
202	Guardrail Removed	210	FT		
203	Excavation Including Pavement Removal, As Per Proposal Note	68	CY		
203	Embankment	26	CY		
606	Anchor Assembly, Type E	4	Each		
606	Bridge Terminal Assembly, Type 4	4	Each		
				Sub-Total =	
EROSION CONTROL					
659	Topsoil, As Per Proposal Note	14	CY		
659	Seeding and Mulching, Class 1	166	SY		
659	Repair Seeding and Mulching	9	SY		
659	Commercial Fertilizer	0.03	Ton		
659	Water	1	M Gal		
832	Erosion Control, As Per Proposal Note	2,500	Each	\$ 1.00	\$ 2,500.00
				Sub-Total =	
PAVEMENT					
204	Subgrade Compaction	312	SY		
204	Proof Rolling	1	Hour		
252	Full Depth Pavement Sawing	53	FT		
301	Asphalt Concrete Base, PG 64-22	48	CY		
304	Aggregate Base	17	CY		
407	Non-Tracking Tack Coat	30	Gal		
441	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	9	CY		
441	Asphalt Concrete Intermediate Course, Type 1, (448) PG 64-22	9	CY		
				Sub-Total =	
TRAFFIC CONTROL					
626	Barrier Reflector, Type 2 (Bi-Directional)	8	Each		
630	Ground Mounted Support, No. 3 Post	10	FT		
630	Sign, Flat Sheet	7.5	SF		
630	Removal of Ground Mounted Sign and Disposal	1	Each		
644	Edge Line, 4"	0.04	Mile		
644	Center Line	0.02	Mile		
646	Edge Line, 4"	0.04	Mile		
646	Center Line	0.02	Mile		
				Sub-Total =	

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
 BID PROPOSAL**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
	BRIDGE				
202	Portions of Structure Removed, Over 20 Foot Span, As Per Plan	1	Lump		
202	Wearing Course Removed	167	SY		
503	Unclassified Excavation, As Per Proposal Note	1	Lump		
509	Epoxy Coated Steel Reinforcing	10,098	Pounds		
510	Dowel Holes with Nonshrink, Nonmetallic Grout, As Per Proposal Note	144	Each		
511	Class QC 2 Concrete, Superstructure, As Per Proposal Note	54	CY		
511	Class QC 1 Concrete, Abutment Not Including Footing, As Proposal Note	9	CY		
512	Sealing of Concrete Surfaces (Epoxy Urethane), As Per Plan	127	SY		
512	Treating Concrete Bridge Deck with SRS, As Per Proposal Note	317	SY		
515	Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB27-48, As Per Proposal Note	7	Each		
516	2" Preformed Expansion Joint Filler	23	SF		
516	Semi-Integral Abutment Expansion Joint Seal	81	FT		
516	Elastomeric Bearing with Internal Laminates Only (Neoprene), (8" x 12" x 2.043")	28	Each		
517	Railing (Deep Beam Rail with Steel Tubular Backup and Type 2 Steel Posts and Anchor Bolts)	149	FT		
518	Porous Backfill with Geotextile Fabric	21	CY		
Special	Steel Drip Strip, As Per Proposal Note	163	FT		
526	Reinforced Concrete Approach Slabs (T=12")	100	SY		
526	Type A Installation	60	FT		
843	Patching Concrete Structures with Trowelable Mortar	10	SF		
				Sub-Total =	
	MISCELLANEOUS				
614	Maintaining Traffic, As Per Proposal Note	1	Lump		
623	Construction Layout Stakes and Surveying, As Per Proposal Note	1	Lump		
624	Mobilization	1	Lump		
				Sub-Total =	
				Total Bid Price =	

BID PROPOSAL

Proposal for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project. This work consists of rehabilitating the existing bridge and completing the related roadway items along Hendrickson Road. The project shall be as per plans and specifications as provided by the Warren County Engineer.

The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., necessary to construct this project for the Warren County Engineer's Office. The above quotations to be in full force and effect for sixty (60) days after the date of opening bids. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

TOTAL BID PRICE \$ _____

The contract will be awarded to the best and most responsive bid based on the qualifications of the Contractor and the total price of the Total Bid Price.

SIGNED

PRESIDENT

COMPANY

SECRETARY

BY

TITLE

DATE

ADDRESS

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

FEDERAL ID #:

WEBSITE ADDRESS:

TABLE OF CONTENTS

Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification

- A) Invitation to Bidders
Directions to Warren County Administration Building
- B) General Instructions to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bond & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Non-Discrimination and Equal Employment Opportunity Requirements and Affidavit
- K) Findings for Recovery Affidavit
- L) Federal Davis-Bacon Wage
- M) Special Provisions/Technical Specifications

SECTION A

INVITATION TO BIDDERS

INVITATION TO BIDDERS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:30 a.m., February 21, 2023, and then at said time bids will be opened and read aloud for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19).

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Roy Henson, Bridge Engineer, at the Warren County Engineer's Office, at (513) 695-3310. **Only ODOT prequalified contractors are eligible to submit bids for this Project.** Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

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 Act for prevailing wage requirements for Federally funded projects.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked "**Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19)**"

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

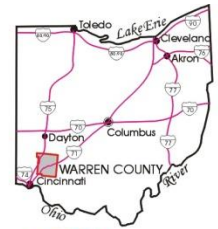
By order of the Board of County Commissioner, County of Warren, State of Ohio.


Tina Osborne, Clerk

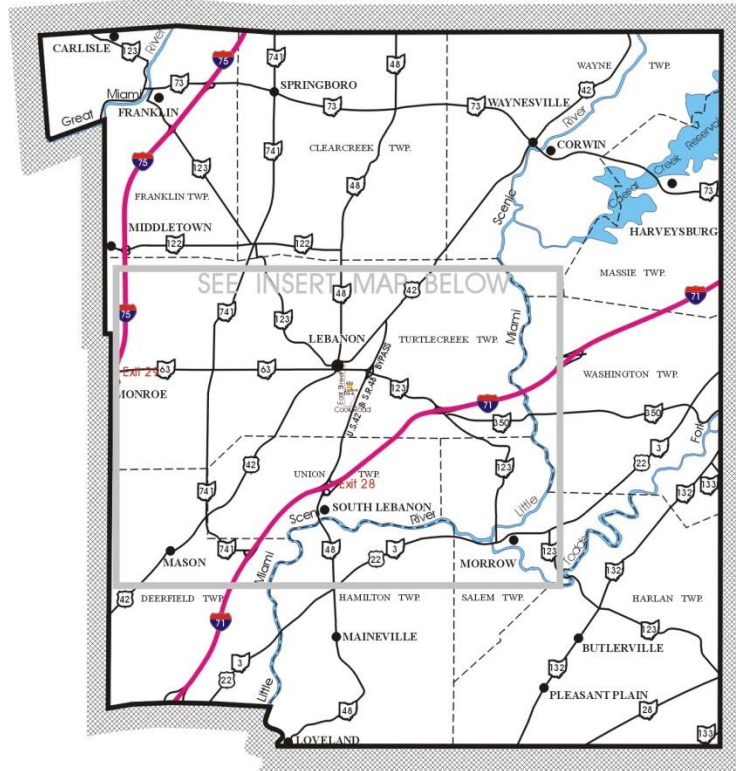


DIRECTIONS FROM INTERSTATE HIGHWAYS 71 & 75 TO WARREN COUNTY, OHIO

COUNTY ADMINISTRATION BUILDING



TRI-STATE REGION COUNTIES



FROM INTERSTATE 75:

- Take Monroe / Lebanon Exit 29,
- Head East on S. R. 63 into Lebanon,
- Turn right onto East Street,
- Turn left onto Justice Drive,
- Turn left into parking lot,
- At first driveway on left.

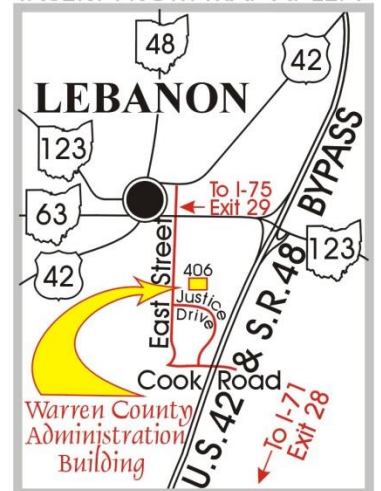
FROM INTERSTATE 71:

- Take Lebanon / South Lebanon Exit 28,
- Head North on U. S. 42 / S. R. 48 Bypass,
- Turn left onto Cook Road at traffic light,
- Turn at first right onto Justice Drive,
- Turn right at first street on right,
- Then left into parking lot at first left.

INSERT FROM ABOVE MAP



INSERT FROM MAP AT LEFT



Map Prepared By: Warren County Regional Planning Commission

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until 9:30 a.m., February 21, 2023, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036. Bids shall be submitted in a sealed envelope clearly marked "**Bid Opening – Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80- 0.19)**"

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19)

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder;

- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
 - d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
 - e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
 - f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
 - g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
5. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.
6. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder, letter of credit equal to ten (10) percent of the bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
7. **Liquidated Damages for Failure to Enter into Contract:** Submission of a bid shall be a representation by the Contractor that it has fully reviewed and is familiar with the Contract and all contract documents as defined in the contract and will execute the contract if awarded the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the Contract (attached hereto) and required bonds within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by September 29, 2023. The completion date may be extended in the event of adverse weather conditions. Bidder must agree also to pay as liquidated damaged the sum of \$400.00 for each consecutive calendar day thereafter.
9. **NO DAMAGE FOR DELAY:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to)

obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or act of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.

10. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor.
11. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: Roy Henson, Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio, 45036, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. **Security for Faithful Performance:** Simultaneously with the delivery of the executed Contract, the Contractor shall furnish payment and performance bonds as security for faithful performance of this contract and for the payment of all subcontracts, suppliers and laborers performing labor on the project under the Contract and furnishing materials in connection with the Contract.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.
13. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
15. **Method of Award - Lowest Qualified Bidder:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
16. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

17. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or 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.
18. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
19. **Soil Conditions:** Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.
20. **Water Supply:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.
21. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
22. **Permits:** The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.
23. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the

terms "doing business as", or "sole owner." The bidder shall further state in his/her proposal the name and address of each person or corporation interested therein.

24. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
25. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section C). This affidavit shall be dated and executed as part of this bid.
26. **EEO Compliance:** Bidders please see Section J for EEO Compliance Requirements and Affidavit.
27. **Prevailing Wage Rates:** In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. A copy of these prevailing wage rates has been included in these specifications as Exhibit L. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization, No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
29. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his/her own cost and expense purchase and maintaining in force until final acceptance of his/her work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided but **shall specifically refer to this Contract** and shall name the Board of Warren

County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

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

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Damage Liability Insurance.

Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.

Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J - (Where Applicable) Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J (where applicable) shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury coverage (Items B, D, F, and H) shall be broadened by the inclusion of the term's "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property Damage Liability Insurance for the same amounts as provided for Item B and C during the period of one (1) year after the final acceptance date shall be the date the final estimate is paid to the Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Vendor shall carry Commercial General Liability Insurance coverage. General Aggregate Limit Products – Completed Operations shall be \$2,000,000 Per Occurrence; \$2,000,000 Aggregate Limit, with no interruption of coverage during the entire term of this Agreement; \$1,000,000 Personal and Advertising Injury Limit; Each Occurrence Limit shall be \$1,000,000. Vendor shall obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. Vendor shall also carry Comprehensive Automobile Liability Insurance for owned, non-owned, and hired vehicles. Bodily Injury and Property Damage Liability Limit shall be \$1,000,000 for each occurrence.

Vendor further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CONSULTANT shall carry statutory worker’s compensation insurance as required by law and shall provide CLIENT with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Vendor shall carry Builders Risk Insurance and all risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

30. **Maintenance of Rights-Of-Way:** All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.
31. **Lights, Signs and Barricades:** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.
32. **Foreign Corporation and Contractors:**

Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

33. **Subcontracts:** Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of the work described in Part II., Section D. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Contract, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.
34. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section I) and submit with your bid. **This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.**
35. **Description of Project:**

See Section M
36. **Scope of Work:** Provide all work as required by Contract and described in the Specifications herein (Section M) as necessary to provide for project completion.
37. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:

Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification
Non-Collusion Affidavit
Bid Guaranty & Contract Bond
Experience Statement
Affidavit of Non-Delinquency of Taxes
Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit
Findings for Recovery Affidavit
38. The successful Contractor may be required, at the request of the Owner, to submit a list of subcontractors and suppliers for said project.
39. **Additional Obligations Upon Contact Award:** Upon award of the bid but prior to execution of the Contract and Notice to Proceed, the Contractor shall submit all of the following documents, completed as required:
- 1) Contract
 - 2) Required Bonds
 - 3) Payment Draw Schedule (Required for Projects of \$500,000 or more)
 - 4) Certificates of Insurance

40. *Entire bid packet must be completed (except contract – Section F) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.*
41. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Board of Warren County Commissioners
406 Justice Drive, Lebanon, OH 45036

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

SECTION C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The bid/proposal is genuine and not made on the behalf of any other person, company or client, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.**

The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.**

No companies, clients or contractors, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS** have been solicited to propose a fake bid/proposal for comparative purposes.

The price of the bid/proposal has not been disclosed to any client, company, or contractor, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS**, and will not be disclosed until the formal date on _____

_____ AFFIANT

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

_____ (Notary Public),

_____ County.

My commission expires _____ 20 ____

SECTION D

BID GUARANTY AND CONTRACT BOND

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert full name or legal title of Contractor and Address)

as Principal and _____

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners and the Ohio Department of Transportation and hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19)

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 this item 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 of 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 lowest 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 null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and 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 Obligee 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 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 claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its 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

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION E

PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY, OHIO BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

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

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

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

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

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

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

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) a surety company is defined as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

SECTION F

CONTRACT

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **NAME, ADDRESS,** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19)

hereinafter called the project, for the sum of **\$AMOUNT (WRITTEN OUT)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is September 29, 2023 after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Shannon Jones, President

ATTEST:

Name

(Seal)

ATTEST:

NAME
(Contractor)

By:

Name

Title

Approved as to Form:

Assistant Prosecutor

SECTION G

BONDING AND INSURANCE REQUIREMENTS

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. **A bid guaranty from each bidder.** The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

- b. **A performance bond on the part of the Contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION H
EXPERIENCE STATEMENT

EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work he/she has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) That the Bidder maintains a permanent place of business;
- (2) Has adequate facilities and equipment available for the work under the proposed contract;
- (3) That the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) That the Bidder has appropriate technical experience and possesses sufficient skill and experience.

SECTION I

***AFFIDAVIT OF NON-DELINQUENCY OF REAL
AND/OR PERSONAL PROPERTY TAX***

SECTION J

***EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS,
BID CONDITIONS AND
NON-DISCRIMINATION AND EQUAL
EMPLOYMENT OPPORTUNITY AFFIDAVIT***

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? ____ Yes ____No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not 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.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____No

PLEASE NOTE: *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

SECTION K

FINDINGS FOR RECOVERY AFFIDAVIT

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,

2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,

3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

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

Notary Public
My Commission expires: _____

SECTION L

FEDERAL DAVIS-BACON WAGE

"General Decision Number: OH20230001 01/06/2023

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

BROH001-001 06/01/2021

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH001-004 06/01/2021		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55

BROH003-002 06/01/2021		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick,

Liverpool, Montville, York, Homer, Harrisville, Chatham,
Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH006-005 05/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.76	19.07

BROH007-002 06/01/2021		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH007-005 06/01/2021		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

BROH007-010 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH008-001 06/01/2021		

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

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

BROH009-002 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
Refractory.....	\$ 31.45	19.01

BROH010-002 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH014-002 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH016-002 06/01/2021		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0018-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0022-004 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0032-001 06/01/2021

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0035-002 06/01/2021

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0039-002 06/01/2021

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0040-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.93	22.54

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 06/01/2021

	Rates	Fringes
Bricklayer, Stonemason COSHOCKTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 30.40	17.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2021

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.....	\$ 30.40	17.55

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 06/01/2021

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0052-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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
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 06/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.07	21.36

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 11/29/2021
CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	20.84

ELEC0082-006 11/29/2021
CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

ELEC0129-003 02/28/2022
LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

ELEC0129-004 02/28/2022
ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

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 11/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 39.50	77%+31.62

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 12/27/2021

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

ELEC0573-003 05/30/2022

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
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ELECTRICIAN.....\$ 37.30 20.50

 ELEC0575-001 11/29/2021

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.....\$ 35.00 19.76

 ELEC0648-001 08/29/2022

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

Rates Fringes

CABLE SPLICER.....\$ 30.50 18.23
 ELECTRICIAN.....\$ 33.00 21.44

 ELEC0673-004 05/30/2022

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hamden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

Rates Fringes

CABLE SPLICER.....\$ 33.81 21.47
 ELECTRICIAN.....\$ 34.71 23.36

 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 COUNTIES

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

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

IRONWORKER

Structural, including
metal building erection &
Reinforcing.....\$ 34.33 27.51

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

Rates Fringes

IRONWORKER, REINFORCING.....\$ 32.37 22.30
Beyond 30-mile radius of
Hamilton County Courthouse..\$ 28.67 21.20
Up to & including 30-mile
radius of Hamilton County
Courthouse.....\$ 27.60 20.70

IRON0044-002 06/01/2022

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

IRONWORKER

Fence Erector.....\$ 30.28 22.30
Ornamental; Structural.....\$ 31.87 22.30

IRON0055-003 07/01/2021

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.....	\$ 21.30	20.92
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
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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); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

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

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN006-002 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

PAIN007-002 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 12/01/2018

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

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 34.04	18.50
Power Generating Facilities..	\$ 30.89	18.50

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.....	\$ 34.47	20.60
Power Generating Facilities.....	\$ 29.65	17.68

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, cobbasting 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, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40
Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

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 06/01/2022		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.02	34.09

PLUM0189-002 06/01/2019		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.45	16.98

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 06/01/2021		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.35	27.01

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
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TEAM0377-003 05/01/2021

STATEWIDE, EXCEPT CUYAHOGA, GEauga & LAKE

Rates Fringes

TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

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.

** 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 M
SPECIAL PROVISIONS/TECHNICAL
SPECIFICATIONS
AND
ODOT'S LPA TEMPLATE
REQUIRED CONTRACT PROVISIONS

HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

The 2019 Ohio Department of Transportation Construction and Material Specifications and the Supplemental Specifications shall govern this project unless stated otherwise by the Warren County Engineer, herein referred to as “Engineer”, “Project Engineer”, and “County Engineer”.

It is required that the bidder be an ODOT pre-qualified Contractor to complete the construction work required in these Bid Documents. The Contractor, Sub-Contractor, and Fabricators must meet or exceed the ODOT Minimum Skills Requirements for all Work Types involved in this project.

Conflicting Items in Bid Documents

Whenever the Technical Specifications and Bid Proposal Quantities differ from the Construction Plans, the Technical Specifications and Bid Proposal Quantities shall control for the bidding of this project.

Project Responsibilities

This project is bid as an ODOT LPA Project by the Warren County Engineer’s Office. ODOT involvement in the project will follow the typical ODOT LPA process. The project is funded with federal funds through ODOT.

Construction Engineering and Project Inspection

The Warren County Engineer’s Office will acquire the services of an ODOT Prequalified Consultant to oversee all construction engineering and project inspection for the project.

Operations Schedule

The Contractor shall advise and coordinate all work with the Engineer. A detailed schedule of operations shall be furnished by the Contractor to the Engineer and shall list the order of operations and the time frame for the completion of each item of work. The Engineer and the Owner prior to the beginning of the work shall approve the schedule of operations. Changes to said schedule are to be issued in writing and approved by the Engineer before operations are changed or rescheduled. The Contractor shall schedule operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use. The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas attributable to the failure of the improved area, i.e., the tracking of materials into unimproved areas.

Preconstruction Meeting

Prior to the commencement of the construction activities, the Warren County Engineer will arrange a meeting between the Contractor, the Warren County Engineer, ODOT, and Consultant providing construction engineering and project inspection. The time, date and location of said

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

meeting will be determined after the awarding of the contract, and all parties will be notified by the Warren County Engineer. At the preconstruction meeting the Contractor shall submit to the Project Engineer a construction schedule, list of subcontractors, list of suppliers, and approved material list.

Project Start Date

The Contractor shall begin the construction once a written notice-to-proceed has been given by the Board of Warren County Commissioners and a preconstruction meeting with the Warren County Engineer has been held. It is anticipated that the notice will be given to the Contractor by the middle of April, 2023.

Completion Time

All work shall be completed within 12 weeks after construction has started. The anticipated completion date is Friday, September 29, 2023. Liquidated damages for non-completion beyond the 12 weeks shall follow the CMS 108.07. Once work has started it shall be expected that work will be performed every work day on the project in an expeditious manner until the project is complete unless of inclement weather.

Working Restrictions

No work shall be done between 6:00 pm Friday and 7:00 am Monday or during holidays, unless approved by the County Engineer. In addition, night work of any type shall be strictly prohibited, unless approved by the County Engineer.

Payment of Work

Contractor estimates shall not be submitted more than once a month to the Warren County Engineer for work included in the Contract between the Board of Warren County Commissioners and the Contractor. This is an LPA project with federal funds, so estimates will be reviewed by the County Engineer and then sent to ODOT for review. ODOT will make direct payments to the Contractor for all construction costs.

Change Orders

No change orders involving performance or nonperformance contract quantities of project materials shall be processed without direct approval by the Warren County Engineer.

Storage of Construction Materials

The Contractor shall obtain prior approval of the Owner and/or Engineer for the locations to be used for the temporary storage of construction materials, tools, and/or machinery. All such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

the least inconvenience to the property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

Protection of Areas Outside of Work Limits

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas. Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any repair of these areas.

Instream Work

The Contractor shall not perform any excavation or place any fill material below the Ordinary High Water Elevation of the stream at the location of the bridge.

Debris Removal

The Contractor shall be responsible for removal from the site of all construction debris material. All debris material shall be disposed of in a proper manner and shall be as directed by any applicable local, state or federal regulations. Contractor shall take precautions to avoid any demolition debris from entering the stream. Any material that does fall into the stream shall be removed as soon as possible.

Asbestos Notification for Bridge #80-0.19

An asbestos survey of the existing Bridge #80-0.19 over Dicks Creek, SFN 8332487, was completed by a certified asbestos hazard evaluation specialist (CAHES) on 9/9/22. A copy of the Ohio Environmental Protection Agency Notification of Demolition and Renovation form partially completed by Warren County and a copy of the asbestos survey will be provided to the Contractor at the preconstruction meeting. Although, asbestos abatement is not required, the Contractor shall finalize the form and submit it along with the necessary fee to the Ohio EPA, DAPC Asbestos Program, at least 10 days prior to demolition activities. A completed form and payment can be mailed to the Ohio EPA or it can be completed and paid online at the following website <http://epa.ohio.gov/dapc/atu/asbestos>. Payment for the work listed above as well as the Ohio EPA form fee shall be included in the Lump Sum bid price for Item 202 Portions of Structure Removed, Over 20 Foot Span, As Per Plan.

Debris Containment

The Contractor shall prevent all material, bridge sealers, and other construction debris from falling into the stream during the entire project. Any material which falls into the stream shall be removed immediately. The Contractor shall utilize appropriate aprons for complete containment

HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

of all sealer debris particles from spillage or over spray. Disposal of material within wetlands, or floodplains is prohibited.

Utility Notification

The Contractor shall notify at least 48 hours before breaking ground all public and/or private service corporation having wires, poles, conduits, manholes, or other structures that may be affected by the construction on this project, including all structures which are affected and not shown on the plans. Owners of underground utilities, which are members of OUPS, can be notified by calling 1-800-362-2764. Non-member underground utility owners must be called directly.

Utility Adjustments and Verification

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, catch basins, valves, boxes, etc., prior to the commencement of paving operation. This shall include utility facilities, not shown on the plan, which may be found to be located within the pavement area. Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

Existing Pipe

The location, size, type and depth of all existing pipe are shown as according to the best information. The Engineer will not be responsible for any variations found during construction. Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before he starts to lay the proposed conduit, in order to assure compatibility of line and grade of the proposed conduit. Payment for all operations described above shall be included in the unit bid price for the pertinent conduit item.

Maintenance of Sewer Flows

The Contractor shall conduct his operations so as to maintain at all times storm water and sewer flows through existing facilities to remain in place and through existing facilities to be replaced until new facilities are completed and placed in use.

Testing of Construction Materials

The Engineer may select a testing firm for this project. The Engineer will notify the Contractor of the selected firm. The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Engineer. The Engineer shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that he will be responsible for any and all costs incurred by the scheduling and/or rescheduling of the testing firm's activities by the Contractor

HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

Item 201 - Clearing and Grubbing

This work shall consist of clearing, grubbing, scalping, and removing and disposing of all vegetation and debris within the limits of construction, except such objects as are to remain or are to be removed in accordance with other sections of these specifications. Tree and stump removal is not needed to perform the bridge work. Payment for the work listed above shall be included in the Lump Sum bid price for Item 201 Clearing and Grubbing.

Endangered Bat Habitat Removal

The 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.** This requirement is necessary to avoid and minimize impacts to these species as required by the Endangered Species Act. For the purpose 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.

Item 202 – Removals

This work shall consist of the removal, wholly or in part, and satisfactory disposal of all buildings, fences, guardrails, structures, old pavements, abandoned pipe lines, storage tanks, septic tanks, privy vaults, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

Item 202 – Portions of Structure Removed, As Per Plan

The Contractor shall be responsible for all the equipment, materials, and labor necessary in the removal of the bridge rail, concrete box beams, and portions of the abutments as detailed in the plans. The Contractor shall take into consideration the condition of the beams when planning means and methods of removing asphalt wearing surface and beams due to the deteriorated condition of the beams. The Contractor shall perform the work carefully during the removal to protect portions of the bridge that are to be salvaged and incorporated into the proposed structure. The Contractor shall replace or repair all items that are damaged by the removal operations at no cost to Warren County. Payment for the work listed above shall be included in the Lump Sum bid price for Item 202 Portions of Structure Removed, As Per Plan.

Existing Bridge Plans

The Warren County Engineer can provide the existing bridge plans and the concrete box beam shop drawings to the Contractor at their request.

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Item 203 – Excavation Including Pavement Removal

All excavation work shall comply with Item 203 Excavation in the 2019 ODOT Construction and Materials Specifications. Payment for the excavation work including the existing asphalt pavement removal, as detailed in the plans shall be included in bid price per CY for Item 203 Excavation including Pavement Removal. The Contractor shall saw cut the pavement areas before removing to obtain a uniform edge.

Asphalt Concrete

All material furnished and work performed shall conform to the 2019 Ohio Department of Transportation Construction and Material Specifications (ODOT CMS) for Item 301 Asphalt Concrete Base, Item 441 Asphalt Concrete Intermediate Course, and Item 441 Asphalt Concrete Surface Course. The Contractor shall supply the County Engineer with a weigh ticket for each load of material placed.

No material shall be placed upon collected water. Asphalt surfaces shall be clear of dirt and debris prior to the placing of each subsequent lift. The Contractor shall adhere to the judgment of the Warren County Engineer’s designated representatives.

The Contractor's attention is directed to Section 401.14 of the ODOT Specifications and is hereby instructed that requirements for preparation of asphalt pavement to be resurfaced will be adhered to, and cost of any and all cleaning is to be included in the unit price bid for Item 301 and Item 441.

Butt Joints - A butt joint shall be constructed by grinding/planing existing pavement at each start/stop location, or where newly placed asphalt abuts existing pavement or curb at intersections or cross roads. All grinding/ planing shall be in accordance with Item 254 Pavement Planing, Bituminous. The butt joints shall be constructed by grinding/planing the existing pavement for a length of 6 feet, varying in depth from 2” to 0”. The newly formed joint shall be properly installed so as to provide a smooth transition and shall also be properly sealed. The cost of constructing each butt joint by pavement planing/grinding shall be included and paid for in Item 441 Asphalt Concrete.

Item 503 – Unclassified Excavation

The Contractor shall be responsible for all the labor and equipment necessary in excavating the roadway material behind the existing concrete abutments. Payment for the work listed above shall be included in the Lump Sum bid price for Item 503 Unclassified Excavation.

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

Item 510 – Dowel Holes with Nonshrink, Nonmetallic Grout

The Contractor shall complete (144) dowel holes as detailed in the plans when connecting the proposed abutment to the existing concrete abutment. Payment for the work listed above shall be included in the bid price per Each for Item 510 Dowel Holes with Nonshrink, Nonmetallic Grout.

Item 511 – Class QC 1 Concrete, Abutment Not Including Footing

The Contractor shall be responsible for all the labor and material necessary in constructing the abutments as detailed in the plans. Concrete shall meet all requirements of Item 511 Concrete for Structures. Concrete shall be Class "QC 1" (28 day compressive strength = 4000 psi). The Contractor shall follow section 499.03 for concrete slump. Payment for the work listed above shall be included in the Lump Sum bid price for Item 511 Class QC 1 Concrete, Abutment Not Including Footing.

Item 511 – Class QC 2 Concrete, Superstructure

The Contractor shall be responsible for all the labor and material necessary in constructing the concrete superstructure as detailed in the plans. An estimated quantity of 54 CY of Item 511 Class QC 2 Concrete has been included in the proposal. Concrete shall meet all requirements of Item 511 Concrete for Structures. Concrete shall be Class "QC 2" (28 day compressive strength = 4500 psi). A corrosion inhibitor admixture per ODOT Specification 515.15 shall be added to the concrete mix at the dosage recommended by the manufacturer. Contractor shall follow section 499.03 for concrete slump, section 511.14 for time duration of removing false work and opening to traffic, and section 511.17 for sawing grooves into the concrete deck. Payment for the work listed above including the expanded polystyrene filler shall be included in the bid price per CY for Item 511 Class QC 2 Concrete, Superstructure.

Item 512 – Treating of Concrete Bridge Deck with SRS, Including Approach Slabs

The Contractor shall treat the portion of the concrete bridge deck and concrete approach slabs as detailed in the plans with a soluble reactive silicate sealer after the concrete has cured. The sealing of concrete surfaces shall be in accordance with section 512.05. The Contractor shall take precautions to keep spillage and overspray from entering the stream. The Contractor shall flush the concrete bridge deck and concrete approach slabs with water after the application has had time to dry (see manufacture's recommendation) prior to striping or opening to traffic. Payment for the work listed above shall be included in the price bid per SY for Item 512 Treating of Concrete Bridge Deck with SRS, Including Approach Slabs.

Item 515 – Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB27-48

The Contractor shall be responsible for all the equipment, materials, and labor necessary in setting the seven (7) – CB 27" x 48", Prestressed Concrete Box Beam Members. The beams shall conform to the details in the plan set as well as meet the current specifications set forth in the "State of Ohio Department of Transportation Construction and Material Specifications" for

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
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Item 515 and Standard Drawings PSBD-2-07 (sheets 1-4) dated 7-20-18. Shop drawings shall be submitted to Roy Henson, Warren County Engineer's Office, 210 W. Main Street, Lebanon, Ohio 45036 (Roy.Henson@co.warren.oh.us) for review and approval. Payment for the work listed above shall be included in the bid price per Each for Item 515 Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB27-48.

Item Special – Steel Drip Strip

The Contractor shall install steel drip strips on both sides of the bridge for the entire length per ODOT Standard Drawing DS-1-92. This work shall include the separate guardrail pieces. Payment for the work listed above shall be included in the bid price per FT for Item Special Steel Drip Strip.

Item 526 – Reinforced Concrete Approach Slabs (T=12")

The Contractor shall be responsible for all the labor and material necessary in constructing the reinforced concrete approach slabs as detailed in the plans. Concrete shall be Class "QC 2" (28 day compressive strength = 4500 psi). A corrosion inhibitor admixture per ODOT Specification 515.15 shall be added to the concrete mix at the dosage recommended by the manufacturer. Contractor shall follow section 499.03 for concrete slump and section 511.17 for sawing grooves into concrete approach slabs. Payment for the work listed above shall be included in the bid price per SY for Item 526 Reinforced Concrete Approach Slabs (T=12").

Item 614 – Maintaining Traffic

Traffic control shall be the sole responsibility of the Contractor. Warren County shall be held harmless from liabilities caused by improper traffic control by the Contractor. The contractor shall indemnify Warren County from any and all liabilities due to improper maintenance of traffic. All road construction signs shall also be the responsibility of the Contractor. All traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) as well as the Ohio Department of Transportation Standards at all times.

Any devices that are determined by the Engineer to be substandard shall be repaired to the satisfaction of the Engineer or shall be immediately removed from the site and replaced with acceptable devices. Any temporary traffic control devices that are determined by the Engineer to have become substandard during the course of the project shall be removed from the jobsite and immediately replaced by devices meeting the approval of the Engineer.

The Contractor shall provide and maintain all signs, barricades, labor, flagmen, steel plates, etc. for all work on this project. The Contractor shall notify the Warren County Engineer two (2) weeks prior to any road closure. The Contractor shall provide a minimum of two (2) Type III Barricades on each end of the closed section of the bridge. The Contractor shall maintain access to the driveways located in the work area for the duration of the project. The Contractor shall provide alternatives to garbage collection services, mail delivery services, and emergency rescue

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

services for all residents within the closed portions of roadway during the road closures. Any conflicting markings shall be removed or covered in accordance with Item 614.

Two notice of road closure signs shall be installed by the Contractor two weeks in advance of the road closure. The signs shall be erected on the right hand side of the road facing traffic and shall be located in the field so as not to interfere with any permanent signs. The notice of closure signs shall be W20-H13 signs and shall state the following.....HENDRICKSON ROAD WILL BE CLOSED FOR 12 WEEKS STARTING (EXACT CLOSURE DATE).

Methods of maintaining traffic shall conform to the Manual of Uniform Traffic Control Devices and Item 614 of the ODOT Specifications. Payment for the work listed above shall be included in the Lump Sum bid price for Item 614 Maintaining Traffic.

Item 623 – Construction Layout Stakes and Surveying

All centerline of survey and property corner monumentation that is disturbed during construction shall be reset by a Professional Surveyor. Payment for the construction layout and work listed above shall be included in the Lump Sum bid price for Item 623 Construction Layout Stakes and Surveying.

Pavement Marking

All pavement marking material and work shall comply with Item 641 Pavement Marking-General, Item 644 Thermoplastic Pavement Marking, and Item 646 Epoxy Pavement Marking in the 2019 ODOT Construction and Materials Specifications. All pavement marking material on concrete bridge deck and concrete approach slabs shall be epoxy.

Item 659 – Topsoil

All applications of topsoil shall be applied as directed by the Engineer. An estimated 14 CY has been included in the proposal. Payment for the application shall be included in the bid price per CY for Item 659 Topsoil. The contractor shall submit supporting documentation concerning the applications.

Item 832 – Erosion Control

The Contractor shall furnish and install temporary sediment and erosion control best management practices required prior to any earth disturbing activity in accordance with Supplemental Specification 832. All pollution prevention measures must be maintained for the duration of construction. The Contractor shall remove all best management practices before the project is accepted. Payment for the erosion control work shall be included in the bid price per Each for Item 832 Erosion Control. This price is standard for all bidders, set at \$1.00 Each for a total of \$2,500.00.

**HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT
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Item 843 – Patching Concrete Structures with Trowelable Mortar

The Contractor shall patch the existing damaged concrete substructure with trowelable mortar as directed by the Engineer. An estimated quantity of 10 SF of concrete substructure repair has been included in the proposal. All work shall conform to Supplemental Specification 843 Patching Concrete Structures with Trowelable Mortar and shall include removal of disintegrated concrete, placing of reinforcing steel and dowel holes, preparation of surface, concrete, and curing of concrete. Payment for the work listed above shall be included in the bid price per SF for Item 843 Patching Concrete Structures with Trowelable Mortar.

Concrete Patching Procedure with Trowelable Mortar:

1. Remove all loose and disintegrated concrete exposing a sound concrete surface, preferably 1 inch behind reinforcement. The Contractor shall use pneumatic or hand tools for removal. Saw cut into sound concrete at least 1 inch deep around area to be removed to square the edges (do not cut rebar).
2. Secure any loose reinforcement and replace any damaged reinforcement.
3. Install dowels, bolts, wire fabric, or new reinforcement as directed by the Engineer.
4. Clean the patch area surface and existing reinforcement thoroughly. Drench the surface with clean water and allow area to dry to damp condition (Saturated Surface Dry “SSD”), no pockets of visible water, before placing concrete.
5. Mix and hand place bag mix concrete that is approved under Supplemental Specification 843. The bag mix shall be mixed and placed in accordance with the manufacturer’s specifications and recommendations. Concrete shall meet (28 day compressive strength = 5000 psi).
6. Patches shall be cured in accordance with the manufacturer’s recommendations.
7. After curing is complete seal all portions of concrete that have been patched as directed by the Engineer.

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

All station locations listed below are approximate unless otherwise stated.

DUKE ENERGY – Aerial Electric Distribution Lines

Duke Energy electric has existing aerial distribution lines that run along the south side of Hendrickson Road through the entire length of the project construction limits. The electric poles and lines are between 25 to 30 ft right of the centerline of construction.

Prior to the start of construction, 2 new poles and aerial distribution lines will be relocated by Duke Energy electric along the south side of Hendrickson Road to provide a greater horizontal clearance for the crane needed to remove the existing beams and install the proposed beams.

DAYTON POWER & LIGHT – Aerial Electric Transmission Lines

Dayton Power & Light has existing aerial transmission lines that cross Hendrickson Road between Sta 11+45 and 12+15. These lines will have well over the required 20 ft of clearance from the crane needed for the beams, therefore they are not in conflict with the construction of this project and will remain at their current location

DUKE ENERGY – Underground 4” Distribution Gas Main

Duke Energy gas has an existing 4” distribution gas main that runs along the south side of Hendrickson Road through the entire length of the project construction limits. The main is approximately 25 ft right of the centerline of construction west of the bridge and approximately 15 ft right of the centerline of construction east of the bridge.

Prior to the start of construction, Duke Energy gas will install a new section of 4” distribution gas main tying into the existing gas main at Sta 13+10, 22 ft right and Sta 14+25, 15 ft right. The relocation will resolve a direct conflict between the existing gas main and the proposed approach guardrail at the southeast corner of the bridge.

AT&T – Aerial Line

AT&T has an existing aerial line on the same poles as Duke Energy electric that runs along the south side of Hendrickson Road through the entire length of the project construction limits. See Duke Energy electric for more information.

Relocation of aerial line to Duke Energy electric’s 2 new poles along the south side of Hendrickson Road throughout the project construction limits, prior to the start of construction.

SPECTRUM – Aerial Line

Spectrum has an existing aerial line on the same poles as Duke Energy electric that runs along the south side of Hendrickson Road through the entire length of the project construction limits. See Duke Energy electric for more information.

Relocation of aerial line to Duke Energy electric's 2 new poles along the south side of Hendrickson Road throughout the project construction limits, prior to the start of construction.

CITY OF MIDDLETOWN – Underground 12” Water Main

The City of Middletown has an existing 12” water main that runs along the north side of Hendrickson Road west of the bridge. The water main enters the project limits prior to Sta 11+00 and ends at Sta 11+75, staying approximately 25 ft left of the centerline of construction. This water main is not in conflict with the construction of this project and will remain at its current location.

CITY OF MIDDLETOWN – Underground 10” to 24” Sanitary Sewer

The City of Middletown has an existing sanitary sewer varying in size from 10” to 24” that crosses Hendrickson Road at approximately Sta 10+85, west of the project construction limits. The sanitary sewer is not in conflict with the construction of this project and will remain at its current location.

GENERAL COMMENTS

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

Bidders are advised that the utility relocation plans are on file and may be reviewed at the Warren County Engineer's Office.

Sections 105.06 and 107.17 of the Department of Transportation Construction and Material Specifications require, among other things, that the Contractor cooperate with all utilities located within the limits of this construction project and take responsibility for the protection of the utility property and services.

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

1. ODOT’S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

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

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms “the Department”, “the Engineer”, “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.

Excluded 2019 Specifications			
Section 102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

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

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

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

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source if the shortage is not previously established.

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

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

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

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

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

4. **PREQUALIFICATION**

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

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

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

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

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

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

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

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal

opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

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

(a) Certification of 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 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 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 in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

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 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

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

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

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

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

Effective 11/21/2011 the New Hire Definition will be as follows:

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

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

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Construction Contractors Technical Assistance Guide.

https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities include the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located.

<http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract.

<http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

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

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

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

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

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

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

13. **PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

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

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

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

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

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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.

14. 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. LPA must formally incorporate into contract documents.

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

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

beta.SAM.gov

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

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

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

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

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

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form A-87 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.

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- 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.

[Click for Form A-87](#) then scroll down page to Pre-Uniform Guidance and click “Timecard Example A-87 Compliant”.

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

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

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

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

15. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

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

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

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

19. OHIO WORKERS' COMPENSATION COVERAGE

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

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if it's 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.

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

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

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

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

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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.

22. 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 that 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 the Ohio Department of Transportation, 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.

23. PN 007 – 1/31/2021- DBE TRUCKING

The Code of Federal Regulations Title 49, 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 that 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 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 that 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 DBEs consent, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the DBEs 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 supplementing 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 MSV (Materials and Supplies Vendor) 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.

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

- o 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.
- o 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
 - o provided by the DBE MSV
- o 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
- o 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
 - o 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
 - o 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 that 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 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/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 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 must notify the LPA within seven (7) days of the DBE trucking activity. The Prime 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 when completing the new Prompt Payment Spreadsheet, the previous month. The Prime 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 will sign and submit the Affidavit.
 - The DBE firm utilized DBE & Non-DBE trucking.
 - If selected, the Prime will provide a list of non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).
 - No trucking was performed.
 - No other information is required. The Prime 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.
- 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 completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the DBE trucking firm that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

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
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx>.

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

1. Obtain a MyODOT account
 - a. Click [Link](#)

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- 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 [Click Here](#)

24. 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 Here](#)

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 with Formstack at 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 file 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 firm(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 firm(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 Small & Disadvantaged Business Enterprise within five (5) calendar days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources> (form name is DBE Termination Form) and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. You will then need to click the link of the webpage "DBE Affirmation Form (PN 013) – Projects sold after September 1, 2018, or thereafter. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal 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 that the information is required in order for ODOT to complete its assessment. Bidders shall have five (5) calendar 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) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm a DBE firm included in its original DBE Utilization Plan at bid submission and it results in a goal shortfall, Good Faith Efforts (GFE's) must be submitted by the fifth calendar day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient DBE participation on the project to meet the DBE goal although the Bidder was unable to do so. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

DBE BIDDERS

In the event that 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 that 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

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also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS

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

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

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

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>

All other Bidders shall submit documentation of GFE's if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar 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 that the Apparent Low Bidder has failed to demonstrate adequate GFE's to meet the goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

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

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Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

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

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. Once on the webpage, scroll down to the form named "DBE Termination Form (PN013)

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

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

GOOD CAUSE

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

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

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

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engaged or so that 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) calendar days, which may be extended for an additional seven (7) calendar days if necessary, at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

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

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. The DBE Affirmation Form, "DBE Affirmation Form (PN013) – Projects sold on September 1, 2018, or thereafter", 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 Apparent Low Bidder/Awarded Contractor must give notice in writing to the DBE firm, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason(s) for the request.

The Apparent Low Bidder/Awarded Contractor must give the DBE five (5) calendar days to respond to the notice, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (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 subcontractors be performed in accordance with this Proposal Note.

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected 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 to Terminate/Substitute DBE Form(s) as required by this Proposal Note; and
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

25. PN - 031 – 9/1/2020 – Local-let Construction Projects

The U.S. Department of Transportation's (DOT's) rules related to Disadvantaged Business Enterprises are published in the Code of Federal Regulations (CFR), 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 Construction and Materials Specifications (C&MS).

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 prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting must take place through a web-based submission

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on GoFormz. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The Prime Contractor must report the following information:

- 1.) The name of the payee
- 2.) The dollar amount of the payment to the payee
- 3.) The date the payee was paid
- 4.) The amount of retainage withheld (if any).

The Prime Contractor must sign each reported payment and submit to ODOT via the GoFormz website.

If the Prime Contractor fails 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 30 days of the payment being signed by the payer. This verification must include:

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow Prompt Payment requirements 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, 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.

26. WAIVER OF CM&S 614.03

ODOT's 2019 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

27. 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.

28. NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

29. PN 095 – 03/30/2020 Potential Impacts and Delays Due to COVID-19

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state, and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home>

Contractor is on notice that the Project is considered essential, and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay-at-Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay-at-Home Order.

Impacts to the Project generated by the Stay-at-Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should include any impacts they foresee or should have reasonably foreseen due to the Stay-at-Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

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

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised May 2012 and located here) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

1st Tier: Letter of Reprimand

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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.

31. **PN 032 – 01/31/2021 – C92s Required on - Local-let Construction Projects**

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.

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

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:

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(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 journeyman 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

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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 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 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 contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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 this 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.

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**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.



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:30 a.m., February 21, 2023, and then at said time bids will be opened and read aloud for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19).

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Roy Henson, Bridge Engineer, at the Warren County Engineer's Office, at (513) 695-3310. **Only ODOT prequalified contractors are eligible to submit bids for this Project.** Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

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 Act for prevailing wage requirements for Federally funded projects.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked "**Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80- 0.19)**"

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk