

**PUT-CR O-14.741 – Bridge Replacement
Internet Sign-In Form
Bid Open: May 9, 2024 at 10:30 AM**

Company Name _____

Contact Name _____

Email Address _____

Street Address _____

City, State, Zip Code _____

Phone _____

Addendums can potentially be issued as late as the day before the bid opening. Completing and returning this form ensures you will be directly informed of any addendums.

Email or Fax completed form to Putnam County Engineer's Office:

michael.lenhart@putnamcountyohio.gov

Fax: (419) 523-6014

OFFICE OF THE COUNTY ENGINEER

PROPOSAL

**TO THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF PUTNAM**

For: PUT-CR O-14.741 – Bridge Replacement

Bidder's Name: _____

Street Address: _____

P.O. Box: _____

City, State, Zip: _____

Project PID: 117598

DBE Goal: 9%

EEO: Equal Employment Opportunity Compliance Certificate is a prerequisite
for award

Date of Letting: May 9, 2024

Place of Letting: Putnam County Board of Commissioners
245 E. Main Street
Ottawa, Ohio 45875

Completion Dates: November 15, 2024

Prepared By:
Putnam County Engineer
245 E. Main Street, Ste. 205
Ottawa, OH 45875

Michael L. Lenhart, P.E., P.S.

BID DOCUMENTS

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Supplemental Documents:

Supplemental Spec 800 – Revisions to the 2023 Construction & Material Specifications

Supplemental Spec 832 – Temporary Sediment and Erosion Control

Disadvantaged Business Enterprise (DBE) Program Affidavit of Subcontractor Payment

<https://development.ohio.gov/business/construction-compliance/certificate-of-compliance>

ADVERTISEMENT

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Putnam County Board of Commissioners, 245 E. Main St., Ottawa, OH 45875, until 10:30 AM on Thursday, May 9, 2024 for furnishing all labor, materials and equipment necessary for the:

PUT-CR O-14.741 – Bridge Replacement

and at said time and place, shall be publicly opened and read aloud.

All information for Bidders, specifications, bid documents and maps for this project are posted on the internet and may be viewed and obtained on Putnam County's web page at <https://putnamcountyohio.gov/bid-info/>.

The Contractor must be ODOT prequalified, and the DBE goal is 9%. The completion date is November 15, 2024. Engineer's Estimate: \$550,000.00.

COUNTY OF PUTNAM

Cindy Landwehr, Clerk
Putnam County Commissioners

Michael L. Lenhart, P.E., P.S.
Putnam County Engineer

Bid Advertisement Date: April 17, 2024
 April 24, 2024

INTRODUCTION

It is the intent of these contract documents to serve as the basis for preparing a contractor's estimate of cost, or the contractor's bid; to show engineering intent and to set a level of quality of workmanship and performance; and as the basis for the written contract or agreement between owner and contractor.

They represent the composite of the requirements of the engineer, the owner and any and all funding agencies. An effort has been made, insofar as is practicable, to minimize any duplication or conflict in requirements or standards or performance and workmanship. Inasmuch as this is not always possible, there may be contained herein some conflicting requirements or standards. When such is the case, the more stringent requirements shall always govern, unless stated otherwise. Likewise, Supplemental Provisions will amend and/or add to the Standard Provisions and shall always have precedence over the provisions to which they are a supplement.

The engineer, acting as the owner's representative, shall interpret the intent of the contract documents in a fair and unbiased manner and shall decide any and all questions which may arise to quality and acceptability of materials furnished and work performed.

I. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed Bids will be received at the Putnam County Board of Commissioners Office, on or before the advertised Bid date and time, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying Bid advertisement (herein referenced as the "Project").

Bids must be submitted in sealed envelopes marked with the Project title, the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Board of County Commissioners 245 E. Main Street, Ottawa, Ohio 45875. Bids shall be opened immediately upon expiration of the Bid submission time, with the names of bidders and their respective bid prices read publicly.

2. STANDARD SPECIFICATIONS & TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (January 1, 2023) shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications shall be referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

A. The terms "State," "State of Ohio," "Department" and "Department of Transportation" refer to the County, acting through its Board of Commissioners. The County also may be referenced as the "County" or the "Owner" herein.

B. The term "Director," "DCE" and "DDD" refers to the County Engineer.

C. The term "Engineer" refers to the County Engineer, or to his duly authorized representative.

D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the County Engineer or by the County Engineer's duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

3. FORM OF BID

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price," bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of unit prices, or in addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The Engineer reserves the right to eliminate, increase or decrease the actual quantity of any unit price item or to non-perform any lump sum item.

4. BIDDER QUALIFICATIONS

Prequalification may be granted under any local standards currently used by the County Engineer. In addition, each Bidder shall complete any Bidder qualification forms provided with the Bid Documents, and shall furnish documentation and evidence of qualifications as are required thereby. Prequalification by the Ohio Department of Transportation, as described by ORC Sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable.

5. EXAMINATION OF BID DOCUMENTS & SITE OF WORK

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

6. BID GUARANTEE

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashier's check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

7. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS

- A. Pursuant to ORC 307.90 (A), a contract shall be awarded to the lowest and best Bid.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The Board of Commissioners reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The Board of Commissioners has the right to postpone the decision to award a contract for up to sixty (60) days.

D. No contract shall be awarded to any person, firm or corporation that is in arrears or is in default to the County upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the County, or has failed to perform faithfully any previous contract with the County, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the County from consideration for contract awards.

E. A conditional or qualified Bid will not be accepted.

F. Award will be made to one Bidder per proposal.

8. WITHDRAWAL OF BIDS

A Bidder may request, in writing, to withdraw its Bid within five (5) business days of the opening. Such requests will be reviewed by the Board of Commissioners for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

9. OTHER COSTS & REQUIREMENTS

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

A. Bids must include the cost of all required bonds (performance and maintenance). (Must have ODOT and Putnam County Board of Commissioners as obligee.)

B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.

C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.

D. The County is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes. **Upon request, the County will fill out a tax-exempt certification.**

E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC Section 5719.042, before an award can be made.

F. Disadvantaged Business Enterprise (DBE) Requirement: DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable, qualified to bid with ODOT under Chapter 5525 of the ORC.

10. LPA'S CHANGE ORDER PROCESS

The LPA (Putnam County Engineer) uses ODOT's Change Order Process found in the Construction and Material Specifications (C&MS) 109.05 and the 2013 Manual of Procedures (MOP) 109.05. Going forward, as these documents are updated, the LPA (Putnam County Engineer) will follow the version of these documents that were stated in the contract documents.

11. LPA'S DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

Putnam County's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from Putnam County in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in questions, and difference of opinion between Putnam County's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by Putnam County. Disputes and claims by subcontractor and suppliers against Putnam County by not supported by the Contractor will not be reviewed by Putnam County.

Disputes and claims subject to review by Putnam County include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, authorized by the Putnam County Engineer, and orders by the Putnam County Engineer's personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio law.
2. Differing site conditions as defined in ODOT CMS 104.02.B.
3. Cost and time incurred by:
 - a. Suspension of work pursuant to ODOT CMS 104.02.C.
 - b. Significant changes in character of work pursuant to ODOT CMS 104.02.D.
 - c. Utility interference with the work pursuant to ODOT CMS 105.07 and the Utility Note.
 - d. Extra work ordered pursuant to ODOT CMS 104.02.F and the policy on Change Orders.
 - e. Acts or inaction of Putnam County or other governmental agencies.
4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT CMS 108.06.
5. Other subjects mutually agreed upon by Putnam County and the Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust Putnam County's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Putnam County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court located in Putnam County, Ohio.

All parties to the dispute must adhere to this Dispute Resolution and Administrative Claim Process. Putnam County personnel involved in the second tier review will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact the Putnam County personnel involved in a second tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate

further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work

The Contractor shall continue with all work, including that which is in dispute. Putnam County will continue to pay for work.

Step 1 (On-Site Determination)

The Project Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor's written notice. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Project Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (Dispute Resolution Committee)

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

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

Within fourteen (14) calendar days of receipt of the pertinent documents related to the dispute, the Putnam County Engineer will meet with personnel from the Contractor's Headquarters and consider the dispute. The Putnam County Engineer's Chief Deputy not involved in Step 1 will assist the Putnam County Engineer with this meeting and forthcoming decision within fourteen (14) calendar days of this Step 2 meeting. The Putnam County Engineer will issue a written decision of Step 2. The decision of the Putnam County Engineer is the final step of Putnam County's Dispute Resolution Process. The Putnam County Engineer is not bound by any offers of settlement or findings of entitlement made during Step 1 of this Dispute Resolution Process.

Step 3

If not resolved, the Contractor shall go through the proper legal proceedings through the appropriate court located in Putnam County, Ohio.

II. SUPPLEMENTAL CONTRACT PROVISIONS

1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER/CONTRACTOR

The following is a partial list of award contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

A. The successful Bidder/Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount to ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work.

B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.

C. The Contractor agrees to provide the County with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Federal Davis-Bacon Prevailing Wage law.

D. The Contractor agrees to provide the County with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.

E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Engineer of such changes. The Contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

F. The Contractor must furnish the County with a completed IRS Form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the County to file an information return each January 31st on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the County shall withhold federal taxes of a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

2. OTHER CONTRACTOR DUTIES

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

A. When determined necessary by the Engineer, the Contractor shall provide a field office, suitably and of ample size and accommodations, from which the Engineer's inspections, as well

as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.

B. The Contractor must furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.

C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Engineer, and shall be responsible for securing therefore the proper lines, grades and levels for the structures to be built.

D. The Contractor must place or construct, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.

E. The Contractor is reminded of its duty to notify the registered underground utility protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

F. The Contractor shall, using the U.S. government's System for Awards Management (SAM), ensure that any project subcontractors are not on the excluded parties list. The Engineer will also check all project subcontractors using the System for Award Management. <https://www.sam.gov/SAM/>

3. DISCRIMINATION PROHIBITED

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract hereunder, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.

Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC 4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to submit an "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

4. INSPECTION

The Engineer, assistants and agents shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing

purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Engineer with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Engineer may require assuring that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, assistants and inspectors is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become property of the County. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Engineer. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection twenty-four (24) hours in advance of the performance of the respective Work. At the pre-construction meeting, the Engineer shall provide the Contractor with phone numbers and names of a contact person and of the Engineer's inspectors. The Contractor shall inform the Engineer of his Work schedule and the hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer's inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Engineer's inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

5. SIGNIFICANT CHANGES IN CHARACTER OF THE WORK.

The Engineer may alter the Work as necessary to complete the Project. The Engineer will make appropriate adjustments according to 108.06 and 109.05, if such alterations significantly change the character of the Work.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or by affecting other Work cause such other Work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract.

Before performing significantly changed Work, reach agreement with the Department concerning the basis for the adjustment. If the Contractor disagrees as to whether an alteration constitutes a significant change, use the notification procedures specified in 104.02.G.

The term "significant change" is defined as the follows:

1. when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
2. when the product of the quantity in excess of the estimated quantity of a contract item and the unit price exceeds the limits set forth in Table 104.02-1. If the increase does not exceed the limits set forth in Table 104.02-1, then the Department will pay for the increased Work at the Contract Price.

Table 104.02-1

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

If the decrease in quantity of any unit price Contract Item exceeds twenty-five percent (25%) of the estimated quantity, and the total of all such adjustments for all Contract Items is more than \$400, then after the determination of final quantities according to 109.12.C, the Engineer will adjust the unit prices for the affected Contract item by multiplying the bid unit price by the factor obtained from Table 104.02-2.

Table 104.02-2

% Decrease	Factor	% Decrease	Factor
25 to 28	1.02	61	1.14
29 to 32	1.03	62	1.15
33 to 35	1.04	63	1.16
36 to 38	1.05	64	1.17
39 to 41	1.06	65	1.18
42 to 44	1.07	66	1.19
45 to 47	1.08	67	1.20
48 to 50	1.09	68	1.21
51 to 53	1.10	69	1.22
54 to 56	1.11	70	1.23
57 to 59	1.12	71	1.24
60	1.13	72 and over	1.25

6. NO WAIVER RIGHTS

No act of the Engineer, or his assistants or inspectors, shall operate as waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract. Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

7. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME

Time is of the essence to this contract. The rate of progress shall be such as to complete the Project Work within the time limit specified herein. **The completion date for this project is: November 15, 2024.**

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit liquidated damages in the amount set forth by section 108.07 of the Standard Specifications.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension in time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any bond obligations.

8. NIGHT, SUNDAY & HOLIDAY WORK

No Work will be permitted on Sundays or legal holidays, except as authorized by the Engineer or the Board of Commissioners. No Work will be permitted after dark except under terms and conditions agreed to in writing by the Engineer, Board of Commissioners and Contractor. No extra compensation will be allowed to the Contractor for night, Sunday or Holiday Work, regardless of cause of such Work.

9. PARTIAL PAYMENTS

Before the day, stipulated by the Owner, of each month, the Contractor shall make a written estimate of the amount of value of the work and materials incorporated into the work during the preceding month, broken down into bid items. The Contractor shall submit his estimate to the Engineer immediately upon its preparation, and after each such partial estimate has been certified to in writing by the Engineer the owner shall, on or before the first day of the month next following, pay the Contractor as specified below.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 8 percent of the first 50 percent of such total amount will be deducted and retained by the Owner until the final payment is made except. The balance of the amount payable, less all previous payments, shall be certified for payment.

Upon completion and acceptance of the project by the Owner and Engineer, (i.e., the signing of the "Certification of Substantial Completion" by all parties involved), the Owner shall release one half (1/2) of the retainer. The remaining one half (1/2) of the retainer shall be retained by the Owner for the following periods after the date of approval and acceptance of the project.

<u>Acceptance Date</u>	<u>Period</u>
From Feb. 15 to Aug. 15	90 Calendar Days
From Aug. 16 to Feb. 14	180 Calendar Days

The owner agrees that upon expiration of the above period, the Contractor shall be entitled to the whole sum of the reserve, less any part expended by the Owner in making repairs.

Should any defective work or material or acceptable work that has been damaged by the Contractor's operations be discovered previous to the final acceptance or should a reasonable doubt arise previous to the final acceptance as to the integrity of any part of the completed work, the estimate and payment for such defective or questioned work shall not be allowed until the effect has been remedied and cause for doubt removed.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

10. CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

ODOT's 10/16/23 LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.

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

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

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

2. PN 133 – 10/20/2023 – Products Made in the United States

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

This note is automatically inserted into all projects that have federal funding in the construction phase or any prior phase. If there was federal participation in environmental studies, right of way acquisition, preliminary engineering or other phase defined in the environmental document, this note should be included in the proposal.

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

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

All manufactured products used in the project are not required to be produced in the United States.

All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

B. Exceptions. The Director may grant specific written permission to use non-domestic steel or iron products in any type of construction in accordance with 23 CFR 635.410(b)(4). The Director may grant such exceptions under the following condition:

- The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

The Director may grant specific written permission to use non-domestic construction materials and manufactured products in any type of construction in accordance with 2 CFR Part 184. The Director may grant such exceptions under the following conditions:

- The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
 - applicable costs are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement
 - the actual cost of the materials, not the anticipated cost of those materials.
- The total amount of the Federal financial applied to the project, through awards or subawards, is below \$500,000;

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, which are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Proof of Domestic Origin. Furnish certification to the Engineer showing the domestic origin of all products covered by this section before they are incorporated into the Work. The Daily Source Report form itself is not acceptable certification of domestic origin. Non-domestic product(s) incorporated into the Work does not relieve the Contractor of any responsibility to correct the Work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

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

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

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

4. PREQUALIFICATION

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

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

The "As Per Plan" designation is sometimes added to item descriptions in the proposal to assist contractors with easily identifying standard items that have been altered by plan notes.

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

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

6. FEDERALLY REQUIRED EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION FORM

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

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

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

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

implementing regulations.

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

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

- A. Certification of Non-segregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).
- B. Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the "Certification of Non-segregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his or her employees' facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.
- C. Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

- A. A Certification of Non-segregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- B. Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his or her employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- C. Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

9. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person within

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

10. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

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

11. PN 020- 10/21/2022- NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY AND WORKFORCE DIVERSITY REQUIREMENTS ON ALL FEDERALLY FUNDED PROJECTS (CLOSE MONITORING AND ENFORCEMENT CURRENTLY APPLIES TO PROJECT AMOUNT GREATER THAN \$10M ONLY).¹ PLEASE NOTE THAT ODOT MAY REQUEST INFORMATION AT ANY TIME FOR PROJECTS UNDER \$10M, AS NEEDED.

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

WORKFORCE UTILITATION GOALS

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

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

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

Ohio 064 Youngstown-Warren, OH:	
SMSA (Standard Metropolitan Statistical Area) Counties:	
9320 Youngstown - Warren, OH _____	9.4
OH Mahoning; OH Trumbull.	
Non-SMSA Counties _____	6.7
OH Columbiana; PA Lawrence; PA Mercer.	
065 Cleveland, OH:	
SMSA Counties:	
0080 Akron, OH _____	7.8

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

OH Portage; OH Summit. 1320 Canton, OH	6.1
OH Carroll; OH Stark. 1680 Cleveland, OH	16.1
OH Cuyahoga; OH Geauga; OH Lake; OH Medina. 4440 Lorain-Elyria, OH	9.3
OH Lorain. 4800 Mansfield, OH	6.3
OH Richland. Non-SMSA Counties:	11.3
OH Ashland; OH Ashtabula; OH Coshocton; OH Crawford; OH Erie; OH Holmes; OH Huron; OH Tuscarawas; OH Wayne.	
066 Columbus, OH: SMSA Counties:	
1840 Columbus, OH	10.6
OH Delaware; OH Fairfield; Franklin; OH Madison; OH Pickaway. Non-SMSA Counties	7.3
OH Athens; OH Fayette; OH Guernsey; OH Hocking; OH Jackson; OH Knox; OH Licking; OH Marion; OH Meigs; OH Morgan; OH Morrow; OH Muskingum; OH Noble; OH Perry; OH Pike; OH Ross; OH Scioto; OH Union; OH Vinton.	
067 Cincinnati, OH: SMSA Counties:	
1640 Cincinnati, OH-KY-IN	11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton; OH Warren.	
3200 Hamilton - Middletown, OH	5.0
OH Butler. Non-SMSA Counties	9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.	
068 Dayton, OH: SMSA Counties:	
2000 Dayton, OH	11.5
OH Greene; ON Miami; OH Montgomery; OH Preble. 7960 Springfield, OH	7.8
OH Champaign; OH Clark. Non-SMSA Counties	9.9
OH Darke; OH Logan; ON Shelby.	
069 Lima, OH: SMSA Counties:	
4320 Lima, OH	4.4
OH Allen; OH Auglaize; OH Putnam; OH Van Wert. Non-SMSA Counties	3.5
OH Hardin; OH Mercer.	
070 Toledo, OH: SMSA Counties:	
8400 Toledo, OH-MI	8.8
MI Monroe; OH Fulton; OH Lucas; OH Ottawa; OH Wood. Non-SMSA Counties	7.3
MI Lenawee; OH Hancock; OH Henry; OH Sandusky; OH Seneca; OH Wyandot.	

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

An individual who has a break in service (not on an employer's payroll) for a period of twelve (12)

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS FOR ODOT PROJECTS WITH STATE FUNDING

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

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

performance of the contract, as set forth in OAC 123:2-9-01. I-29 monthly reports must be submitted via the Ohio Business Gateway portal: <https://ohio.gov/wps/portal/gov/site/business/resources/ohio-business-gateway> / [Ohio Business Gateway | Ohio.gov](https://ohio.gov) | [Official Website of the State of Ohio](https://ohio.gov)

Steps to Submit the I-29 Form:

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

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

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

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

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

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

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

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

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

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

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to

the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

13. PN 061 –10/22/2012- WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. The LPA must formally incorporate them into the contract documents.

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

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

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

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

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

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

The contractor and all subcontractors shall pay all wages and fringe benefits by company funds transfer or legal tender. All payroll records and company funds transfer transactions or legal tender transactions shall be maintained for at least three (3) years after final acceptance as defined in Section 109.12 of the ODOT C&MS. The contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three (3) years thereafter by the U.S. Department of Labor. Additionally, the contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

The contractor and all subcontractors shall submit to the District Construction Office certified payrolls each week beginning three (3) weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.
- 2) The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit

- payments have been irrevocably made.
- 3) The project number and pay week dates.
 - 4) Original signature of a company officer on the certification statement.

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

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

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

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

14. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

permitted by title 28 USC, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

Each subcontractor shall require all lower-tier subcontractors who provide labor on the project site with whom the subcontractor is in contract for the work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier subcontractor providing labor at the site.

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

Failure of the contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time the subcontractor provides labor at the site shall result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for five (5) years after the date of the breach.

18. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

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

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

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

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

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

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

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

These fines are not to be construed as a penalty but are liquidated damages to recover costs

assessed against the Department due to the contractor's refusal or failure to comply with the permits.

22. PN 007 – 1/31/2021- DBE TRUCKING

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

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

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

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

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

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

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

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

Truck Monitoring:

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

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
2. When the materials or supplies are obtained from a DBE Materials and Supplies Vendor (MSV) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier, the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

DBE TRUCKING DISCLOSURE AFFIDAVIT

In order to ensure the prime contractors are monitoring DBE trucking/hauling operations on projects

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime contractor completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven (7) days of the activity).
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the DBE trucking firm the Affidavit was not submitted for (applies if there is a failure to submit the

Affidavits and/or the Affidavits are not submitted timely; if the prime contractor completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the LPA within seven (7) days of the activity).

- o 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:

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

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

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

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

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

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

23. PN 013 – 10/20/23 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS – LPA Projects

DEFINITION OF DAYS

Unless otherwise noted, *days* means calendar days, but in computing any period of time described in this proposal note, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. See <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays> for a list of Federal holidays. State holidays are those designated in division (A) of section 124.19 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.19>), with modifications as designated in the first two sentences of division (B)(4) of section 124.18 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.18>). (State holidays are generally the same as Federal holidays.)

DBE UTILIZATION PLAN

The bidder's DBE Utilization Plan **must be submitted by the bidder prior to bid opening at https://odot.formstack.com/forms/dbe_copy**. By submitting a DBE Utilization Plan, the Bidder affirms it will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal.

The Bidder further affirms it will not deviate from the Utilization Plan without ODOT's prior written consent.

Unless the bidder is a certified DBE firm, **a bid opened without a DBE Utilization Plan submitted prior to bid opening will be deemed unresponsive.**

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

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

DBE AFFIRMATION

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

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

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

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

DBE BIDDERS

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

JOINT VENTURES

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

GOOD FAITH EFFORTS (GFE's)

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

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

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

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

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

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

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

ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the ALB may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal

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

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

TERMINATION OR REPLACEMENT OF A DBE

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

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

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

GOOD CAUSE

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

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

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

REPLACEMENT

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

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

ADDITION

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

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

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

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

POST-BID

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

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the DBE shortfall

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

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

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

24. PN 031 - 6/27/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

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

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

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

The prime/subcontractor must report the following information:

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

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and

NOT the payee's payment receipt date.

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

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

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

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

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

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

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

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

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

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

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

25. WAIVER OF C&MS 614.03

ODOT's 2023 C&MS 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.

26. 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.

27. NON-DISCRIMINATION PROVISIONS

A. Compliance with Regulations: The contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT Title 49 CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

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

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

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

E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or State/FHWA may determine to be appropriate, including, but not limited to:

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

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

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

The required contract provisions for federal-aid construction contracts are hereby incorporated by

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

1st Tier: Letter of Reprimand

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

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

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

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

29. 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 and DBE materials supplier 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.

30. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – October 23, 2023) (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:

(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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 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 200.327.

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 200.327.

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.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier 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.

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.

III. SCOPE OF WORK

1. GENERALLY

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County Engineer as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

2. SCHEDULE OF PERFORMANCE

At the pre-construction meeting, the Contractor must provide the Engineer with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Engineer shall review and consider acceptance of the schedule as provided by section 108.02 (B) (1) of the Standard Specifications.

IV. PLANS & SPECIFICATIONS

1. GENERALLY

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

2. "OR EQUAL"

Whenever an article, material or equipment is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desires and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County, before the same are incorporated in the Work.

3. LIST OF PLANS & SPECIFICATIONS

PUTNAM COUNTY SUPPLEMENTAL SPECIFICATIONS FOR ASPHALT CONCRETE

The successful bidder shall submit a job mix formula prior to commencing the work for all hot mix asphalt mixtures to be supplied to Putnam County in this project. Item 441.02 shall apply if the source of material is changed. The job mix formula shall include the mix type proposed for use, aggregate type and gradation, percentage of asphalt binder by weight of mixture, grade of asphalt binder, description and source of modifier (if applicable) and unit weight of the mixture. The job mix formula shall have previously been approved for use on ODOT work.

Acceptance of the mixture shall be in accordance with the Ohio Department of Transportation (ODOT) procedures, with an independent testing laboratory performing the tests and reporting the data to the owner's representative.

Acceptance shall also be based upon the owner representative's observation that production and quality control operations are resulting in an acceptable product, if not, Item 105.03 ODOT plans and specifications apply.

The Owner requires the submission of a plant ticket with each load at the job site showing the composition of the mix as well as the load weights.

Prior to production the Contractor must supply to the owner, a mix plant certification and a certified scale report from ODOT performed within the current calendar year for each hot mix plant that will provide product to Putnam County in the year of construction.

Prior to construction the Contractor shall supply to the Owner, all job mix formulas and appropriate specifications to all testing laboratories selected by the Putnam County Engineer.

No Sunday work shall be performed, unless prior consent is given by the County Engineer.

It will be the responsibility of the Contractor to provide all traffic control for the work performed. The roadway may be closed to through traffic with signing as described by the Ohio Manual of Uniform Traffic Control Devices with local traffic and emergency vehicles allowed to pass through the construction zone.

It will be the responsibility of the Contractor to notify the Putnam County Sheriff at 419-523-3208 of the location of the construction and when the roadways will be open to all traffic. If the Contractor is to close a roadway for resurfacing during the operation of the public schools, it will be the responsibility of the Contractor to notify those schools prior to closings to coordinate school bus routes (school district boundaries and phone numbers can be obtained from the Putnam County Engineer).

It will be the responsibility of the Contractor to erect and maintain "ROAD UNDER CONSTRUCTION" signs (or equivalent) at all intersections contingent to the project until berm stone operations are completed.

The County Engineer shall be notified of the scheduling of the resurfacing one (1) week prior to the beginning of the work. Also, if the Contractor leaves Putnam County for another job, he must give at least three (3) days' notice before returning.

PAVING

NOTES AND SPECIFICATIONS:

- 1) The Ohio Department of Transportation Construction and Material Specifications (dated January 1, 2023) shall apply with the below exceptions:
- 2) Intersection approaches are to be resurfaced as directed by the County Engineer.
- 3) All haul trucks shall be within legal load limits.
- 4) All haul routes shall be approved by the County Engineer prior to placement of material.
- 5) It shall be the Contractor's responsibility to call road closings to schools, sheriff's office, etc.
- 6) The safety edge, per the U.S. Dept. of Transportation (FHWA Division), shall be used on this project.
- 7) Asphalt binder price adjustment shall be per Item 401.20, Ohio Dept. of Transportation Construction and Material Specifications (dated January 1, 2023).
- 8) Item 614 – Maintaining Traffic shall apply to this project.

UTILITY NOTE

PUT-CR O-14.741 Bridge Replacement PID 117598

Bidders are advised that the following utility facilities are shown on the plans and may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place or be relocated within the construction limits of the project as set out below all station locations listed below are approximate unless otherwise stated.

Brightspeed

Dave Spurgeon III 567-242-2882

David.L.Spurgeon@Brightspeed.com

Brightspeed is aware of the project via emails and an in-field meeting. Their utility line runs along the north side of the road and they sent plans for our review indicating their intent to bore a conduit under the creek bed and relocate their line. We received an OUPS notification by their contractor on 2-6-2024 to start this work. We were then notified that the bedrock was harder to bore than they originally thought and are now planning on using poles and to relocate their utility within the right of way. They intend to stake out the project the week of 3-4-24.

Telephone Service Company

Chris Hardy 419-739-2560

Chris.hardy@telserco.com

TSC is aware of the project via emails and an in-field meeting. Their utility line runs along the north side of the road and they have plans to also bore a conduit under the creek bed and relocate their line. The timing of this work is currently unknown. Based on the bedrock issues that Brightspeed encountered, TSC may elect to use poles as well. We left a phone message with them and are awaiting a response.

Paulding Putnam Electric Cooperative

Doug Johanns 419-439-3304

djohanns@ppec.coop

Paulding Putnam Electric Cooperative is aware of the project via emails and an in-field meeting. Their utility line runs along the south side of the road and they have plans to relocate the aerial lines during construction. They plan to remove the existing pole near Station 10+30 being 20' RT and utilize the existing pole near Station 10+30 being 144' RT. This will remove the aerial line away from the bridge during construction and crane work. The timing of this work is to begin right before the contractor intends to start.

GENERAL COMMENTS

The contractor shall exercise caution when working in proximity to the existing and/or relocated utility facilities. Sections 105.06 and 107.17 of the Ohio 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.

If the contractor is directed by a utility company to perform any work not specifically contained in this note, the County will not compensate the contractor for this work unless the County approves the request in writing before the work begins. If the work is not pre-approved by the County, the contractor will be responsible for obtaining reimbursement for its work from the utility company that directed the contractor to perform the work.

In the event that the contractor requests that additional work, not specifically contained in this note, be performed by a utility company, the contractor will be responsible for reimbursing the utility company for the additional work unless the County has agreed in writing to pay for the additional work before the work begins.

V. PREVAILING WAGE RATE SCHEDULES

PN060-PROJECTS WITH NO FEDERAL AID

The following is in addition to Section 108.10

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. 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 revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half (1 ½) times the basic hourly rate for any hours worked beyond forty (40) hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, 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 or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the District Prevailing Wage Coordinator (DPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the DPWC or other designated Department representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071(C) of the Ohio Revised Code, three (3) weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the USDOL Bureau of Apprenticeship and Training must accompany the first certified

payroll submitted for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the DPWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the prime Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code, are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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.

List the largest performance bonds you have obtained in the past three years.

Date	Owner and Location	Amount of Bond	Type of Work Done	Required Date of Completion

Are there any outstanding liens against you or your projects? _____

If answer is yes to any of the above, please furnish details. (If there is insufficient space on this page, attach additional sheets.)

AFFIRMATION OF BIDDER QUALIFICATIONS FORM

I, the undersigned, hereby affirm that I am an officer or sole proprietor of the Bidder identified below, that I am duly authorized by said Bidder to execute this document, and that the answers given on the Bidder Qualifications forms are complete and true.

Signed this _____ day of _____, 20 ____.

Bidder: _____

(Signed) _____

Printed Name: _____

Title: _____

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE 5719.04

I, the undersigned, hereby affirm that the bidder identified below IS/IS NOT (please circle the one that applies) charged at the time of submitting this Bid with any delinquent personal property taxes on the general tax list of personal property of the County.

COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:

The amount of any such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$_____.

Signed this _____ day of _____, 20_____.

Bidder: _____

(Signed) _____

Printed Name: _____

Title: _____

STATE OF OHIO)
COUNTY OF _____) ss:

Before me, a Notary Public, in and for said County, personally appeared the person identified above, who did sign this document after first affirming that the execution of this document was an authorized act on behalf of the above Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this _____ day of _____, 20_____.

NOTARY PUBLIC

CERTIFICATE OF BIDDER
UNRESOLVED FINDINGS OF RECOVERY
WITH AUDITOR OF STATE
ORC 9.24 & 9.241

I, the undersigned, hereby affirm that the Bidder identified below:

CHECK & COMPLETE ONLY ONE

has no unresolved findings of recovery with the State of Ohio Auditor, as defined by;
ORC 9.24 & 9.241

has the following unresolved findings of recovery with the State of Ohio Auditor, as
Defined by ORC 9.24 & 9.241:

Signed this _____ day of _____, 20 ____.

Bidder: _____

(Signed) _____

Printed Name: _____

Title: _____

HOLD HARMLESS CLAUSE

Putnam County, Ohio

INDEMNITY: To the maximum extent allowed by Ohio law, the Contractor shall defend, indemnify, and hold harmless the County and the Owner (i.e.: county, township, and/or municipality), if applicable, (hereinafter: the indemnified parties), and all of their elected and appointed officials, together with all their employees and agents from any and all claims, demands, causes of action, judgments, liens, penalties, costs, and expenses (including attorney fees and expenses) of any kind, including claims for bodily injury, illness, death, property damage, or loss of use, which may at any time be imposed upon, incurred by, or asserted against the indemnified parties as a result of any action of the Contractor, its officers, employees, invitees, or agents arising out of or in consequence of this Agreement, including, but not limited to: 1.) The performance or non-performance of the work or any obligation under this Agreement; 2.) The common law or any legislation, regulation or order including environmental laws, rules, and orders; or 3.) Negligence including any passive negligence of the indemnified parties. This indemnification shall survive any termination of this Agreement and is not limited by the Contractor's insurance coverage. In order to effectuate and facilitate the indemnification of the indemnified parties, Contractor does hereby waive any and all employer immunity provided by the workmen's compensation law under Section 35, Article II, of the Ohio Constitution. At the option of the indemnified parties, Contractor shall provide the indemnified parties with legal counsel, and shall further bear all costs and expenses including attorney fees in the defense of any suit arising hereunder. Additionally, Contractor shall repair or pay for the repair of any damage to the indemnified parties' property caused by the Contractor or its officers, employees, invitees, or agents.

INSURANCE: Contractor at its sole cost and expense shall furnish and keep in full force and effect during the time this Contract is in effect sufficient insurance (as per **107.12** of the C&MS) to protect the indemnified parties from any claim arising from the Contractor's conduct as a result of this Agreement, including: workers' compensation coverage in compliance with State law; comprehensive general liability insurance; and motor vehicle liability insurance (including coverage for owned, non-owned or hired vehicles) with broad form property damage coverage with limits of at least \$1,000,000.00 for bodily injury or death per occurrence and \$1,000,000.00 property damage per occurrence, plus loss insurance for the equipment used. If the above insurance sums are blank, Contractor shall provide insurance as specified. Such liability insurance policies shall insure the contractual liability assumed hereunder, shall name the indemnified parties as additional insured parties for all work under this Contract, and shall provide that such insurance is primary to any other of indemnified parties' liability insurance. Prior to commencing any work, Contractor shall furnish the indemnified parties with proof of such insurance with companies acceptable to the indemnified parties.

OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the County, as set forth in Section 109.12(E) of the Construction and Material Specifications Manual, has finally accepted the Project. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the County before the Contract will be executed.

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

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

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
)§
)

_____, being first duly sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of _____ (company name).

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor that of any other bidder, nor to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, not the contents thereof, nor divulged any information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid expository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

(Signed)_____

Printed Name:_____

Title:_____

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

Notary Public

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH "AWARDEE" OF A SUBCONTRACT

)
)§
)

_____, being first duly sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of _____ (company name) the party submitting a bid for a subcontract covering _____ (nature of the subcontract) that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of a said bidder or of any other advantage against the principal contractor or anyone interested in the proposed subcontract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged any information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid expository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

The provisions of the affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

(Signed)_____

Printed Name:_____

Title:_____

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

Notary Public

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ (Name & Address) as Principal, and _____ (Name) as Sureties, are hereby held and firmly bound unto **both ODOT and the BOARD OF PUTNAM COUNTY COMMISSIONERS**, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Owner on **May 9, 2024** to undertake the project known as **PUT-CR O-14.741 – Bridge Replacement**.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of: _____ dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, 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 will and truly be made, we hereby jointly and severally bind our heirs, our executors, administrators, successors, assigns and ourselves.

THIS CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid to 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, detailed specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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 pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs in connecting 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 the Principal within ten (10) 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.

Now also, if the said Principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall

be void; 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 above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio, to execute the above bond and that the liability incurred is within the limits prescribed by Section 3929.121 of the Ohio Revised Code.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal:

Signature

Printed Name: _____

Title: _____

Surety:

Surety Company:

Name: _____

Address: _____

By: _____
Attorney-in-fact

Surety Agent:

Name: _____

Address: _____

VII. PROPOSAL

Ottawa, Ohio, _____, 20_____

To the Board of County Commissioners:

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

PUT-CR O-14.741 – Bridge Replacement

The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the County, as full payment for completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the County.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by: **November 15, 2024**. Bidder further agrees to pay as liquidated damages, per ODOT Item 108.07, ODOT specifications latest editions and as provided in Section II. (7) of these documents.

The Bidder hereby agrees that the Board of County Commissioners has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the County and ODOT. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the County and ODOT, to the extent allowed by law.

Bidder acknowledges receipt of the following addendum:

Bidder (full name): _____

Signed: _____

Printed Name: _____

Title: _____

Bidder's mailing address: _____

Phone Number: _____

Fax Number: _____

- Attch: Bid Guarantee or Bond
Equal Employment Opportunity (EEO) Certificate of Compliance
Supplemental Bidder Qualification Forms (if any)
Release of Liens (if any)

BID PRICES
Planned Bid Items & Quantities

PUT-CR O-14.741 – BRIDGE
REPLACEMENT

Engineer Estimate: \$550,000.00

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
201E11000	Clearing and Grubbing	1	LUMP		
203E98500	Roadway, Misc.: Excavation & Embankment	1	LUMP		
204E10000	Subgrade Compaction	637	SY		
204E45000	Proof Rolling	1	HOUR		
606E15050	Guardrail, Type MGS	175	FT		
606E25000	Anchor Assembly, Type A	2	EACH		
606E32161	Bridge Terminal Assembly, Type TST, As Per Plan	2	EACH		
606E35002	MGS Bridge Terminal Assembly, Type 1	2	EACH		
601E32200	Rock Channel Protection, Type C with Filter	63	CY		
659E98700	Seeding, Misc.: Seeding and Mulching, As Per Plan	1	LUMP		
605E31100	Aggregate Drains	37	FT		
301E56000	Asphalt Concrete Base, PG64-22, (449)	63	CY		
304E20000	Aggregate Base	108	CY		
407E10000	Tack Coat	66	GAL		

411E10000	Stabilized Crushed Aggregate	16	CY		
441E70000	Asphalt Concrete Surface Course, Type 1 (449), PG64-22	19	CY		
441E70300	Asphalt Concrete Intermediate Course, Type 2 (449)	27	CY		
202E11002	Structure Removed, Over 20 Ft. Span	1	LUMP		
503E11100	Cofferdams and Excavation Bracing	1	LUMP		
503E21300	Unclassified Excavation	1	LUMP		
503E31100	Rock Excavation	6	CY		
509E10000	Epoxy Coated Reinforcing Steel	13,347	LBS		
511E31610	Class QC2 Concrete, Superstructure	27	CY		
511E44111	Class QC1 Concrete, Abutment Not Including Footing, As Per Plan	108	CY		
512E10100	Sealing of Concrete Surfaces (Epoxy-Urethane)	44	SY		
515E12030	Prestressed Concrete Composite Box Beam Bridge Members, Level 1, CB17-48	7	EACH		
SPECIAL	(51631200) Sawing and Sealing Bituminous Concrete Joints	56	FT		
516E13600	1" Preformed Expansion Joint Filler	26	SQ FT		
516E14020	Semi-Integral Abutment Expansion Joint Seal	66	FT		
516E43100	Elastomeric Bearing with Internal Laminates Only (Neoprene)	28	EACH		
517E70000	Railing (Twin Steel Tube)	44.66	FT		
SPECIAL	(51822300) Steel Drip Strip	114	FT		
518E21230	Porous Backfill With Geotextile Fabric	1	LUMP		

518E40000	6" Perforated Corrugated Plastic Pipe	86	FT		
518E40010	6" Non-Perforated Corrugated Plastic Pipe, Including Special S	40	FT		
644E00100	Edge Line, 4"	0.12	MILE		
644E00300	Center Line	0.06	MILE		
832E15000	Storm Water Pollution Prevention Plan	1	LUMP		
832E15002	Storm Water Pollution Prevention Inspections	1	LUMP		
832E15010	Storm Water Pollution Prevention Inspection Software	1	LUMP		
832E30000	Erosion Control	1	EACH	\$5,000.00	\$5,000.00
614E11000	Maintaining Traffic	1	LUMP		
623E10000	Construction Layout Stakes and Surveying	1	LUMP		
623E50000	Preconstruction Survey Monument Verification and Report	1	LUMP		
623E51000	Post Construction Survey Monument Verification and Report	1	LUMP		
624E10000	Mobilization	1	LUMP		
GRAND TOTAL					

VIII. ARTICLES OF AGREEMENT

This Agreement is made and entered into by the County, acting by and through its Board of County Commissioners, and the Contractor identified below, hereinafter called the Contractor.

WITNESSETH:

The Contractor, for and in consideration of certain payments to be made as specified herein, hereby covenants and agrees to perform and execute all provisions of its Proposal for construction of the subject public improvement, including fulfillment of the requirements of the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, and to be governed by the provisions contained therein, setting forth duties, relations and obligations of the Engineer, Contractor and the Surety, which are hereto attached and made a part hereof, and agrees to fully and completely perform the Work described hereby in a manner to achieve completion thereof by or before the completion date of: **November 15, 2024.**

In consideration of the performance by the Contractor of the covenants and agreements as herein set forth, the County hereby covenants and agrees to pay the Contractor according to the schedule of rates and prices set forth in the attached Proposal of said Contractor, and at the time and in the manner hereinafter set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands effective this _____ day of _____, 20_____.

COUNTY OF PUTNAM

	_____ CONTRACTOR (full name)
_____ (Signature) Board of Commissioners	_____ (Signature) Contractor
_____ (Printed Name & Title)	_____ (Printed Name & Title)
	_____ _____ (Mailing Address)

Approved on County's behalf as to form:

By: _____
For: Prosecuting Attorney

Date: _____

COUNTY AUDITOR'S CERTIFICATE

CONTRACT NO: N/A

PROJECT: PUT-CR O-14.741
Bridge Replacement

FUND: 002 AL&G (K-15 Contracts)

VENDOR NO: _____

DATE: _____

VENDOR: _____

It is hereby certified that the amount to meet the obligation of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the Putnam County Treasury of in the process of collection to the credit of the 002 AL&G (K-15 Contracts). Fund free from any previous encumbrances, obligations or certificates now outstanding.

Putnam County Auditor

It is hereby certified that the amount (\$_____) required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Putnam County Treasury or in the process of collection to the credit of the _____ Fund free from any obligation or certification now outstanding.

Putnam County Auditor

It is hereby certified that the amount (\$_____), for the fiscal year _____ required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Putnam County Treasury or in the process of collection to the credit of the _____ Fund free from any obligation or certification now outstanding. Outstanding balance of contract, estimated (\$_____) to be appropriated for the fiscal year(s) _____.

Putnam County Auditor

**THIS CONTRACT IS NOT VALID UNLESS COUNTY AUDITOR'S CERTIFICATE
IS SIGNED**

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION 800
REVISIONS TO THE 2023 CONSTRUCTION & MATERIAL SPECIFICATIONS**

DATED 01/19/2024

101.02

On page 8, **Replace** DSR Dynamic Shear Rheometer (asphalt binder test) with the following:
DSR Daily Source Report

101.02

On page 9, **Add** the following abbreviation below NPDES National Pollutant Discharge Elimination System:

NWE Normal Water Elevation

101.03

On page 14, **Add** the following definition after Materials definition:

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

106.01

On page 36, **Replace** the first paragraph with the following:

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

107.13

On page 46, **Replace** the entire section with:

107.13 Reporting, Investigating, and Resolving Motorist Damage Claims.

The Contractor and the Department are required to report, investigate, and resolve motorist damage claims according to 107.10 and 107.12 and as follows.

When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the District's construction office. In the event that the Department directly receives the motorist's claim, the Department shall within 3 days send the claim report to the Contractor. In the event the Contractor has not agreed to resolve the motorist claim, the District's construction office shall forward the report to the Department's Court of Claims Coordinator in the Division of Chief Legal Counsel who, as a co-insured party, may then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. If the Contractor or their insurance company does not resolve the claim in a timely manner, the Department may advise the motorist of the option of pursuing the claim through the Tort Claims Program with the Office of Risk Management in the Department of Administrative Services (claims other than non-injury pothole claims) or in the Ohio Court of Claims (non-injury pothole claims) in accordance with ORC 2743.15.

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

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

107.21

On page 107, **Replace** the first paragraph with the following:

107.21 Prompt Payment. In accordance with ORC 4113.61, make payment to each subcontractor and supplier within 10 Calendar Days after receipt of payment from the Department for Work performed or materials delivered or incorporated into the Project, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the subcontractor or supplier. .

A. Unbonded subcontractors and suppliers. Withhold from unbonded subcontractors and suppliers the percent retainage, if any, the Contractor feels necessary to protect itself.

B. Retainage cannot exceed eight percent of the estimates paid until fifty percent of the work has been satisfactorily completed, then the amount retained cannot exceed four percent. Progressively release any retainage held, as set forth in any subcontractor or supplier agreement, 30 days after the work is satisfactorily completed. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the Department. No subcontract provision shall permit the Contractor to delay subcontractor's retainage payments until the Project's final payment.

108.02.F.

On page 54, **Add** the following sentence to the end of the first paragraph:
Mitigation efforts which materially change the Work, are clearly attributable to the dispute, and are performed to mitigate an excusable compensable delay is compensable to the extents as determined by the Engineer.

108.02.G.

On page 55, **Add** the following sentence to the end of the first full paragraph:
Failure by the Department to meet the timeframes outlined in this section will be a de facto equivalent time extension to the Contractor for the subsequent Dispute Resolution and Administrative Claims Process step.

108.02.G.1.

On page 55, **Replace** the subsection with the following:

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

108.02.G.2.

On page 55, **Replace** the second paragraph of the subsection 108.02.G.2. with the following:

Within seven (7) calendar days of receipt of the Step 1 decision, either abandon the dispute or submit a written request for a Step 2 meeting to the District Construction Engineer (DCE). The DCE will assign the dispute a dispute number. Within fourteen (14) calendar days of submitting the request for a Step 2 meeting, **electronically submit the Dispute Documentation to the DCE as follows:**

108.02.G.3.a.1.

On page 56, **Replace** the first sentence of 108.02.G.3.a.1. with the following:

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

108.02.G.3.a.3.

On page 58, **Replace** the fourth paragraph with the following:

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

201.04

On page 94, **Replace** the subsection with the following:

201.04 Scalping. Scalping includes removing surface material such as roots, sod, grass, residue of agricultural crops, sawdust, and decayed vegetable matter. The depth of scalping does not include topsoil or other material below the scalping operation.

A. The Engineer will not require areas to be scalped in the plan embankment construction locations when both of the following conditions are true:

- 1.** The embankment height is greater than 9 feet as measured vertically from the existing ground surface to the proposed ground surface, and
- 2.** The slope of the existing ground is 8:1 or flatter.

B. Scalp all other areas where excavation or embankment is required.

203.06.A

On page 107, **Replace** the first sentence of the 3rd paragraph with the following:

Compact Type D and Type E granular material using at least ten passes of a smooth drum vibratory roller having a minimum effective weight of 10 tons.

204.05

On page 114, **Replace** the entire subsection with the following:

204.05 Rock, Shale, or Coal Subgrade. Excavate rock, shale, or coal encountered in the subgrade to 6 inches below the final subgrade elevation. Ensure the excavated surface is shaped to drain and has a uniform surface that cannot trap water. Excavate for a width of 1 foot beyond the shoulders. Replace to the subgrade profile with suitable material conforming to 204.02 Granular Material Type B, following the gradation of 703.17, and compacted according to 204.03.

209.09

On page 140, **Replace** the second line of the Basis of Payment table with the following:

209 Feet (~~Meters~~) Ditch Cleanout

401.02

On Page 171, **Add** the following to the materials list:

Hot applied joint sealer..... 705.04 702.17 Type 1

401.05

On page 173 **Replace** the first paragraph with the following:

401.05 Weather Limitations. Place asphalt concrete only if the surface is dry and if weather conditions are such to ensure proper handling, finishing, and compaction. Never place asphalt concrete if the surface temperature is below the minimum established in Table 401.05-1. Chemical warm mix asphalt (WMA) additives on the Approved List ~~may be used to allow~~ are required for placement in colder temperatures ~~and to place asphalt concrete later in the year. Water injected WMA does not apply.~~

401.05

On page 173 **Replace** Table 401.05-1 with the following:

Table 401.05-1 Weather Limitations

Course Thickness	Minimum Surface Temperature	
	All mixes ^[1]	Chemical WMA Required ^[1]
3.0 inches (75 mm) and over ^[2]	36 °F (2 °C)	32 °F (0 °C)
1.5 to 2.9 inches (38 to 74 mm)	40 °F (5 °C)	32 °F (0 °C)
1.0 to 1.4 inches (25 to 37 mm)	50 °F (10 °C)	40 °F (5 °C)
Less than 1.0 inch (25 mm)	60 °F (16 °C)	50 °F (10 °C)
Variable Intermediate, 0 to 3.0 inches (0 to 75 mm)	40 °F (5 °C)	32 °F (0 °C)
<p>[1] If used or required, only use chemical WMA additives on the approved list according to 402.05.B.</p> <p>[2] When paving on an aggregate base or subgrade, use a minimum air temperature of 40 °F (5 °C), or a minimum air temperature of 32 °F (0 °C) when using chemical WMA.</p>		

401.06

On Page 174, **Delete** the second paragraph, that begins with:
~~If placing asphalt concrete...~~

401.08.D

On Page 177, **Replace** the fifth full paragraph with the following:

If placing asphalt concrete against a vertical pavement face, curb, gutter, manhole, or other structure, clean the surface of foreign material and apply a thick, uniform coating of certified 702.01 PG binder, 702.09 Hot Applied Asphaltic Joint Adhesive, or 702.13 SBR Asphalt Emulsion to provide 100 percent coverage.

Apply a 2 to 4 inch wide strip of approved 705.04 material or 702.01 approved PG binder at butt joints where a new asphalt surface course meets existing asphalt concrete pavement, including at project limits, drives, and intersections.

After completion of the surface course, seal gutters at curbing, median barriers, concrete medians, and traffic islands with certified 702.01 PG binder as directed by the Engineer. Apply the binder at a uniform width of approximately 4 inches (100 mm) and at a rate just sufficient to fill surface voids. The Contractor may open the surface course to traffic before sealing the gutters.

402.04.D.

On page 182, **Replace** the second sentence of the first paragraph with the following two sentences: Give each stockpile a unique identification using the following format: Year processed, company abbreviations, plant location and number where the pile was processed, screen size, “GR” if the pile contains coarse gravel, and A, B, etc. based on number of piles processed (e.g., 2023, ODOT, Columbus-614, ½”, GR, A). Identify if RAS piles are from un-used manufactured shingle waste or used roofing tear-off shingles.

402.05

On Page 182, **Replace** the first paragraph with the following:

Notify District Testing before using and ensure the daily TE-199 Quality Control Report reports that WMA was used during production. Warm Mix Asphalt (WMA) is defined as asphalt mixtures produced with various technologies, including water foaming and chemical additives, that have the capacity to be used with lower production temperatures (below 300 degree F), but can also be used at normal production temperatures to achieve improved compactability, in-place density, and sustainability and without a diminution of short- and long-term performance. WMA technologies may be used to produce asphalt concrete. Specify the use of warm mix asphalt in the QCP for approval by OMM. ~~Notify District Testing before using and ensure the daily TE-199 Quality Control Report reports that WMA was used during production.~~

402.05.B

On Page 183, **Replace** the second paragraph with the following:

Chemical WMA may be used where WMA is allowed. Use chemical WMA additives on the approved list only at the recommended rates listed on the approved list. When chemical WMA is required by specifications for cold temperature paving, ~~in-line blend according to Supplement 1053 and produce mix using HMA mixing temperatures. In-line blending may occur at asphalt binder terminals as long as in-line blending equipment meets Supplement 1053 and the system is approved by OMM. When chemical WMA is not required by specifications, the chemical WMA additive may be in-line blended according to Supplement 1053, added at the asphalt binder terminal, or to the tank at the mix plant.~~ Ensure bill of lading from terminal and TE-199 documents that chemical WMA additive was used, the amount used, and the product name used.

402.06

On Page 183, **Replace** the entire section with the following:

402.06 In-line Blending of Modifiers and Additives. Provide in-line blending at the asphalt concrete mix plant of modifiers such as SBR polymer binders and additives such as liquid antistrips. Ensure asphalt concrete mix plants meet the following if the mix plant plans to use modifiers or additives. Include in the QCP what mix plant facilities will use modifiers or additives and how they will be incorporated into the mix. Ensure modifier and additive rates are not consistently on the low or high side and adjust to meet target rate and note change on the TE-199.

A. Post Blended SBR Polymer Binders. If an asphalt binder is modified by SBR at an asphalt concrete mixing plant, equip the plant with an automated SBR flow control and monitoring system. Obtain OMM's approval of the system before operating and demonstrate the system calibration to District Testing. If District Testing waives the demonstration, provide a letter documenting calibration data for the flow system to District Testing for each project. Obtain written approval from OMM for the use of SBR and ensure the QCP contains methods for properly controlling and sampling SBR binder blends.

For drum mix plants, introduce the SBR directly into the asphalt binder line through means of an in-line motionless blender or other device approved by OMM that is able to provide a homogeneous blend. Ensure the in-line motionless blender design provides aggressive interaction of asphalt binder and SBR emulsion to provide a homogenous blend at the sampling port. Do not use swirl type blend.

Locate a sampling valve between the in-line blender and the plant drum, at least 12 ft (3 m) downstream of the in-line blender and at least 5 ft (1 m) downstream of a piping elbow. Ensure the sampling valve port is at least 1 inch (25.4 mm) in diameter. Ensure the sampling valve can be opened quickly for maximizing sample flow for the purpose of obtaining a proper sample.

In place of an in-line sampling valve, a sample may be taken from a 3 to 5 gal (11 to 19 L) surge tank as long as the tank is downstream of the required blender and the in-line flow can be quickly and directly diverted to the surge tank.

Continue mixing for a minimum of 20 seconds after SBR is added and long enough to provide a uniform mixture.

Ensure the SBR pumping and metering system is capable of adding the SBR within the limits of 702.01. For drum plants ensure the SBR pump is automatically controlled by an independent computer and interfaced with the asphalt binder flow to automatically maintain the SBR flow within specification limits. Produce asphalt mixtures for placement in automatic SBR control mode only.

Ensure the SBR meter is a magnetic flow meter consisting of a metering flow tube which utilizes Faraday's Law of Induction to measure the flow and includes a transmitter to transmit the flow signal to a totalizer located in the control room of the asphalt plant. Obtain OMM approval for use of any other type of SBR meter. Locate the SBR meter downstream of any recirculation lines. Provide a means for removing the SBR line at the in-line blender to be able to obtain a sample of the SBR for calibration purposes. Ensure the SBR meter is accurate to ± 2.0 percent over a flow range typical of that used at the asphalt plant (typically 0.8 to 12 gpm (0.05 to 0.76 L/s) at drum plants and 10 to 25 gpm (0.63 to 1.58 L/s) at batch plants).

Ensure the totalizer displays total volume measured and flow rate in standard engineering units. Ensure the totalizer is interfaced with a data logger that produces printouts of the logged data every five minutes for a drum plant or every batch for a batch plant. Ensure the logged data includes time, date, flow rate, and flow total except flow rate is not necessary for batch plant production.

B. Liquid Antistrip Additives. Use liquid antistrip additives on the approved list only. When liquid antistrip additives are required by specifications, in-line blend at the asphalt concrete mix plant only according to Supplement 1053.

C. Chemical WMA Additives. When using chemical WMA additives ~~is required by specifications for cold temperature paving~~, in-line blend according to Supplement 1053 ~~and produce mix using HMA mixing temperatures~~. In-line blending may occur at asphalt binder terminals as long as in-line blending equipment meets Supplement 1053 and the system is approved by OMM.

403.03

On Page 186, **Replace** the first paragraph with the following:

Quality Control Program (QCP). Create and implement a Quality Control Program (QCP) for each paving season. The QCP will cover processes conducted to provide an asphalt mixture at the paving site that is uniform in composition, conforms to the specification requirements and that when placed is free of any defect (ex. segregation, lack of mixture and texture uniformity, raveling, rutting, holes, debris etc.) within the Contractor's control at project completion. It is expected that contractors that only place asphalt mix (i.e., paving contractors) also submit a QCP. A minimum of 3 weeks before mix production and placement, but no later than February 28, submit a hard copy of the proposed QCP to OMM for review and acceptance. Include a revision date on the cover sheet and revision sheet listing the date(s), section(s) and page(s) a revision was made, and a short description of what was revised, added, and removed.

403.03.H

On Page 188, **Replace** the subsection with the following:

H. Method of calibration for each mix plant including the method for drum plants per Supplement 1101, the high and low operating tons per hour, and method of Quick Calibration and documentation for each plant type. Include examples of 5-minute printouts with labels showing the minimum criteria required per Supplement 1101 with each computerized system used and what plants use it.

403.03.R

On Page 189, **Replace** the subsection with the following:

R. Method of in-line blending for chemical WMA additives and liquid antistripping additives. Include a description of what chemical WMA additives and antistripping additives will be used at each facility and how they will be incorporated into the mix. Include procedures to ensure proper dosing rates are within tolerance, how dosages will be verified including the frequency and corrective action plan when rates do not meet requirements.

S. Signature of the Quality Assurance Manager and, if different, the person in authority to enforce all operations covered by the QCP as outlined in this subsection.

403.05

On Page 189, **Replace** the 6th sentence of the 4th paragraph with the following:

Ensure that every quality control or 448 and 449 Sublot sample taken by the technician has a labeled split for the Department.

403.06

On Page 190, **ADD** to the end of the 2nd paragraph the following sentence:

Ensure quality control tests for asphalt binder content and air voids are not consistently on the low side or high side of JMF and adjust the mix as allowed by the specification.

403.06.B.

On page 191, **Replace** the fourth paragraph with the following:

Calculate the F/A ratio for every solvent sample or ignition oven sample analysis. Maintain the F/A ratio so no F/A ratio is greater than 1.2 for all mixes. Use the effective asphalt binder content determined by the AC Gauge for calculating the F/A ratio. ~~If the F/A ratio is greater than 1.0, recalculate the F/A ratio using the effective asphalt binder content.~~ Calculate the effective asphalt binder content according to the Department's Asphalt Level 2 procedures. ~~Calculate the effective asphalt binder content on the calculation sheet using the asphalt binder content determined by the AC Gauge and attach it to the Quality Control Report.~~ Use MSG from the mix test, or for 448 and 449 sublots tests that do not require the MSG use the daily average. ~~Use bulk and effective aggregate specific gravities and remaining values needed in the calculation from the approved JMF. Do not deviate from these values without OMMs approval.~~ Use the Gsb based on bin percentages during the time the sample was taken. Calculate the effective asphalt binder content on the calculation sheet using the asphalt binder content determined by the AC Gauge and attach it to the Quality Control Report. If the F/A ratio is greater than 1.0 for ignition oven samples, calculate the F/A ratio using the percent passing the No. 200 (75 µm) sieve from a washed gradation of the ignition oven sample according to AASHTO T 30.

403.06.G

On Page 194, **Replace** the last row of Table 403.06.G-1 with the following:

VMA	Design – 0.5% ^[7]
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403.06.G

On page 194 **Replace** Footnote 7 in Table 403.06.G-1 with the following:

[7] Reduce VMA production minimum 0.5% from minimum design VMA (e.g., minimum design VMA for a 442 19.0 mm is 13.0 and the minimum during production will be 12.5%).

403.06.G.1

On page 194 **Replace** G.1 with following:

1. Any two tests in a row or any two tests in two days are outside of the specification limits of Table 403.06.G-1. Do not shut down during the first three days of production for VMA unless two VMA tests in a row are outside specification limits.

403.06.G.2

On Page 194, **Replace** the subsection with the following:

2. Any two tests in a row or any two tests in two days (QC and 448 and 449 subplot) exceeding 63 percent passing the No. 4 sieve for 442 12.5 mm mixes.

403.07

On Page 195, **Replace** the 4th sentence of the 1st paragraph with the following:

Do not exceed the limits in Table 424.02-1, Table 441.02-1, Table 442.02-2, and Table 443.03-1 in the adjusted JMF.

403.08

On Page 196, **Replace** the last row of Table 403.08-1 with the following:

APA, inch (mm)	0.0004 (0.01)	0.004 (0.1)
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403.08

On Page 196, **Replace** the 1st sentence of the last paragraph with the following:

Additionally for 448 and 449 acceptance mixes (excluding 301, 302, and 424 Type A), track the Sublot and Lot tonnages through the project and identify on the Quality Control Report each random Sublot test as to Lot number and Sublot tonnage location.

403.10

On Page 197, **Replace** the 1st paragraph with the following:

403.10 Verification Acceptance (VA). District Testing will perform VA by testing independent and split samples. If the random Department VA sampling and testing verifies the accompanying Contractor tests, the average of the Contractor's quality control tests for each day or night (for 449 acceptance mixes according to 449.04.A), the average of the Contractor's tests for each Lot (for 448 acceptance mixes according to 448.04 or 449 acceptance mixes according to 449.04.B) or daily average MSG (446, 447, 448, and 449 acceptance mixes other than 301, 302, and 424 Type A) will be used to determine acceptance.

403.10.C

On Page 198, **Replace** the 2nd sentence of the 3rd paragraph with the following:

The MSG VA may also include the District-sampled Daily samples, 448 and 449 subplot samples, or samples split with the Contractor at the plant.

407.07

On Page 204, **Add** after the 1st paragraph the following new paragraph:

Provide weight tickets (including weigh back tickets) for every load, or partial load used, according to Supplement 1060 based on weight tickets from an Ohio Permitted Device according to provisions of Ohio Revised Code Section 1327, and Ohio Administrative Code Chapter 901:6.

408.09

On Page 205, **ADD** after the 1st paragraph the following new paragraph:

Provide weight tickets (including weigh back tickets) for every load, or partial load used, according to Supplement 1060 based on weight tickets from an Ohio Permitted Device according to provisions of Ohio Revised Code Section 1327, and Ohio Administrative Code Chapter 901:6.

421.02

On Page 211, **ADD** to “Mineral Filler (Portland Cement)” after 701.04 the following:
or 701.05

421.02

On Page 212, **Replace** the 2nd paragraph the following:

For mineral filler, use Supplement 1028 Certified Portland cement conforming to 701.04 ASTM C 150, Type I or 701.15 ASTM C 595, Type IL. Do not interchange Type I and Type IL and specify which is being used in the mix design. Adjustments in the quantity of mineral filler added to the mixture are permitted to improve mixture consistency, mix time, or set time. Do not exceed $\pm 0.5\%$ from the mix design during placement.

421.12.B

On Page 221, in the 1st sentence of the section **Replace** the reference to “Table 421.02-3” with the following:

“Table 421.02-2”

421.12.B

On Page 221, in the 4th sentence of the 3rd paragraph **Replace** the reference to “Table 421.02-3” with the following:

“Table 421.02-2”

421.12.B

On Page 221, in the 6th sentence of the 3rd paragraph **Replace** the reference to “Table 421.02-3” with the following:

“Table 421.02-2”

421.12.B

On Page 221, in the 1st sentence of the 5th paragraph **Replace** the reference to “Table 421.02-3” with the following:

“Table 421.02-2”

423.02

On Page 235, **Replace** “Type I” with the following:

Type I.....702.17.A

423.02

On Page 235, **Add** the following after “Type IV”:

Type V.....702.17.E

423.02

On Page 236, **Replace** the first paragraph with the following:

Furnish crack sealant or mastic materials according to 702.17.

423.03

On Page 236, **Add** the following paragraph after the third paragraph:

For Type V mastic sealants, heat the sealant in a kettle or melter constructed as a double boiler, with the space between the inner and outer shells filled with oil or other heat-transfer fluid. Use a kettle or melter with separate thermometers for the oil bath and mixing vat. Equip the kettle with a full sweep type agitator to prevent the Type V material from separating.

423.03

On Page 236, **Add** the following paragraph after the fifth paragraph:

For Type V mastic sealants use the manufacturer's recommendation for application equipment requirements.

423.05

On Page 237, **Add** the following paragraph after the first paragraph:

For Type V mastic sealant, clean cracks and joints to remove debris and any loose deteriorated pavement. For crack or joint reservoir depths greater than 2.5 inches (62.5 mm), fill according to 423.07. Stop application if the material becomes separated (asphalt and aggregate are not homogenous).

423.07

On Page 237, **Replace** the second paragraph with the following:

Seal only cracks that are wide enough to permit entry of sealant. Seal tightly closed cracks (less than 1/4-inch (6 mm) wide) only if they show signs of raveling or spalling.

423.07

On Page 237, **Add** the following paragraph after the second paragraph:

For Types I, II, and IV sealants, do not seal cracks greater than 1-inch (25 mm) wide, and do not seal spalls or cavities greater than 4 inches (100 mm) wide, unless otherwise directed.

423.07

On Page 237, **Add** the following paragraph after the last paragraph:

For Type V mastic sealant, place the sealant such that it fills the cracks and joints with a band on all sides, 2 inches (50 mm) wide beyond the edges of the deteriorated area and does not exceed 1/8 inch (4 mm) thickness above the pavement. If the crack or joint depths are greater than 2.5 inches (62.5 mm), fill the crack or joint in multiple lifts allowing the first lift to cool prior to adding the final lift.

423.10

On Page 238, **Add** the following to the end of the list:

423 Pound (Kilogram) Crack Sealing, Type V
 or Square Yard
 (Square Meter)

440.03

On Page 241, **Add** to the end of the 4th paragraph the following:

Baghouse fines from the mix plant and mineral filler may be used in the JMF, however, limit the combination of both to 2.0 percent by weight of total aggregate. Use the lowest fine aggregate Gsb listed in the JMF submittal for the baghouse fines and mineral filler.

440.03

On Page 241, **Add** to the end of the 4th paragraph the following:

Use the mineral filler Gsb on the aggregate annual gravity list and if not on the list, then have the mineral filler tested by an AASHTO accredited lab.

440.03

On Page 241, in the first sentence of the fifth paragraph, **Replace** (2020) with (2021).

440.03

On Page 242, beginning with and including the 2nd full paragraph **Replace** the remainder of the section the following:

Include any required antistripping additive in the mix design but perform the volumetric design without the antistripping additive. Submit the following to OMM with the proposed JMF:

A. The product name, manufacturer, and the rate of liquid antistripping additive used by weight of total AC. Also provide the rate used by weight of virgin AC for purposes of metering at the mix plant. If using hydrated lime submit certified test data showing the hydrated lime conforms to [AASHTO M 303](#), Type 1 and include the rate used meeting 440.06.B.

B. All Tensile Strength Ratio (TSR) data. If antistripping additives are required according to 440.06 due to the materials used, submit TSR results after addition of the antistripping additive. If antistripping additives are optional or required due to not meeting the minimum TSR, then submit TSR results before and after addition of the antistripping additive.

C. Results of the washed gradation test of the individual components of the mix used in determining the combined gradation.

D. Results of the adherent fines testing for each component.

OMM may perform additional tests on lab or plant produced mix according to Supplements 1004, 1051, and 1052. If a change in the aggregate production is suspected, OMM may require the Contractor to perform washed gradations on components and calculate adherent fines to determine the need for additional TSR review.

440.03

On Page 242, **Replace** the first sentence of the last paragraph with the following:

OMM may perform additional tests on lab or plant produced mix according to Supplements 1004, 1051, 1052, and 1118.

440.04

On Page 242, **Replace** the first and second sentences of the third paragraph with the following:

Use the effective asphalt binder content when calculating the F/A ratio. Calculate the effective asphalt binder content according to the Department's Asphalt Level 2 procedures.

440.05

On Page 243, **Add** the following sentence after the third sentence in the fourth paragraph:

Give each RAP stockpile a unique identification according to 402.04.D.

440.05

On Page 243, in the last sentence of the fourth paragraph, **Replace** (2020) with (2021).

440.05.A

On Page 244, **Replace** the first full sentence of the paragraph with the following:

If 26-30 percent RAP is used in the JMF submittal, the Contractor may submit a 10,000-gram RAP sample along with a blend chart using the PG grading system, according to the Department’s Level 3 Mix Design procedures and MS-2 Section 11.4.2, to determine the grade of virgin asphalt binder to use.

440.06

On Page 245, **Replace** the section with the following:

440.06 Antistrip Additive. Use liquid antistrip (LAS) additives meeting the requirements of 440.06.A. Conduct the tests listed in Table 440.06-1 for all mixes if the proposed JMF contains any gravel coarse aggregate, or contains more than 25 percent natural sand, or contains more than 20 percent RAP containing gravel coarse aggregate. For all other Item 442 mixes also conduct the tests listed in Table 440.06-1:

TABLE 440.06-1 ANTISTRIP TESTS

Test Description	Specification
Moisture damage potential test	Supplement 1051
Washed gradation	AASHTO T 11 as modified by Supplement 1004
Adherent fines test for each component	Supplement 1118

Add or increase liquid antistrip additive or use hydrated lime if the results of the moisture damage potential test show the TSR of the asphalt concrete mix to be less than 0.80 for all mixes tested according to Table 440.06-1.

A. Liquid Antistrip Additive. Use LAS additives on the approved list only. Include LAS additive at a rate of 0.30 to 0.75 percent by weight of total AC if the LAS additive is also a chemical WMA additive; or 0.50 to 1.00 percent by weight of total AC if the LAS additive is specifically for antistrip. If LAS additive is used at the maximum dosage rate, the Department will waive performing the moisture damage potential test.

B. Hydrated Lime. Include hydrated lime in the dry form at a rate of 1.0 percent by the dry weight of aggregate for asphalt concrete except use 0.75 percent for 302 mixes. Conform to AASHTO M 303, Type 1 for hydrated lime. If hydrated lime is used at the specified rates, the Department will waive performing the moisture damage potential test.

441.02

On Page 247, in Table 441.02-1 **Replace** the row “Asphalt Binder^[2]” with the following:

Asphalt Binder ^[2]	5.8 to10.0	5.8 to 10.0	4.6 to 9.0
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441.02

On Page 247, in Table 442.02-1, **Replace** the row “VMA, Min. ^[7]” with the following:

VMA, min. ^[7]	15.5	15.5	12.5
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442.02

On Page 249, in Table 442.02-2 in the row designated “No.4”, column designated “12.5 mm Intermediate Course Mix” **Revise** the [1] footnote designation as shown: 60⁺⁺max

443.03

On Page 252, **Replace** Table 443.03-3 MORTAR TEST REQUIREMENTS with the following:

TABLE 443.03-3 MORTAR TEST REQUIREMENTS

Tests	Description	Specification
AASHTO T315	Unaged DSR Dynamic Shear Rheometer, $G^*/\sin \delta$ (kPa)	5 minimum
AASHTO T315 & T240	RTFO Aged DSR Dynamic Shear Rheometer, $G^*/\sin \delta$ (kPa)	11 minimum
AASHTO R28 & T313	PAV Aged BBR, Stiffness (MPa)	1500 maximum

446.04

On Page 256, **Replace** the 1st sentence of the 3rd paragraph with the following:

A Lot consists of the area of pavement, including shoulders, placed using material produced in one production day as defined in 403.05. If any production day (Lot) exceeds 3000 tons, an additional lot is required to be cored.

447.04

On Page 260, **Replace** the 1st sentence of the 3rd paragraph with the following:

A Mat Density Lot consists of the area of pavement, including shoulders, placed using material produced in one production day as defined in 403.05. If any production day (Lot) exceeds 3000 tons, an additional lot is required to be cored.

447.05.C

On Page 262, **Replace** the last sentence in the 1st paragraph with the following:

Once all test results for the Joint Density Lot have been received, the Department will compute the PWT and average in place density for each lot according to Supplement 1044 using the Excel spreadsheet on the Department's website.

447.05.C

On Page 263, **Add** to the end of the last paragraph in the section, and after Table 447.05-1, the following:

Values computed using equations referenced in this specification may vary slightly from the spreadsheet values due to rounding of numbers. In all cases the numbers computed using the Department's Excel spreadsheet will govern. All pay factors are shown in number form (not percentages) and are rounded to the hundredth decimal place by the spreadsheet. No other rounding is allowed.

451.03

On Page 271, **Replace** the last sentence of the section with the following:

When the concrete pavement bid item includes "with QC/QA" the Engineer will perform Quality Assurance conforming to 455.

455.03.C

On Page 296, **ADD** to the end of the numbered list the following:

21. Initial cure period
22. Minimum and maximum temperatures of cure box during initial curing
23. Date received at lab

455.04.F.9

On Page 298, **Replace** the 451.05.B. with 451.04:

9. Describe methods of monitoring the vibrator operation and frequency, time of day, station location and track speed according to 451.04.

499.03

On Page 305, in Table 499.03-4 **Revise** the 2nd row under the “Type of Work” column as follows:

Structural Concrete (511, 610 , 622)

499.04.B

On Page 306, **Add** the following sentence to the end of the paragraph:
Keep aggregate stockpiles at or above SSD condition prior to batching.

499.04.D

On Page 306, **Replace** the subsection with the following:

D. Adjust the SSD aggregate design weights in the JMF to compensate for the moisture contained in the aggregates. Perform moisture burn offs on all aggregates prior to concrete production. For bridge deck concrete, perform a moisture burn off 2 hours prior to the start of concrete placement.

Provide moisture burn off calculations showing the free moisture of each aggregate prior to batching concrete.

499.06

On Page 308, **Replace** the second paragraph with the following:

Prior to and during batching, maintain all coarse and fine aggregates at a uniform moisture content, at or above, an SSD condition.

499.06.D

On Page 309, **Replace** the third paragraph with the following:

Batch each material to ensure weights are within the tolerance specified in Table 499.06-1, based on the amount specified in the approved JMF including any proportion adjustments according to Item 499.04.

499.06.D

On Page 309, in Table 499.06-1, **Add** the following footnote designation “[4]” to the sixth row:

Water ^{[3] [4]}	±1.0
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499.06.D

On Page 309, in Table 499.06-1, **Add** the following footnote “[4]” after footnote [3] as follows:
[4] Tolerance based on target water quantity, not water quantity allowed at maximum water-cementitious ratio.

499.07

On Page 310, in Table 499.07-1, **Add** the following row after the last row:

Allowable additional water	gallons
----------------------------	---------

499.07

On Page 311, **Replace** the last sentence in the section with the following:

Provide a copy of the moisture burn off calculation sheet with the first ticket of the day, or when there is an updated moisture burn off performed.

499.08

On Page 311, **Add** the following after the last sentence in the section:

For bridge deck concrete, ensure the temperature of the concrete does not exceed 85 °F (30 °C).

501.03

On Page 312, **Replace** the last word of section 501.03 with received.:

Payment per 109.10 will not be made until 30 days after OMM is notified and proper documentation is received.

501.05.B.6

On Page 319, **Replace** the section with the following:

6. Analyze the load effects from construction loads on bridges when:

a. Construction loads exceed 75 percent of posted loads or 60,000-lbs whichever is less. Construction loads include: construction material, vehicles, construction equipment and construction debris. To determine posted load allowance for load posted bridges:

(1) Compare the total vehicle weight and axle configuration of a construction vehicle to 75 percent of the weight limit of the posted vehicle with the same axle configuration shown on the posting sign. Do not place more than one construction vehicle on a posted bridge at any one time. For tracked vehicles, each wheel inside the track counts as an axle.

(2) If no construction vehicle is placed on a posted bridge, the construction load shall not exceed 75 percent of the heaviest posted vehicle weight.

(3) No construction point load shall exceed 5,000-lbs.

b. Applied construction load supported on an outrigger exceeds 60-psi or the minimum loaded area is less than 200-in². Do not support any loads on outriggers on load posted bridges.

The analysis shall be in accordance with the AASHTO LRFD Bridge Design Specifications.

507.03

On Page 331, **Add** the following sentence after the last sentence of the subsection:

Provide a Concrete Cylinder Cure Box per 511.04.

511

On Page 345, **Replace** Items 511.04 and 511.05 with the following:

511.04 Quality Control Requirements

511.05 Mass Concrete Requirements

511.03

On Page 346, **Add** the following sentence to the end of the first paragraph:

Mix concrete according to 499.08.

511.04

On Page 346, **Replace** section 511.04 with the following:

511.04 Quality Control Requirements When the concrete bid item requires QC/QA, develop and submit a Quality Control plan (QCP) for the work and perform quality control testing of the concrete conforming to Item 455.

When the concrete bid item requires QC/QA, The Engineer will perform Quality Assurance conforming to 455.

When the concrete bid item does not require QC/QA, the Engineer will make at least one set of acceptance test cylinders for each 50 cubic yards of concrete.

With any 511 concrete bid item provide and maintain a Concrete Cylinder Curing Box (CCCB) capable of holding at least twelve 4 × 8 inch cylinders at a temperature of 60 to 80 °F degrees no matter what the ambient temperature. Provide a max-min thermometer with each CCCB to ensure these temperature requirements are met. The box will have a sealed lid. If the project has numerous 511 concrete bid items, one CCCB may be used for multiple items of work. Locate the CCCB at a site that is convenient to the concrete work and will eliminate handling damage to both the Contractor QC or QA cylinders and the Department Cylinders. Move the CCCB as needed during the project when the distance from the concrete work increases the possibility of cylinder handling damage.

511.05

On Page 347, **Replace** section 511.05 with the following:

511.05 Mass Concrete Requirements. For concrete components with a minimum dimension of 5-ft or greater, develop a concrete mix design QC-4 for mass concrete according to 499.03. Develop a Thermal Control Plan (TCP) to control placement of the mass concrete so that the highest maximum internal temperature of the placed concrete is not greater than 160 °F and the maximum differential concrete temperature does not exceed 36 °F over 28 days from time of placement.

For drilled shafts with a dimension of 7-ft diameter or greater, develop a concrete mix design QC-4 for mass concrete according to 499.03. Develop a TCP to control placement of the mass concrete so that the highest maximum internal temperature of the placed concrete is not greater than 160 °F.

Submit the TCP to the Engineer for acceptance at least 10 calendar days prior to placement along with the approved JMF (s).

As a minimum, the TCP shall include the following information:

- A. Duration and method of curing.
- B. Procedures to control concrete temperature at the time of placement. The mix shall contain no frozen pieces of ice after blending and mixing components.
- C. Methods and equipment used for controlling temperature differentials.
- D. Temperature sensor types, locations and installation details. As a minimum, concrete temperatures shall be monitored at the calculated hottest location, on at least 2 outer faces, 2 corners, and top surfaces.
- E. Temperature monitoring and recording system; operation plan; recording and reporting plan with example output; and a remedial action plan.
- F. Criteria for form removal to control the maximum temperature differential.

As an alternative to the maximum differential concrete temperature specified above, the Contractor may propose maximum differential temperature limits based on strength gain with time. The TCP for the alternative proposal shall include the methods used to determine the temperature and supporting data and design to support the accuracy of the method chosen. Provide complete calculations and basis for increasing the maximum differential temperature specification. The TCP for the alternative proposal shall also provide the Engineer with tables that define ambient temperatures for acceptable concrete placement, the required temperature of the concrete for the ambient air temperature, the maximum predicted concrete temperature, the maximum predicted differential temperature, the time for removal of forms, the allowable air temperature for form removal, and the predicted maximum and differential temperature from placement to age of 28 days. The Department

will consider all cracking of a mass concrete placement where the differential temperature exceeded 36 °F the responsibility of the Contractor.

Upon the Engineer's acceptance of the TCP, continuously monitor all temperature sensors over the required age of the concrete. If the maximum limit or differential temperature limits are exceeded at any time, immediately take action to retard and reduce the out-of-specification temperatures. If a mass concrete placement temperature exceeds the specification limits of the currently accepted TCP, re-engineer, revise and resubmit the TCP. Do not place additional mass concrete until the revised TCP is accepted.

The Department will consider in-place mass concrete that exceeds the temperature limits or that cracked, as defective and resulting delays as non-excusable. Determine the extent and effect of the damage and submit a proposed repair plan to the Engineer to return the concrete to acceptable quality. The Department will determine if the proposed repair methods are acceptable or if removal is required.

511.07

On Page 348, **Delete** the first paragraph, the calculations and the second paragraph:

~~Unless otherwise noted, the proposed beam seat elevations shown in the plans for prestressed beam superstructures are based on the design midspan camber for prestressed beams which are 30 days old (D₃₀). Adjust each beam seat elevation using measured midspan camber data provided by the fabricator if available. In the absence of measured midspan camber, adjust each beam seat elevation using the following:~~

~~$$\Delta Y = D_t - D_{30} \geq 0$$~~

~~Where:~~

~~ΔY = Distance that each seat elevation shall be lowered from plan elevation to account for midspan camber growth rounded to the nearest 1/8 inch~~

~~$$D_t = (1 + \psi) D_0$$~~

~~D₃₀ = Design Midspan Camber at Day 30 provided in the plans; inch~~

~~D₀ = Design Midspan Camber at Day 0 provided in the plans; inch~~

~~$$\psi = 1.97 K_S K_F K_{TD}$$~~

~~$$K_S = 1.45 - 0.13 (V/S) \geq 1.0$$~~

~~V/S = Ratio of the prestressed concrete member's volume to surface area exposed to the atmosphere. For each of the standard I-beam sections, this ratio is provided on PSID 1-13; inch~~

~~$$K_F = 5 / (1 + f'_{ci})$$~~

~~f'_{ci} = Compressive strength of prestressed concrete at release provided in the plans; ksi, Use the fabricator's reported strength if beams have been cast, otherwise use strength provided in the Plans.~~

~~$$k_{td} = \frac{t}{12 \left(\frac{100 - 4 f'_{ci}}{f'_{ci} + 20} \right) + t}$$~~

~~t = Age of prestressed concrete measured between release of prestressing force (eg. 0.75 days) and time of deck placement; days~~

~~Provide the Engineer with revised plan sheets and Design Camber calculations or measured camber data signed, sealed and dated by an Ohio Registered Professional Engineer at least 7 days prior to constructing the beam seats. The revised plan sheets shall include the measured camber data (if available), Design~~

~~Camber (Dt) and beam age (t) assumed for establishing the revised elevations. Provide haunch reinforcement for prestressed I-beam members according to the ODOT [Bridge Design Manual](#), as necessary to extend the beam's composite reinforcement at least two inches into the deck thickness. All revisions resulting from adjusted beam seat elevations shall be clearly marked as revised. Do not begin work until the Engineer approves the revised plan.~~

511.07

On Page 349, **Replace** the first paragraph on the page after Table 511.07-1, with the following:

Until discharged in the work, ensure the temperature of bridge deck concrete does not exceed 85 °F (30 °C) and ensure that the temperature of all other concrete does not exceed 95 °F (35 °C).

511.19

On page 360, **Replace** the section with the following:

511.19 Joints, Cracks, Scaling and Spalls

A. Joints prior to opening to traffic

After completing all curing operations and allowing the deck to thoroughly dry, seal the following areas with a high molecular weight methacrylate (HMWM) sealer. Flood the areas and squeegee off the excess material as specified in Item 512 before opening the deck to traffic:

1. Transverse joints in the deck.
2. Joints between the concrete deck and steel end dams.
3. Longitudinal joints in the deck.
4. Longitudinal joints between the deck and safety curb, barriers, and parapets, etc.
5. Repaired portable barrier anchor locations.

B. Cracks prior to opening to traffic.

Evaluate the top and bottom of the deck for cracks, within 7 days of opening the deck to traffic in the presence of the Engineer. Provide the Engineer with a summary of the inspection including top surface crack locations, bottom surface crack locations, size of cracks on the top surface greater than 20 mils (0.020 inches) and the percentage of top and bottom cracked area itemized separately. The Department will define the top surface as all exposed deck surface area for a phase width not covered by parapets or sidewalks multiplied by the bridge limits. The Department will define the bottom surface of the same phase as all exposed deck surface area not covered by flanges or encased in diaphragms.

The Department will define all cracked area per phase as follows:

1. For cracks spaced greater than 12", the cracked area will include 6" on each side of crack for full length of the crack.
2. For cracks spaced 12" or less, the cracked area will include the area between the cracks and 6" outside the limits of the crack clusters.

For deck cracking that is 20% or less than the top or bottom deck areas per phase and less than 20 mils in width, seal top surface cracks with HMWM sealer. All costs with sealing the cracking are incidental to the appropriate concrete item.

For deck cracking exceeding 20% of the top or bottom deck area per phase or if a crack exceeds 20 mils, an investigation will be performed by the Engineer and OMM to determine the treatment of the cracks and evaluate the project for violations that would contribute to the cracking. Provide documentation requested by the Engineer for review. If the OMM investigation finds no violations of the specification that would cause the deck cracking, the Department will pay the cost of the additional corrective work on a negotiated price per 109.05.B. If the investigation shows the contractor had violations of the specification that would contribute to deck cracking, the cost of the corrective work

will be the responsibility of the contractor.

C. Cracking investigation prior to Final Inspection

Evaluate the top and bottom of the deck for cracks, within 30 days of final inspection per 109.12.A in the presence of the Engineer. An earlier date may be approved by the Engineer. Provide the Engineer with a summary of the inspection including top surface crack locations, bottom surface crack locations, size of cracks on the top surface greater than 20 mils and the percentage of top and bottom cracked area itemized separately. If the Engineer deems it necessary to set up traffic control for the final inspection, the Department will pay for additional work on a negotiated price per 109.05.B. The Department will define the cracked area per 511.19.B.

For deck cracking that is 20% or less than the top or bottom deck areas per phase and less than 20 mils in width, seal top surface cracks as directed by the Engineer with HMWM sealer on a negotiated price per 109.05.B.

For deck cracking exceeding 20% of the top or bottom deck area per phase or if a crack exceeds 20 mils (0.020 in) width, an investigation will be performed by the Engineer and OMM to determine the treatment of the cracks and evaluate the project for violations that would contribute to the cracking. Provide documentation requested by the Engineer for review. If the OMM investigation finds no violations of the specification that would cause the deck cracking, the Department will pay the cost of the additional corrective work on a negotiated price per 109.05.B. If the investigation shows the contractor had violations of the specification that would contribute to deck cracking, the cost of the corrective work will be the responsibility of the contractor.

D. Scaling and spalls

For deck scaling that is greater than 0.250 inches deep, or on more than 20% of the deck surface area, or deck spalling on more than one area, or an area greater than 32 square yards, the Engineer will investigate the project with OMM to determine the treatment and proceed according to 108.02 to resolve.

511.24

On Page 364, **Revise** the 7th paragraph as follows:

All costs for sealing as specified in 511.19.A are incidental to the appropriate concrete item. ~~The Department will not make separate payment for sealing.~~

513.04

On Page 383, **Replace** the third paragraph on page 383 with the following:

At least two weeks before starting shop fabrication, the fabricator shall notify the Office of Materials Management and furnish a proposed fabrication schedule for the work and tentative date that the structural steel will be ready for delivery. The ready for delivery date shall include ten days for the Department to perform final inspection upon accepting the final inspection request. The fabricator shall update OMM on any changes to their schedule to allow for the ten days to perform final inspection.

513.04

On Page 383, **Replace** the fifth paragraph on page 383 with the following:

The fabricator shall not ship fabricated members performed under Item 513, UF Level or Levels 1 through 6 from the shop without prior hold point inspections unless the Office of Materials Management waives the inspection. Requests for final inspection will not be accepted until the fabricator completes and inspects with documentation, final fabrication and shop coatings and the Contractor documents approval of shop drawings and material test reports have been received by the

Department. The Department will have ten days to perform the final inspection upon accepting the final inspection request.

513.19

On Page 388, **Replace** the first paragraph of 513.19 with the following:

513.19 Holes for High-Strength Bolts and Bearing Bolts. Provide cylindrical holes, perpendicular to the member, clean cut, and free of ragged edges. Remove burrs by countersinking not more than 1/16 inch (~~1.6 mm~~) or by grinding. Provide finished holes with a diameter not larger than the nominal diameter of the bolt plus 1/16 inch (~~1.6 mm~~) for bolts less than 1 inch in diameter. Provide finished holes with a diameter not larger than the nominal diameter of the bolt plus 1/8 inch for bolts greater than 1 inch in diameter. The hole diameter shall not vary by more than 1/32 inch (~~0.8 mm~~) from a true circle for 85 percent of the holes in a contiguous group, and not more than 1/16 inch (~~1.6 mm~~) for the remainder.

515.14

On Page 429, **Replace** the last sentence of the fifth paragraph with the following:
Do not use spliced strands.

515.15

On Page 431, **Replace** Table 515.15-1 with the following:

TABLE 515.15-1, TEST SPECIMEN REQUIREMENTS

Cubic Yards per Bed	Sampling Frequency	Number of Cylinders Required
Less than or equal to 30 cubic yards	First and last load per bed	Minimum of 6
30 to 60 cubic yards	First and last load per bed plus one random sample.	Minimum of 9
Greater than 60 cubic yards	First and last load per bed plus 2 random samples.	Minimum of 12

515.15

On Page 431, **Replace** the first paragraph after Table 515.15-1 with the following:

Determine strength, for both strand release and final shipping, by testing a group of cylinders, which consists of at least one cylinder from every sample location. Test a minimum of three cylinders for release, and a minimum of three cylinders for final shipping strength. Each group of cylinders shall have an average strength of what is specified in the shop drawings, and no individual cylinder shall have less than 95 percent of the specified strength.

515.18

On Page 434, **Replace** the section with the following:

515.18 Prestressed Member Acceptance and repair. Throughout the fabrication process reject all prestressed members not meeting specification requirements except as noted below for camber.

For all rejected members provide the Department with a complete description of the rejection, and unless waived by the Director, an Ohio registered professional engineer’s written evaluation of the criticalness of the rejection and the professional engineer’s proposed repair method that will repair the rejected member to an acceptable condition. The Department will determine the acceptability of the

member and the repair procedure. If acceptable, the fabricator will only make repairs witnessed by the Department's inspector unless waived by the Director.

Use the Precast/Prestress Concrete Institute's Manual for the evaluation and repair of Precast, Prestressed Concrete Bridge Products MNL-137-06 as a general guide.

The Department will not accept for shipping, prestressed members with measured camber exceeding the Design Camber (Dt), used to establish the seat elevations, according to 511.07, by more than the Sacrificial Haunch thickness nor camber more than one inch less than Design Camber, until a corrective work plan has been approved by the Engineer. The plan shall be signed, sealed and dated by an Ohio Registered Engineer and shall include all revised plan information necessary to place the deck to the plan thickness. If the prestressed members are acceptable, exclusive of the deviation from Design Camber, the Department will pay for all costs incurred resulting from measured camber exceeding or more than 1 inch under Design Camber calculated for the actual beam age at the time of deck placement, as Extra Work, 109.05.

516.03

On Page 437, **Replace** the first paragraph with the following:

516.03 Coating. Coat steel components of bearings as follows:

A. Uncoated weathering steel bearings attached to uncoated weathering steel members shall remain uncoated.

B. Galvanize, metallize or apply inorganic zinc prime coat to steel bearings attached to steel members to be painted followed by field application of the epoxy and urethane coat.

C. Galvanize or metallize steel bearings attached to concrete, galvanized steel and metallized steel members.

The bearing's faying surface in contact with the supported member need not be coated. Inorganic zinc prime coating shall be in accordance with 514. Metallizing shall be in accordance with Supplemental Specification 845. Galvanizing shall be in accordance with 711.02. Repair damage to metallized or galvanized coatings according to 711.02.

516.04

On Page 437, **Add** the following material to list in 516.04:

Steel Plate Shims711.01

516.04

On Page 437, **Add** the following sentence at the end of 516.04:

Steel plate shims shall be the same material as the adjacent structural steel.

516.07

On Page 439, **Replace** the section with the following:

516.07 Bearing Devices.

A. Steel Bearings

For sliding plates, lubricate the sliding surfaces with flake graphite, and superimpose plates on each other with their edges flush.

After making final connection to structure, the following tolerances apply:

1. The bearing's marked centerline shall be within ± 0.125 -in of the substructure's marked centerline.

2. After deck placement, the position of rockers, sliding plates and rollers shall be plumb to within an angular tolerance of 0.20-rad. (1-degree) at 60°F.

3. The bearing's marked centerline shall be within ± 0.125 -in of the punch marked bearing centerlines on the steel beam/girder.

Accurately set, level and align bearing plates, and bolsters. Set bearing plates and bolsters on 0.125 inch (3 mm) thick sheet lead, conforming to 711.19.

Set bearing plates or bolsters on bridge seat areas that are flat with a smooth level surface. If the bridge seat area is high or uneven, use a bushhammer or grinder followed by thin film of trowelable mortar per Supplemental Specification 843 to fill the pitted surface to bring the seat area to the proper elevation and provide a level, even surface. If the bridge seat area is lower than Plan elevation by 0.25-in or less, use trowelable mortar per Supplemental Specification 843 to level the surface. If the bridge seat area is lower than Plan elevation by more than 0.25-in., center and connect steel plate shims with length and width dimensions at least 0.625-in larger than the bearing area to both the bearing and the steel member by a 0.25-in all-around fillet weld to bring the seat area to the proper elevation.

B. Elastomeric Bearings

After making final connection to structure, the following tolerances apply (See Figure 516.07-B-11):

1. The bearing's marked centerline shall be within ± 0.125 -in of the substructure's marked centerline.
2. After deck placement, a line drawn through the bottom and top corners of the bearing shall be plumb to within an angular tolerance of 0.20-rad. (1-degree) at 60°F.
3. The bearing's marked centerline shall be within ± 0.125 -in of the punch marked bearing centerlines on the steel beam/girder.

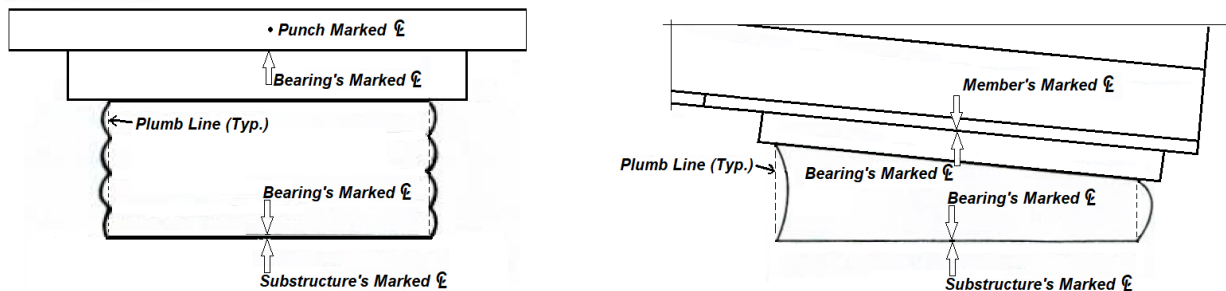


Figure 516.07-B-2

Set elastomeric bearings directly on the concrete surface. If the beams seats are to be sealed with an epoxy or non-epoxy sealer prior to setting the bearings, do not apply sealer to the concrete surfaces under the proposed bearing locations. If these locations are sealed, or membrane cured, remove the sealer or membrane cure to the satisfaction of the Engineer before setting the bearings. Perform this removal at no expense to the Department.

Set elastomeric bearings on bridge seat areas that are flat with a smooth level surface. The elastomeric bearing shall be in contact with the bridge seat for a minimum of 95 percent of the outside perimeter of the bearing prior to beam/girder erection. If the bridge seat area is high or uneven, use a bushhammer or grinder followed by thin film of trowelable mortar per Supplemental Specification 843 to fill the pitted surface to bring the seat area to the proper elevation and provide a level, even surface. If the bridge seat area is lower than Plan elevation by 0.25-in or less, use trowelable mortar per Supplemental Specification 843 to level the surface. Provide a Corrective Work Plan according to C&MS 501.05.C for bridge seat locations that are greater than 0.25-in below Plan elevations.

Position elastomeric bearings so that, when the completed bridge is at 60 °F (16 °C), the elastomeric bearings are vertical. If the bridge is erected at an ambient temperature higher than 80 °F

or lower than 40 °F and the bearing shear deflection exceeds 1/6 of the bearing height at 60 °F ± 10 °F, raise the beams or girders to allow the elastomeric bearings to return to their undeformed shape at 60 °F ± 10 °F.

Reject bearings according to 106.07 as unacceptable material that exhibit the following:

- 1) Three or more separate surface cracks greater than 1/16" wide or a single crack greater than 3/16" deep or wider than 1/4" in.
- 2) Bearings exhibiting bulging patterns implying out of tolerance cover or layer thickness or bulges spanning two or more layers.
- 3) Bearings that do not return to original shape after resetting.
- 4) Bearings that are not completely vulcanized to the load plate or masonry plate.

Where the load plate of an elastomeric bearing is to be connected to the structure by welding, control the welding so that the plate temperature at the elastomer bonded surface does not exceed 300 °F as determined by use of pyrometric sticks or other temperature monitoring devices.

C. Anchor Bolts

Set anchor bolts for bearing devices that are clear of the beam or girder flanges, in the concrete after erecting the main structural steel, except as specified below for bearing devices at abutments. Place reinforcing steel in the bridge seat to not interfere with the drilling of anchor holes. Accurately set anchor bolts in the holes and embed the anchor bolts in non-shrink, non-metallic grout. Until the anchors are installed, prevent water from entering and or freezing in the anchor bolt holes.

If structural steel interferes with the setting of the anchor bolts, set the anchor bolts before erecting the steel. The Contractor may determine the location of the bolts by using a template and form holes or embed the bolts when placing concrete or, drilling holes in the hardened concrete.

Install anchor bolts to project at least 1/4 inch beyond the nut when tightened. Damage or burr the threads on the projecting end of the bolt after the nut is tightened. The bolt threads shall not extend to the planes of the contact surfaces between the connected parts. Include the length of two additional threads to the specified thread length of the bolt to allow for thread runout. Washers no thicker than 1/4 inch are permitted under the nut.

Permanently fasten bearing devices to the abutments, steel beams, or girders after backfilling the abutments to within 2 feet of the top of the bridge seat.

516.09

On Page 440, **Revise** the section as follows:

516.09 Basis of Payment. The Department will pay for accepted quantities at the contract prices as follows:

Item	Unit	Description
516	Foot or Pound (Meter or Kilogram)	Structural Steel Expansion Joints
516	Foot (Meter)	Structural Expansion Joints Including Elastomeric ___ Seals
516	Foot (Meter)	Elastomeric Compression
516	Foot (Meter)	Seals for Structural Steel Joints, ___ Width Vertical Extension of
516	Square Foot (Square Meter)	___ Preformed Expansion Joint Filler

516	Foot (Meter)	Joint Sealer		
516	Each, Foot, Square (Meter, Square Meter, Kilogram)	Bearing	Foot,	Devices Pound
516	Each, Square Foot (Square Meter)	___ inch Preformed Bearing Pad, Type PEP		
516	Each	Elastomeric Bearing with Internal Laminates Only		
516	Each	___ × ___ × ___ with Internal Load Plate ___ × ___ × ___	Elastomeric Laminates	Bearing and
516	Square Foot (Square Meter)	1/8-inch (3 mm)	Preformed Bearing Pads, Type	CDP

524.10

On Page 464, **Add** the following sentence to the end the first paragraph:
Provide a Concrete Cylinder Cure Box as per 511.04.

526.04

On Page 468, **Add** the following sentence to the end of 526.04:
Provide a Concrete Cylinder Cure Box as per 511.04.

606.06

On page 483, **Revise** the last paragraph in the section as follows:
Cover the face of the impact head with solid fluorescent yellow Reboundable retroreflective sheeting conforming to 730.191.

608.02

On page 486, **Replace** the third item with the following:
Concrete, Class QC Misc. or QC 1^{[1][2]}499

608.02

On page 487, **Replace** the asterisked note with the following:
[1] Replacing Coarse aggregate in the concrete mixes with Recycled Concrete Aggregate conforming to Supplement 1117 is an option.
[2] Provide Concrete Cylinder Cure Box according to 511.04.

609.02

On page 489, **Replace** the first item with the following:
Concrete, Class QC Misc. or QC 1^{[1][2]}499

609.02

On page 489, **Replace** the asterisked note with the following:
[1] Replacing Coarse aggregate in the concrete mixes with Recycled Concrete Aggregate conforming to Supplement 1117 is an option.
[2] Provide Concrete Cylinder Cure Box according to 511.04.

613.03

On page 519, in Table 613.03-1 in column “Type 3”, **Replace** the 297 lb/yd³ of Fly Ash, Class C ^[4] with 500 lb/yd³.

614.03.B

On page 523, **Revise** the fourth paragraph as follows:

Use Type IV, IX, XI or Reboundable retroreflective sheeting complying with 730.19, 730.193, 730.194, or 730.191, respectively, for faces of construction signs, vertical panels, object markers, and stripes on glare screen panels. Use Type XI retroreflective sheeting complying with 730.194 for faces of barricades.

614.03.B

On page 523, **Revise** the fifth paragraph as follows:

Use fluorescent orange retroreflective sheeting for all orange construction signs, object markers, and stripes on glare screen paddles. Use standard orange or fluorescent orange retroreflective sheeting for the orange portions of drums, cones, barricades and vertical panels.

614.03.B

On page 523, **Revise** the first sentence of the sixth paragraph as follows:

Furnish orange drums with Reboundable retroreflective sheeting complying with the requirements of 730.191 and in conformance with the OMUTCD.

614.03.B

On page 523, **Revise** the first sentence of the seventh paragraph as follows:

Furnish traffic cones consisting of a highly visible orange predominant color with Reboundable retroreflective sheeting complying with the requirements of 730.191 and in conformance with the OMUTCD.

614.03.B

On page 523, **Revise** the ninth paragraph as follows:

Furnish object markers that are a minimum size of 6 x 12 inches and that consists of retroreflective sheeting adhered to an aluminum or plastic plate.

614.03.C

On page 524, **Revise** the fifth paragraph as follows:

Conspicuity tape: Use red and white, Type IV, IX or XI retroreflective sheeting that complies with 730.19, 730.193 or 730.194 respectively.

614.03.C.1

On page 524, **Revise** the first sentence as follows:

Apply one 2 inch wide (minimum) horizontal stripe of Type IV, IX, or XI retroreflective sheeting to a minimum of 50 percent of the length of each side of the payload portion of the vehicle, rearward from the back of the cab, NCHRP 350 Category IV equipment and trailers.

614.03.C.2

On page 524, **Revise** the first sentence as follows:

Outline the lower rear facing area of the vehicle, NCHRP 350 Category IV equipment, and trailers with 2 inch wide (minimum) horizontal stripe of Type IV, IX or XI retroreflective sheeting.

614.03.C.3

On page 524, **Revise** the first sentence as follows:

Outline the upper rear facing area with two pairs of strips of 2-inch wide (minimum) retroreflective Type IV, IX or XI sheeting, each pair consisting of strips 12 inches long, must be positioned horizontally and vertically on the right and left upper corners of the rear of the body of each vehicle or trailer, as close as practicable to the top of the vehicle or trailer and as far apart as practicable.

614.08

On page 528, **Revise** the fourth sentence of the second paragraph as follows:

Ensure that each face of the paddle is made of Type XI retroreflective sheeting meeting the requirements of 730.194.

619.02

On page 549, **Replace** footnotes [2], [4] and [5] of Table 619.02-1 FIELD OFFICE with the following:

[2] Copier must meet minimum specifications provided for each field office type. Contractor responsible for paper supplies, copier supplies, and maintenance of copier.

Type A, B and C: (Check with ODOT IT Support to approve non-preferred print unit)

Copy/Print Speed: 20 Pages Per Minute (Letter), 15 Pages Per Minute (Legal), 12 Pages Per Minute (Ledger) or higher

Duplex printing support

Automatic document feeder with 40 sheet duplexing document feeder

Copier Memory: 256 MB

Data Security Kit

Paper Capacity - 250 sheet × 2 trays, 50-sheet Bypass tray

Network Interface: Ethernet port 10/100Base-TX, 1000Base-TX

Color Scanning with following requirements:

Up to Up to 600 × 600 dpi

Scan Area up to 11" × 17"

Scanning Protocol Support - TCP/IP, SMTP, SMB, FTP, POP3, NCP

File Scan Types Supported: Single Page TIFF, JPEG, PDF, Multi- Page TIFF, PDF, and

Scanning Support for Scan-to-Email, SMB (Folder), URL, and TWAIN

Network protocol support for TCP/IP

Support Kerberos Authentication

Support TLS 1.2

Support SNMPv3

Supports at least the below Web Encryption Ciphers

AES256-GCM-SHA384

AES256-SHA256

AES256-SHA

AES128-GCM-SHA256

AES128-SHA256

AES128-SHA

Supports FIPS 140 Compliance Library

Client and Server Print Driver Support for PCL Print Drivers

Server Operating System Support for Windows Server 2016 and later (32 Bit/64 Bit)

Client Print driver support for Windows 10 and later (Both PCL/(32 Bit and 64 Bit))

Minimum print/copy resolution of 600 × 600 dpi
Preferred print unit: one of the following MFC machines/series:

- M776dn - #T3U55A
- Flow M776z - #3WT91A
- Flow M776zs - #T3U56A

[4]Capable of handling the breakdown of 22 × 34-inch (559 × 864 mm) sized plans into ten sections.

[5]Provide a broadband internet connection capable of minimum download speeds as follows:
30 Mbps download 5 Mbps upload - Network Latency less than 50 milliseconds. If speeds are not available through an individual or singular circuit, provide the highest speed available in the area and install multiple circuits to achieve the specified speeds. When multiple broadband services are available the following is the preferred order: Cable, DSL, Cellular, and Wireless Radio (Satellite Communication is not compatible with ODOT VPN connection and will not be accepted). Supply modems capable of being configured in Bridge Mode. If a cellular network is used, provide the cellular equipment, including software and router equipment to connect to the ODOT provided Cisco ASA 5505 firewall. Supply ODOT with all documentation for the broadband circuit including all username/user ids, passwords and account information. Verify that the broadband internet connection is active and working as specified. ODOT IT personnel will confirm that bandwidth and network latency are compliant with the required field office specifications. All field office Internet connections are for ODOT use only.

620.02

On page 550, **Revise** the seventh line of the table and the second following sentence as follows:

Retroreflective sheeting.....730.191, 730.194

Delineators consist of reflectors mounted on flexible posts or brackets. Reflectors are retroreflective sheeting adhered to either a flexible post or an aluminum plate.

621.08

On page 554, **Revise** the third sentence of the section as follows:

Remove all standing water from the hole, clean the hole, and coat with 407.02 asphalt material before filling.

622.02

On page 555, **Add** the following footnotes:

622.02 Materials. Furnish materials conforming to:

Concrete,	
Class QC ^{[1][2]}	499
Reinforcing steel and	
wire fabric	509.02
Forms	515.14
Preformed filler	705.03
Curing materials.....	705.05, 705.06,
.....	or 705.07 Type 2
Precast concrete	706.13
Dowel bars	709.01 thru 709.05
Steel	711.01

^[1]Replacing Coarse aggregate in the concrete mixes with Recycled Concrete Aggregate conforming to Supplement 1117 is an option

^[2]Provide a Concrete Cylinder Cure Box per 511.04.

624

On page 562, **Replace** entire Item 624 Mobilization with the following:

ITEM 624 MOBILIZATION

624.01 Description

624.02 Limitation

624.03 Method of Measurement

624.04 Basis of Payment

ITEM 624 MOBILIZATION

624.01 Description. This work consists of the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all field offices, buildings, and other facilities necessary for work on the project; for all other work and operations that must be performed or costs incurred before beginning the Work on the other contract items; and for demobilization.

If Mobilization is not included as a pay item in the Contract, the Department will not pay for this work separately but will consider it incidental to the other Contract Items.

624.02 Limitation. The Department will limit the sum of the partial payments specified in 624.04.A and 624.04.B to the amounts shown in Table 624.02-1 under “Maximum Total of Partial Payments” 5% of the original contract amount. The Department will pay the balance of the lump sum amount bid, as specified in 624.04.C.

Table 624.02-1

Total Contract Amount	Maximum Total of Partial Payments	
More than	Up to, inclusive	
(\$)	(\$)	(\$)
0	50,000	0
50,000	100,000	2,000
100,000	200,000	4,000
200,000	500,000	10,000
500,000	1,000,000	20,000
1,000,000	2,000,000	40,000
2,000,000	5,000,000	100,000
5,000,000	10,000,000	200,000
10,000,000	20,000,000	400,000
20,000,000	40,000,000	800,000
40,000,000	60,000,000	1,200,000
60,000,000	80,000,000	1,600,000
80,000,000	—	2,000,000

If the lump sum amount bid for Mobilization exceeds ~~the total shown in Table 624.02-1 for partial payments~~ 5% of the original contract amount, the Department will pay the excess upon completion of the project.

624.03 Method of Measurement. The Department will measure Mobilization as a unit, acceptably performed.

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

- A. The Department will release 50 percent of the lump sum amount bid for Mobilization or 50 percent ~~of the amount shown in 624.02~~ of 5% of the original contract amount, whichever is less, to the Contractor with the first estimate payable, but not sooner than 15 days after the start of work at the project site.
- B. The Department will release an additional 40 percent of the lump sum amount bid for Mobilization or 40 percent ~~of the amount shown in 624.02~~ 5% of the original contract amount, whichever is less, with the first regular estimate after 10 percent of the original total contract amount, including payments for delivered materials but excluding Mobilization, is earned.
- C. Upon completion of all work on the project, including final cleanup, the Department will release payment of the remaining 10 percent of the lump sum amount bid for Mobilization and any amount of the lump sum price bid for Mobilization, in excess of ~~the total amount shown in 624.02~~ 5% of the original contract amount for partial payment. Final cleanup includes but is not limited to the removal of construction layout stakes and sediment and erosion control items.

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

Item	Unit	Description
624	Lump Sum	Mobilization

625.05

On page 564, **Add** the following footnote:

625.05 Materials. Furnish materials conforming to:

Concrete QC Misc or QC 1 ^[1]	499, 511
Reinforcing steel	509.02
Sand	703.06
Cable	725.02
Unit type duct-cable systems	725.03
Conduit	725.04, 725.051, 725.052
Pull boxes.....	725.06, 725.07, 725.08, 725.12
Junction boxes	725.10
Luminaires	725.11
Lamps	725.11
Cable connectors and connector kits	725.15
Cable splicing kits.....	725.15
Ground rods	725.16
Power service components	725.19
Wood service poles.....	725.19
Anchor bolts and nuts	725.21
Light poles	725.21
Light towers	725.21
Portable power units	725.21
Underground warning / marking tape.....	725.22

^[1]Provide a Concrete Cylinder Cure Box per 511.04.

625.10

On page 567, **Replace** the seventh paragraph with the following:

Place ~~Class QC Misc or QC 1~~ concrete for the foundation in accordance with ~~511~~ 524 except that forms will not be required for portions of foundations extending more than 6 inches (150 mm) below the ground line, unless the soil does not have sufficient stability to stay in place during the placing of the concrete.

625.18

On page 572, **Revise** the second paragraph as follows:

Make each cable connection below grade (i.e. pull boxes, junction boxes in retaining walls, etc.) with a cable splicing kit. Three-way butt splices may be constructed using two copper E-crimp tap connectors inside the splice enclosure.

630.02

On page 582, **Add** the following to “Other materials”:

Other materials:

Retroreflective sheeting, Type I.....	730.18
Retroreflective sheeting, Type IV.....	730.19
Retroreflective sheeting, Type IX.....	730.193
Retroreflective sheeting, Type XI.....	730.194
Nonreflective acrylic opaque sheeting.....	730.20
Silk screen inks.....	730.22
Transparent acrylic electronic cuttable films.....	730.23

630.02

On page 581, **Add** On page 564, **Add** the following footnote:

Furnish materials conforming to:

Concrete, Class QC Misc or QC 1^[1].....499, 511

Steel:

- Structural steel.....711.01
- Reinforcing steel509.02
- U-channel posts730.015
- Square posts730.016
- Wooden Box Beam.....730.017
- Tube and pipe730.01
- Anchor bolts and nuts730.02
- Poles and arms730.03
- Base and arm plates.....730.04
- Handhole covers.....730.05
- Pole caps.....730.06
- Arm caps730.07
- Hardware730.08
- Stainless steel730.09
- Stainless steel hardware730.10
- Messenger wire732.18

Aluminum:

- Sheet and plate730.11
- Extrusions.....730.12
- Tube and pipe.....730.13
- Castings730.14
- Forgings730.15
- Welding rods730.16
- Hardware730.17

Other materials:

- Decals.....725.21
- Reflective sheeting, Type F.....730.18
- Reflective sheeting, Type G.....730.19
- Reflective sheeting, Type H.....730.192
- Reflective sheeting, Type J730.193
- Nonreflective acrylic opaque sheeting730.20
- Silk screen inks730.22
- Transparent acrylic electronic cuttable films730.23

^[1]Provide a Concrete Cylinder Cure Box per 511.04.

630.04

On page 582, **Revise** the first sentence of the second paragraph as follows:

Prior to retroreflective sheeting application, clean aluminum sign surfaces either by total immersion in a tank containing an alkaline solution of the manufacturer’s specification or by steam cleaning with an alkaline solution of the manufacturer’s specification, followed by a thorough rinsing with running water.”

630.04

On page 583, **Revise** the second paragraph as follows:

For flat sheet fluorescent yellow and fluorescent yellow-green warning signs, use type XI retroreflective sheeting. For other flat sheet sign types and colors, double faced mile marker, and double faced street name signs, use Type IV, IX or XI retroreflective sheeting for background and retroreflective legends.

630.04

On page 583, **Replace** the third paragraph with the following:

For extrusheet signs, use Type IV retroreflective sheeting for the background, and use Type XI retroreflective sheeting for retroreflective legends, shields and symbols (including hazardous material plaque, airport symbol, arrows and borders). Apply retroreflective sheeting to the surface according to the manufacturer's recommendations, with no blisters, wrinkles, tears, or blemishes. Do not use Reboundable sheeting for permanent signs.

For retroreflective legends on flat sheet, double faced mile marker and double faced street name signs, use reverse silk screen transparent ink, digital printing, transparent acrylic electronic cuttable film, or direct applied retroreflective sheeting copy. When using direct applied retroreflective sheeting copy, apply all legend on a sign with the same rotation angle orientation. For nonreflective legends, use direct silk screen black ink or direct applied nonreflective acrylic opaque black sheeting copy. For double faced mile marker signs, use flat sheet aluminum and apply retroreflective sheeting and legend to both sides. For double faced street name signs, use extruded aluminum blanks with minimum thickness of 0.063 inch (1.6 mm) and thicker, stiffened edges, and apply retroreflective sheeting and legend to both sides.

630.04

On page 583, **Revise** the fourth paragraph as follows:

Extrusheet panels consist of flat sheet aluminum reinforced with aluminum extrusions attached by spot welding. Panels extruded in a single operation may be used in lieu of spot welded panels. Do not use extruded panels and spot welded panels in the same sign. Bolt together the minimum number of full length, sheeted panels to achieve the sign height, using aluminum bolts, washers, lock washers and nuts. For retroreflective legends, shields and symbols (including hazardous material plaque, airport symbol, arrows and borders) use direct applied retroreflective sheeting. Apply all retroreflective legend on a sign with the same rotation angle orientation. For nonreflective legends, use direct applied nonreflective acrylic opaque black sheeting copy. Use sheeting from the same manufacturer for both the legend and background.

630.04

On page 583, **Revise** the last paragraph as follows:

Use fluorescent yellow-green Type XI retroreflective sheeting for the following signs and plaques: School (S1-1), School Bus Stop Ahead (S3-1), SCHOOL BUS TURN AHEAD (S3-2), SCHOOL ENTRANCE (S3-H3), SCHOOL (S4-3P), School Speed Limit Ahead (S4-5, S4-5a), yellow portions of School Speed Limit (S5-H1), Pedestrian Crossing (R1-6, R1-6b, R1-9), Bicycle (W11-1), Pedestrian (W11-2), Handicapped (W11-9), Bicycle/Pedestrian (W11-15), Trail Crossing (W11-15a), Playground (W15-1), and SAFETY ZONE (W15-H2). Fabricate supplemental warning plaques [such as Advisory Speed (W13-1P), SHARE THE ROAD (W16-1P), Distance (W16-2P, W16-2aP, W16-3P, W16-3aP), Supplemental Arrow (W16-5P, W16-6P, W16-7P) and AHEAD (W16-9P)] from fluorescent yellow green Type XI retroreflective sheeting when used with a sign above.

630.04

On page 584, **Revise** the second paragraph as follows:

Use fluorescent yellow Type XI retroreflective sheeting for all yellow signs, yellow portions of multi-colored signs, and yellow sign post reflectors, except for signs and portions of signs required to be fabricated with fluorescent yellow-green Type XI retroreflective sheeting.

630.04

On page 584, **Revise** the fourth paragraph as follows:

Furnish 4 x 2.5 inch (100 x 62 mm) sign identification labels of Type I retroreflective sheeting as shown in Figure 1. For signs fabricated in English based sizes, use white labels with red ink legend. For signs fabricated in hard metric based sizes, regardless of the sign message units contained on the sign face, use yellow labels with red ink legend. Place the label on the back side of the sign in the lower right corner of rectangular signs, or in an equivalent location for other sign shapes, approximately 3 inches (75 mm) from side and bottom sign edges (for smaller signs, these dimensions may be reduced). Position the label so it can be read horizontally and is clearly visible, not near bolt holes or rivets, and not obstructed by the sign support when erected.

630.04

On page 584, **Revise** the first sentence of the fifth paragraph as follows:

Silk screen or digitally print the fabrication data onto the face of the label, and include the month and year of fabrication, state project number, sign manufacturer name, the sign process (silkscreen, digital, cut vinyl), and the sheeting manufacturer brand.

630.04

On page 584, **Revise** the Figure 1 heading as follows:

FIGURE 1
LABEL DESIGN

630.04

On page 585, **Revise** the first sentence of the first paragraph as follows:

Fabricate sign post reflectors with flat sheet aluminum and match the retroreflective sheeting type to the sheeting type used for the corresponding sign.

630.06.B

On page 586, **Revise** the first sentence of the fourth paragraph as follows:

When specified, furnish sign support identification stickers of Type I retroreflective sheeting listing the support type, design number, span/arm length, county, route, and section number (example: TC15.116, design 1, 80 ft span, CUY-90-17.58).

630.14

On page 589, **Replace** the fifth paragraph with the following:

The Department will measure Ground Mounted Wooden Box Beam Support by the number of feet (meters), and will include u-channel post, sheet metal cap, stabilizers, hardware for sign attachment, solid concrete block, excavation, backfilling, disposal of surplus material, and installation of breakaway feature.

632.03

On page 598, **Revise** the sixteenth line of the table as follows:

Signal heads 732.01, 732.02, ~~732.03~~, 732.05

632.03

On page 598, Add the following footnotes:

Furnish materials and equipment conforming to:

Concrete, Class QC Misc or QC 1 ^[1]	499, 511
Steel ^[2] :	
Poles, supports, arms, appurtenances	
and anchor bases	730.02, 730.03, 730.04,
.....	730.05, 730.06, 730.07,
.....	732.12, 732.11
Pedestals	732.15
Backplates	732.22
Hardware	730.08
Stainless steel hardware	730.10

Other Items:

Conduit, rigid	725.04, 725.051, 725.052
Ground rod	725.16
Pull boxes	725.06, 725.07, 725.08, 725.12
Identifying tags or bands	725.02
Signal heads	732.01, 732.02, 732.03, 732.05
Lamps	732.04
Pushbuttons	732.06
Detectors	732.07
Wood poles	732.13
Down guys	732.14
Conduit risers	732.16
Cable supports	732.17
Messenger wire	732.18
Cable and wire.....	732.19
Power service	732.20
Disconnect Switch with enclosure	732.21
Backplates.....	732.22
Tether Wire	732.18

[1] Provide a Concrete Cylinder Cure Box per 511.04.

[2] Acceptance of materials and products is based on certified test data, furnished in triplicate, or on test results of samples according 106.04, as required by the Laboratory.

633

On page 611, Delete the subsection title “633.13 Controller, Master, Traffic Responsive”.

633.03

On page 612, Add the following footnote:

Furnish material and equipment conforming to:

Concrete (cabinet foundations and work pads)	
QC Misc or QC 1 ^[1]	499, 511
Conduit	725.04, 725.051, 725.052
Cabinet and auxiliary equipment	733.03
Cabinet riser.....	733.04
Flasher controller	733.05
Remote monitoring station	733.07

Uninterruptible Power Supply..... 733.09

U1 Provide a Concrete Cylinder Cure Box per 511.04.

633.18

On page 614, **Replace** the last sentence of the first paragraph with the following:
A ground rod (paid for separately) shall be provided for freestanding UPS cabinets.

641.05

On page 631, **Replace** the first paragraph with the following:
Before applying marking material, the pavement surfaces must be completely dry. In the presence of the Engineer, test for moisture using the following test procedure, when rainfall has occurred within 24 hours prior to the start of the pavement marking operations or as directed by the Engineer.

641.08.E

On page 632, **Revise** the first paragraph as follows:
Place stop lines as solid 24-inch (600 mm) wide white stripes. Place transverse crosswalk lines as solid 12-inch (300 mm) wide white stripes. Place longitudinal bar crosswalk lines as solid 24-inch (600 mm) wide white stripes.

641.12

On page 633, **Insert** the following after the second sentence of the first paragraph:
The Department will measure Crosswalk Line as the total length of all individual transverse or longitudinal crosswalk lines.

642.05

On page 636, **Add** the following item between the “Lane Arrow” and “Word on Pavement” items:
642 Each Two Way Left Turn Arrow

643.05

On page 639, **Add** the following item between the “Lane Arrow” and “Word on Pavement” items:
643 Each Two Way Left Turn Arrow

644.06

On page 642, **Add** the following item between the “Lane Arrow” and “Word on Pavement” items:
644 Each Two Way Left Turn Arrow

645.05

On page 643, **Add** the following item between the “Lane Arrow” and “Word on Pavement” items:
645 Each Two Way Left Turn Arrow

646.07

On page 648, **Add** the following item between the “Lane Arrow” and “Word on Pavement” items:
646 Each Two Way Left Turn Arrow

659.03

On page 662, **Replace** the entire second paragraph with the following:
The Contractor may provide other lime grade materials. The lime grade materials provided will meet Table 3-5 “Total Neutralizing Power, Fineness, Moisture, and Effective Neutralizing Power of Various Liming Materials That Can be Found in Ohio” found in Bulletin 472, *Ohio Agronomy Guide*, published by the Cooperative Extension Service, The Ohio State University. Based on the type of

lime grade material provided, determine the increase or decrease in the standard application rate from Table 3-6 according to the “Adjustments for the Type of Liming Material” section.

700.00

On page 687, **Delete** 610 from 700 table:

610	Cellular Retaining Walls	610.04.A Cellular Products will be supplied by a source on the Certified Lists for S 1073 maintained by OMM. Receive with TE-24. Check dimension, condition and compliance with approved drawings. 610.04.B Cellular Products accept by certified test data documentation at the Project. Document in SM.	Notify District Testing if rejecting material. If material non performs or looks defective during use notify District Testing and OMM.
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700.00

On page 709, **Delete** the line for 730.192 and make revisions to the chart as highlighted below:

Spec No.	Material	Material only Inspection or Sampling Requirements	Additional Instructions
730.18	Retroreflective Sheeting Type I	Use if certification provided. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
730.19	Retroreflective Sheeting Type IV	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
730.191	Retroreflective Sheeting Reboundable	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.

730.192	Reflective Sheeting Type H	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
730.193	Retroreflective Sheeting Type IX	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
730.194	Retroreflective Sheeting Type XI	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
730.20	Nonreflective Sheeting	Verify type and brand name of material is on QPL at the time of use. Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.

700.00

On page 710, **Delete** the line for 732.03:

732.03	Vehicular Signal Heads, Optically Programmed, 8-inch (200 mm) Lens	Provide Manufacturer's Certification verify material meets specification requirements Inspect for conformance to dimension and condition. Document in SM.	Notify District Testing if rejecting material. If material non-performs or looks defective during use notify District Testing and OMM.
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700.00

Starting on page 686 through page 714, Section 700 Material Details, MINIMUM REQUIREMENTS FOR SAMPLING MATERIALS, **Replace** all instances of "TE-24" with "DSR".

700.00

Starting on page 686 through page 714, Section 700 Material Details, MINIMUM REQUIREMENTS FOR SAMPLING MATERIALS, **Replace** all instances of "SM" with "AWP".

700.00

On page 689, **Add** the following row after 701.13:

701.15	Portland-limestone Cement, Type IL	Verify manufacturer on Concrete Plant Batch Ticket is on Certified List for Supplement 1028 maintained by OMM. Verify material against bill of lading description. Document in AWP.	
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700.00

On page 692 **Replace** row 705.10 with the following:

705.10	Air Entraining Admixtures	Verify type and brand name of material listed on Concrete Plant Batch Ticket is on QPL at the time of use. Document in AWP.	Storage: Admixtures should be stored at concrete producer in such a manner to permit easy access for proper identification in weather resistant units. If an issue is suspected to be present with any material, collect one (1) QA sample. Minimum sample size one (1) quart.
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700.00

On page 692 **Replace** row 705.12 with the following:

705.12	Chemical Admixtures for Concrete	Verify type and brand name of material is on QPL at the time of use. Document in AWP.	Storage: Admixtures should be stored at concrete producer in such a manner to permit easy access for proper identification in weather resistant units. If an issue is suspected to be present with any material, collect one (1) QA sample. Minimum sample size one (1) quart.
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701.00

On Page 715, **Replace** the first sentence of the paragraph with the following:

Provide cements meeting 701.01, 701.02, 701.04, 701.05, 701.07, 701.09 and 701.15 and certified according to Supplement 1028; fly ash or natural pozzolan meeting 701.13 and certified according to Supplement 1026; slag cement meeting 701.11 and certified according to Supplement 1034; and micro silica meeting 701.10 and certified according to Supplement 1045, without prior sampling, testing and approval by the Department.

701.13

On Page 715, **Replace** the first paragraph with the following:

701.13 Fly Ash or Natural Pozzolan for Use in Portland Cement Concrete. Provide fly ash or natural pozzolan according to ASTM C618, Class C, F, or N, except ensure a maximum loss on ignition (LOI) of **35** percent for fly ash and 5 percent for natural pozzolan.

701.13

On Page 715, **Delete** the second paragraph:

~~Fly ash from sources certified according to Supplement 1026 and with an LOI greater than 3 percent may be approved for use by the Department if the fly ash is treated with a chemical conforming to Supplement 1115.~~

702

On page 716 **Replace** the last sentence in the first paragraph with the following:
The remaining materials may be acceptable for shipment to and immediately used in construction projects based on meeting the requirements of Department ~~TE-24~~, QPL, ~~or~~ and certified test data based on what each material requires.

702.09

On page 722 **Replace** the last sentence of Section 702.09 with the following:
Furnish materials according to the Department's QPL. Provide Certified Test Data to the Engineer for each shipment of material corresponding to the batch of material being used.

704.04

On page 749, **Add** the following new subsection:

704.04 Brick Made from Recycled Materials. Furnish brick made from recycled materials conforming to ASTM C 67, with the following modification:

4.1 Furnish materials according to the Department's QPL.

4.2.1 Furnish bricks of such size and shape as to allow their incorporation in the structure in conformance with the specified dimensions of the structure. Furnish bricks that have a rectangular cross-section with square corners. Ensure that the ends, edges, and one face are plain surfaces.

705.04

On page 749 **Add** the following paragraph after the first paragraph of Section 705.04:
Furnish materials according to the Department's QPL. Provide Certified Test Data to the Engineer for each shipment of material corresponding to the batch of material being used.

705.20.A.

On Page 752, **Replace** the table and footnote with the following:

Test Description	Specification	Requirements	Notes
Bond Strength (dry)	ASTM C882 ^[2]	2 day, Min. 1800 psi	Average of three samples ^[1]
Bond Strength after subjected to 300 cycles freeze/thaw testing	Specimens cast according to ASTM C882 should be subjected to ASTM C666 Procedure B prior to testing Bond Strength according to ASTM C882	Min. 1600 psi	Average of three samples ^[1]
Heat Deflection	ASTM D648	7 day, Min. 130 °F	
Linear Coefficient of Shrinkage	ASTM C531	% Max. 0.005	
Pullout Strength Test (dry)	See procedure below	24 hours, Min. Load 22,500 lbs	Average of three cylinders in dry condition
Pullout Strength Test (wet)	See procedure below	24 hours, Min. Load 22,500 lbs	Average of three cylinders in wet condition

[1] A total of six samples will be made under ASTM C882. Three of the specimens cast according to ASTM C882 should be subjected to ASTM C666 Procedure B prior to testing the Bond Strength according to ASTM C882.

[2] Cure according to each of the Classes specified in the product based on the requirements below:

- if the product specifies Class A, Curing Temperature to be at minimum temperature specified in the product.
- if the product specifies Class B, Curing Temperature to be at 40°F. **Note: If product is also listed as a Class A and the minimum temperature is >30 °F & < 40 °F, then cure at 50 °F.**
- if the product specifies Class C, Curing Temperature to be at maximum temperature specified in the product.

705.23.A.5.

On Page 755, **Replace** A.5. of 705.23 with the following:

5. Volatile Organic Compounds (VOC) maximum, OAC 3745-113 Coating Type

705.23.A.

On Page 755, **Replace** the second to last paragraph of the subsection with the following:

Furnish the test data, a one quart sample, and product literature, including data sheets, label and coating type, to the Office of Materials Management (OMM). OMM will determine material acceptance.

705.23.B.5.

On Page 756, **Replace** B.5. of 705.23 with the following:

5. Volatile Organic Compounds (VOC) maximum, OAC 3745-113 Coating Type

705.23.B.

On Page 756, **Replace** the second to last paragraph of the subsection with the following:

Furnish the test data, a one quart sample, and product literature, including data sheets, label and coating type, to the Office of Materials Management (OMM). OMM will determine material acceptance.

706.10

On page 789, **Replace** the entire section with the following:

706.10 Bituminous Pipe Joint Filler. Provide cold applied, mineral filled, joint sealing compound for joints of bell and spigot, or tongue and groove sewer; or drain pipe conforming to the following:

A. Composition. Provide an asbestos-free steam-refined petroleum asphalt or a refined coal tar, dissolved in a suitable solvent, and containing an appropriate stiffener.

B. General Requirement. Provide a bituminous plastic cement that has a smooth, uniform mixture, not thickened or livered, and that shows a separation easily overcome by stirring. Ensure that the material is of such consistency and properties that it is readily applied with a trowel, a putty knife, or with a caulking gun without pulling or drawing. Provide a material that when applied to metal, concrete, or vitrified clay surfaces, exhibits good adhesive and cohesive properties and has only slight shrinkage after curing. Provide a material that is not damaged by exposure to below freezing temperatures.

C. Detail Requirements. Provide materials conforming to the following requirements:

1.	When applied in a layer 1/16 to 1/8-inch (1.6 to 3.2 mm) thick on a tinned metal panel and cured at room temperature for 24 hours, the bituminous plastic cement shall set to a tough, plastic coating, free from blisters.		
		Minimum	Maximum
2.	Grease Cone Penetration (unworked, 150 grams, 25 °C, 5 sec, ASTM D217, mm/10	175	250
3.	Weight, kg/L, ASTM D6511.6 ^[i]	1.17	--
4.	Non-volatile, 10 g, 105 to 110 °C, %, ASTM D6511.7 ^[ii]	75	--
5.	Ash, by ignition, %, ASTM D6511.9 ^[iii]	25	45

Notes:

- i. Convert lb/gal to kg/L by multiplying by 0.11983
- ii. Apply in a thin layer. A crucible meeting ASTM D6511.9 may be used and applied in a thin layer to the inner wall.
- iii. Use a minimum of 3.0 grams of the sample after the non-volatile test. If a crucible is used in the non-volatile test, then the crucible and sample (mass of dry residue) can be used for this test.

Furnish materials according to the Department’s QPL.

707.65

On Page 807, **Replace** the subsection with the following:

707.65 Corrugated Polypropylene Smooth Lined Pipe. Provide smooth lined corrugated polypropylene pipe, closed profile polypropylene pipe, couplings, and fittings according to AASHTO M 330, Type S or Type D.

Provide materials from manufacturers certified according to Supplement 1066 or material supplier vendors according to Supplement 1140.

708.01

On Page 808, **Add** the following paragraph after the second paragraph:

Provide an inorganic zinc silicate primer with a maximum Volatile Organic Compounds (VOC) meeting OAC 3745-113 Coating Type.

708.02.B.1.

On Page 809, **Add** the following after 708.02.B.1.g.:

h. Volatile Organic Compounds (VOC), maximum, ASTM D 3960. meet requirements of OAC 3745-113 Coating Type.

708.02.C.1.g.

On Page 810, **Replace** 708.02.C.1.g. with the following:

g. Volatile Organic Compounds (VOC), maximum, ASTM D 3960 meet requirements of OAC 3745-113 Coating Type.

708.02.D.1.e.

On Page 810, **Replace** 708.02.D.1.e. with the following:

e. Volatile Organic Compounds (VOC), maximum, ASTM D 3960. Meet requirements of OAC 3745-113 Coating Type.

711.03

On Page 824, **Replace** 711.03 with the following:

711.03 Steel for Piling. Furnish steel for H-piling conforming to ASTM A 572 Grade 50. Furnish steel for sheet piling according to ASTM A572 Grade 50. Furnish steel for cast-in-place reinforced concrete piles conforming to ASTM A 252, Grade 2 or 3.

711.21

On Page 828, **Replace** the subsection with the following:

711.21 Preformed Bearing Pads. Furnish Type CDP (Cotton Duck Pads) or Type PEP (Plain Elastomeric Pads) as follows:

A. Type CDP. Preformed Type CDP shall be composed of multiple layers of 8-oz/yd² cotton duck impregnated and bonded with new unvulcanized natural and/or synthetic rubber compressed into resilient pads of uniform thickness. A lot shall consist of a single sheet that is continuously formed to the manufacturer's specified thickness not to exceed 2500 pounds of material. Test a minimum of two samples from a lot as follows: The samples shall be 2-in x 2-in with the full sheet thickness. Cure the test specimens for 4-hours at room temperature (70°F ± 10°F). Load each specimen in compression, perpendicular to the direction of lamination. Set the origin of deflection and compressive strain measurements at a compressive stress of 5-psi. Increase the load at a steady rate of 500-lbs/min and record deflection measurements to a maximum load of 10,000-psi. Between 30 and 60 seconds after the maximum load is released, measure the loss in thickness from the origin of deflection thickness as a percentage of the origin of deflection thickness. The lot average thickness loss at 10,000-psi shall not exceed 13%. Test specimens shall show no indications of fracture throughout the duration of the loading sequence. The lot average compressive strain of the specimens at an average compressive stress of 2000-psi shall fall between 7.5% and 17.5%. The lot average surface hardness, expressed in standard rubber hardness figures, is 90 ± 5 Shore Durometer.

Provide Certified Test Data verifying material compliance (i.e. 2000-psi compressive strain, 10,000-psi compression set and Shore Durometer averages), and include product name; manufacturer's name, address, phone number, and Certified Test Data for each thickness of Type CDP.

B. Type PEP. The elastomer compound used in the construction of these bearings shall contain only virgin crystallization resistant polychloroprene (neoprene) or virgin natural polyisoprene (natural rubber) as the raw polymer. All materials shall be new with no reclaimed material incorporated in the finished bearing. The elastomer compounds shall be low-temperature Grade 3. Perform testing of the elastomer compound at the manufacturer’s discretion with all test reports retained according to the manufacturer’s documented retention policy. The Durometer Hardness shall be 55 ± 10 in accordance with ASTM D2240 Type A.

Provide Certified Test Data verifying Shore Durometer and include product name; manufacturer’s address, phone number, and Certified Test Data for each thickness of Type PEP.

711.23

On page 828, **Replace** the section with the following:

711.23 Elastomeric Bearings. Furnish steel laminated bearings from fabricators certified according to Supplement 1081.

The fabricator or an independent laboratory approved by the Department shall perform elastomer material testing and elastomeric bearing quality control testing on a lot basis as defined in the Quality Control Plan accepted according to Supplement 1081. If the sampled material or bearing fails to meet any requirement, the Department will consider the lot to be unacceptable material according to 106.07. Provide certification of all component materials, and steel laminated bearings, according to 501.06.B.

A. Elastomer Compound. The elastomer compound used in the construction of these bearings shall contain only virgin crystallization resistant polychloroprene (neoprene) or virgin natural polyisoprene (natural rubber) as the raw polymer. All materials shall be new with no reclaimed material incorporated in the finished bearing. The elastomer compounds shall be low-temperature Grade 3. Testing of the elastomer compound shall be performed at the fabricator’s discretion with all test reports retained with certification documentation.

B. Elastomer Material Testing. Sample, test and accept elastomer to the requirements defined in Table 711.23-1. Elastomer test samples shall be taken from fabricated bearings according to ASTM D3183. All material tests shall be conducted at $73^{\circ}\text{F} \pm 3^{\circ}\text{F}$ unless otherwise noted. The Department will consider costs for additional sample test bearings as incidental to the unit bid price.

Table 711.23-1

Test Parameter		Requirement	
		Polychloroprene	Polyisoprene
1	Durometer Hardness, Points	50 ± 5 or 60 ± 5	50 ± 5 or 60 ± 5
2	Secant Shear Modulus at 50% Strain, PSI	Plan Specified $\pm 15\%$	Plan Specified $\pm 15\%$
3	Tensile Strength, Minimum PSI	2250	2250
4	Ultimate Elongation, Minimum %	400	450
5	Low Temperature Brittleness at -40°F	No Failure	No Failure

References:

1. ASTM D2240 Type A – Applies only to steel reinforced bearings designed according to AASHTO LRFD 14.7.6 (Method A)
2. ASTM D4014 Annex A1 modified per AASHTO M251 Section 8.8.4 – Applies to steel reinforced bearings designed according to AASHTO LRFD 14.7.5 (Method B) unless otherwise noted in the Plans
3. ASTM D412
4. ASTM D412
5. ASTM D746 Procedure B

C. Steel Laminates. Steel for laminates shall be according to ASTM A 709, Grade 36 or ASTM A1011 Grade 36. Minimum nominal steel laminate thickness shall be 12 Gauge (0.1046-in; +/- 0.006-in). A maximum of one, 1/4 in diameter hole will be allowed for fabrication. Blast clean steel laminates to a condition matching that of SSPC-VIS 1-01, Pictorial Standard BSP6 or CSP6, and clean steel of oil or grease before bonding. Plates shall be free of sharp edges and burrs.

D. Load Plates, Masonry Plates and Structural Shapes. Steel material for load plates, masonry plates and structural shapes shall be according to 711.01. Steel load plate surfaces in contact with structural steel flanges and masonry plate surfaces in contact with the beam seat shall not exceed an out-of-flatness value of 0.01-in. Steel load plate and masonry plate surfaces vulcanized to the elastomeric bearing shall not exceed an out-of-flatness value of 0.06-in. Blast clean steel plate surfaces vulcanized to the elastomeric bearing to a condition matching that of SSPC-VIS 1-01, Pictorial Standard BSP6 or CSP6, and clean steel of oil or grease before bonding. Steel fabrication shall be in accordance with 513. When welding to plates vulcanized to elastomeric bearings, control welding according to 516.07. Coat plates according to 516.03.

E. Steel Laminated Bearings. Cast bearings with steel laminates as a unit in a mold. Bond and vulcanize bearings under heat and pressure. The molds shall have standard shop practice mold finish. Load plates and masonry plates in contact with the elastomeric bearing shall be hot bonded to the bearing during vulcanization. Bearings with steel laminates that are designed to act as a single unit shall be manufactured as a single unit. Only at locations where steel laminate alignment devices produce grooves or indentions on the exterior surface, repair the surface with a vulcanized patch or by a silicon caulk conforming to Federal Specifications TT-S-001543A or approved equal. Vulcanized patches shall not be larger than the size of the surface indentation or groove plus 1/2-in.

Flash tolerance, finish, and appearance of bearings shall meet the requirements of the latest edition of the Rubber Handbook as published by The Association for Rubber Products Manufacturers (ARPM).

F. Quality Control.

1. Short-term Load Test. Perform a short-term load test on every steel reinforced bearing delivered to the project. All test apparatus shall be calibrated annually in accordance with ASTM E4. The Quality Control Plan shall include the method for obtaining the applied load. The short-term load test consists of applying a minimum compressive load equal to 1.5 times the unfactored dead plus live load specified in the Plans. The load shall be held for 5-min, removed, and reapplied for a second period of 5-min. The bearing shall be visually examined during the second load application. Bearings exhibiting three or more separate surface cracks greater than 1/16-in wide or a single crack greater than 3/16-in deep or wider than 1/4-in are unacceptable material according to 106.07. Bearings exhibiting bulging patterns implying out-of-tolerance cover or layer thickness or bulges spanning two or more layers is unacceptable material according to 106.07.

Documentation for Short-term Load Test:

a) For Bearings Designed according to AASHTO LRFD 14.7.6 (Method A) – During second load application, document maximum applied bearing load for each load application. Document the visual examination with reference to any cracks and statement the bulging is not exhibiting out of tolerance cover or layer thickness or bulges spanning two or more layers. Document final test result as pass or fail.

b) For Bearings Designed according to AASHTO LRFD 14.7.5 (Method B) – During second load application, document all four sides of the loaded bearing with digital color photographs at a minimum image resolution of 300-dpi. Every photograph shall include a 6-in minimum length black and white imperial rule scale with 1/8-in markings. It is the responsibility of the user to establish appropriate safety and health practices. Certified Test Data for the short-term load

test shall include date of test; load versus time graphs with 15 second maximum intervals; maximum applied bearing load for each load application; photographs; and test result (i.e. Pass or Fail).

2. Tolerances. Tolerances for furnished plain and steel laminated bearings shall be in accordance with Table 711.23-2. The minimum elastomer cover thickness over a steel laminate shall be 0.125-in. Bearings with any tolerance outside the specified limits are unacceptable material according to 106.07.

Table 711.23-2

Description	Tolerance
Bearing length & width	-0.000", +0.250"
Bearing design thickness	-0.000", +0.125"
Individual layer thickness – at any location	-0.125", +0.125"
Laminate cover thickness	-0.000", +0.125"
Parallelism – top & bottom surfaces	±0.005 Radians
Parallelism - sides	±0.020 Radians
Load plate thickness	-0.0625", +0.0625"
Load plate length & width	-0.250", +0.250"
Load plate bevel	±0.002 Radians
Load plate position	-0.125", +0.125"

G. Marking. Using indelible ink or flexible paint at a location on the bearing that is clearly visible with the supported structure in its erected position, mark each bearing delivered to the project with a unique alphanumeric designation and identify the up-station direction. Each bearing’s unique designation shall be included in the packing list for every delivered bearing.

The following marking information shall also be included on the top surface of every delivered bearing: project number, bridge number, substructure designation, beam line designation and heat number (if applicable).

711.29

On page 831, In the fifth line of the Physical Properties table **Replace** 200 psi with 2000 psi:

Tensile strength (machine direction) ASTM D 882 Modified ^[1]	275 lb/in (48.1 N/mm) 2000 psi (13.8 MPa)
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712.09

On page 834, **Replace** the first paragraph of 712.09 with the following:

712.09 Geotextile Fabrics. Furnish fabric composed of strong rot-proof polymeric fibers formed into a woven or non-woven fabric. Products must be tested by the ~~National Transportation Product Evaluation Program (NTPEP)~~AASHTO Product Evaluation and Audit Solutions process. The Department will determine acceptance of Type A, B, C and D fabric according to data obtained in the most current ~~NTPEP~~ AASHTO Product Evaluation and Audit Solutions report – Laboratory Results of Evaluations on Geotextiles and Geosynthetics. The ~~NTPEP~~ AASHTO Product Evaluation and Audit Solutions testing results must meet or exceed the requirements listed in Table 712.09-1. For all tests except Ultraviolet Exposure, the products Minimum Average Roll Values (MARV), as published in the ~~NTPEP~~ AASHTO Product Evaluation and Audit Solutions report, must also meet or exceed the requirements listed in the table. If no MARV value is published in the ~~NTPEP~~ AASHTO Product Evaluation and Audit Solutions report, the manufacturer must submit to the Department certified test data showing the MARV values for the product will meet or exceed the requirements listed in Table 712.09-1.

712.09

On page 834, **Delete** the second paragraph of 712.09.

~~For Type E material, supply fabric conforming to the requirements of AASHTO M288, Section 10, Table 8. The Department will accept Type E material based on certified test data.~~

712.09

On page 835, **Replace** Table 712.09-1 with the following, and **Delete** Note 1 in its entirety:

TABLE 712.09-1Property	Test Method	Required Value
Type A: Underdrains and Slope Drains		
Minimum tensile strength	ASTM D 4632	80 lb
Minimum puncture strength	ASTM D 6241	140 lb
Minimum tear strength	ASTM D 4533	25 lb
Apparent opening size	ASTM D 4751	
Soil Type-1: Soils with 50% or less passing No. 200 (75 µm) sieve		AOS ≤ 0.6 mm
Soil Type-2: Soils with 50 to 85% passing No. 200 (75 µm) sieve		AOS ≤ 0.3 mm
Minimum permittivity	ASTM D 4491	0.5 sec ⁻¹
Type B: Filter Blankets for Rock Channel Protection		
Minimum tensile strength	ASTM D 4632	200 lb
Minimum elongation	ASTM D 4632	15%
Minimum puncture strength	ASTM D 6241	440 lb
Minimum tear strength	ASTM D 4533	50 lb
Apparent opening size	ASTM D 4751	AOS ≤ 0.6 mm
Minimum permittivity	ASTM D 4491	0.2 sec ⁻¹
Type C: Sediment Fences		
Minimum tensile strength	ASTM D 4632	120 lb
Maximum elongation	ASTM D 4632	50%
Minimum puncture strength	ASTM D 6241	275 lb
Minimum tear strength	ASTM D 4533	40 lb
Apparent opening size	ASTM D 4751	AOS ≤ 0.84 mm
Minimum permittivity	ASTM D 4491	0.01 sec ⁻¹
Ultraviolet exposure strength retention ^[2]	ASTM D 4355	70%
Type D: Subgrade-Base Separation or Stabilization		
Minimum tensile strength	ASTM D 4632	180 lb
Maximum elongation	ASTM D 4632	50%
Minimum puncture strength	ASTM D 6241	385 lb
Minimum tear strength	ASTM D 4533	70 lb
Apparent opening size	ASTM D 4751	Same as Type A
Minimum permittivity	ASTM D 4491	0.05 sec ⁻¹

[2] Provide certified test data to the Department. Include strength retention data at 0, 150, 300, and 500 hours

720.01

On page 842, **Revise** the first three paragraphs of this section as follows:

For bridge parapet bracket or bridge rail bracket, furnish rectangular reflectors that are a minimum size of 3 × 6 inches (75 × 150 mm) and that consist of Type XI retroreflective sheeting according to 730.194 adhered to an aluminum plate. Furnish white, yellow, or red reflectors as specified. Furnish aluminum plate for reflectors according to ASTM B 209 (B 209M), 6061-T6 with a minimum thickness of 0.060 inch (1.5 mm).

For ground mounted delineators, furnish rectangular Reboundable retroreflective sheeting according to 730.191 that is a minimum size of 3 × 6 inches (75 × 150 mm) adhered to a flexible post. Furnish white, yellow or red reflectors as specified.

For surface mounted delineators, furnish a 3-inch (75 mm) wide band of Reboundable retroreflective sheeting according to 730.191 adhered completely around a flexible post. Furnish white or yellow reflectors as specified.

721.03

On page 843, **Revise** the first sentence of this section as follows:

Furnish casting adhesives that conform to Supplement 1062.06 - Raised Pavement Marker Casting Adhesive Acceptance Procedure.

725.06

On page 844, **Add** the following sentence to the end of the first paragraph:

Ensure that the pull box lid has no concave areas that hold water; any lid with concave area(s) totaling more than 4 square inches will not be accepted by the Department.

725.19.I.

On page 854, **Replace** the paragraph with the following:

I. Circuit Breakers. Ensure that circuit breaker assemblies for lighting control circuits are 100% rated for capable of full (24 hours per day) continuous (over 3 hours) operation by the manufacturer and labeled so, with a pre-defined minimum enclosure size, and housed in an enclosure sufficient to achieve the 100% rating. Install standard (80%) breakers, except use 100% rated breakers if nuisance tripping occurs and no higher nominal current is available, or when they are specified by Plan Note.

726.01

On page 860, **Revise** the second sentence of the Type 1 section as follows:

Ensure that the minimum retroreflective surface area of the reflector is 7 square inches (4400 mm²).

726.01

On page 861, **Revise** the last sentence of the Type 2 section as follows:

One or both sides shall be covered with a minimum 4.5 × 5 inches (112.5 × 125 mm) of Type XI retroreflective sheeting.

726.01

On page 861, **Revise** the last sentence of the Type 3 section as follows:

One or both sides shall be covered with a minimum 4.5 × 5 inches (112.5 × 125 mm) of Type XI retroreflective sheeting.

726.01

On page 861, **Revise** the last sentence of the second paragraph Type 4 section as follows:

One or both sides of the reflector plate shall be covered with a minimum 5.0 x 6.0 inches of Type XI retroreflective sheeting.

726.01

On page 861, **Revise** the second paragraph of the Type 5 section as follows:

The retroreflective plate shall have a minimum size of 6.50"x4.25" inches. One or both side of the retroreflective plate shall be covered with a minimum of 26.0 square inches XI retroreflective sheeting.

726.01

On page 861, **Revise** the second sentence of the Type 6 section as follows:

Products will have a minimum of 22.5 square inches of Type XI retroreflective sheeting visible to drivers traveling in both directions.

730.017

On page 863, **Add** the following to the end of the subsection:

730.017 Wooden Box Beams. Furnish wooden box beams fabricated from 1/10 or 1/8 inch (2.54 or 3.18 mm) thick laminated veneers with the grain oriented parallel to the length of the finished beam and the veneers glued together in a continuous process with lap or scarf joints connecting successive veneers in each layer staggered throughout the thickness of the beam. A 45 degree miter shall be used for the corner joints. The adhesive used shall be a phenol-formaldehyde which conforms to ASTM D2559. The beams shall be pressure treated with a preservative meeting AWWA Standard U1, Commodity Specification F: Composite Materials.

Furnish certified material according to Supplement 1072.

730.18

On page 865, **Revise** the section as follows:

730.18 Retroreflective Sheeting Type I. Furnish Type I retroreflective sheeting according to ASTM D 4956, Type I, including supplemental requirement S1.

730.19

On page 865, **Revise** the first sentence of the section as follows:

730.19 Retroreflective Sheeting Type IV. Furnish Type IV retroreflective sheeting of micropismatic construction according to Supplement 1049, and according to ASTM D 4956, Type IV, including supplemental requirement S1.

730.191

On page 865, **Revise** the first paragraph of the section as follows:

730.191 Retroreflective Sheeting Reboundable. Furnish Reboundable retroreflective sheeting according to Supplement 1049, and according to ASTM D 4956, Type III, IV, or VIII including supplemental requirements S1 and S2, with watermarks or other identification marks inconspicuously incorporated into the face of the sheeting on a repeating pattern if necessary to distinguish the sheeting from other similarly appearing sheetings.

730.192

On page 865, **Delete** the section.

730.193

On page 865, **Revise** the first paragraph of the section as follows:

730.193 Retroreflective Sheeting Type IX. Furnish Type IX retroreflective sheeting according to Supplement 1049, and according to ASTM D 4956, Type IX, including supplemental requirements S1.

730.194

On page 865, **Add** the new section as follows:

730.194 Retroreflective Sheeting Type XI. Furnish Type XI retroreflective sheeting according to Supplement 1049, and according to ASTM D 4956, Type XI, including supplemental requirements S1.

Furnish materials according to the Department's QPL.

730.22

On page 866, **Add** the following sentence to the end of the paragraph:

For all flat sheet signs and after all ink has fully cured, provide a clear UV overlamine protectant film applied to the entire sign surface, sticker surface, or both that the manufacturer of the reflective sheeting guarantees according to Supplement 1049.

732.11

On page 877, **Add** the following to the end of the first paragraph:

Any support that differs from the ODOT Standard Construction Drawings for Traffic Supports shall include the word "NON_STANDARD" on the pole tag; examples of non-standard As-Per-Plan supports are those with aesthetic elements such as haunched arms, fluting, and clamp-on arms. Attach two Pole Identification Tags to supports with clamshell bases: one on the pole shaft near the base plate and another above the clamshell.

732.22

On page 881, **Revise** the eighth, tenth and eleventh sentences of the section as follows:

A 2-inch (50 mm) wide continuous outside border of fluorescent yellow retroreflective sheeting shall be applied to the front of the backplate.

Retroreflective sheeting shall be Type XI.

Prepare backplate surfaces in accordance with 630.04 prior to applying the retroreflective material.

732.22

On page 881, **Add** the following to the end of the section:

732.22 Backplates. Furnish louvered backplates constructed of wrought sheet aluminum, according to ASTM B 209 (B 209M), 6061-T6, 0.050 inch (1.3 mm) minimum thickness. Louvers shall be at least 8 percent of the total backplate area. Backplate base metal shall be anodized to maximize paint adhesion according to Mil-A-8625, Type II or Type I. Furnish backplates painted on both sides with at least two coats of flat black alkyd enamel paint or polyester powder coat (no epoxy) closely matching FED-STD-595b-37038. Furnish a backplate that extends 5 inches (125 mm) beyond the outside of the signal assembly on all sides. The overall outside shape of the installed backplate shall be rectangular. The backplate shall allow no gaps between the backplate and the signal head or between signal sections. A 2-inch (50 mm) wide continuous outside border of fluorescent yellow retroreflective sheeting shall be applied to the front of the backplate. Border shall not be applied over the louvers. Retroreflective sheeting shall be Type XI. Prepare backplate surfaces in accordance with 630.04 prior to applying the retroreflective material. All assembly and mounting hardware shall be stainless steel conforming to 730.10. If used, machine nuts shall be thread-deforming or nylon locknuts. Rivets shall not be used for mounting the backplate to the signal head. A minimum of four mounting points shall be used on each signal section for attaching the backplate. Furnish all mounting hardware.

Provide backplates conforming to SS916.

740.05

On page 907, **Add** the new section as follows:

D. Type A4 Material. Furnish Type A4 material conforming to ASTM D 4505, Level 1, Classes 2 or 3, skid resistance level A, and that have a minimum thickness at the thinnest portion of the cross-section of not less than 0.020 inch (0.50 mm), including any pre-coated adhesive layer. Furnish material to meet minimum initial wet retro reflectance values for wet conditions in accordance with Table 740.05.D-1.

**Table 740.05.D-1
Minimum Initial Retroreflective Values for Wet Conditions**

ASTM Testing Condition	Color	
	White	Yellow
Wet Recovery (ASTM E 2177)	250	200
Wet Continuous (ASTM E 2832)	100	75

Prequalify materials according to Supplement 1047. Furnish materials according to the Department’s Approved List.

740.09.C

On page 910, **Revise** the section as follows:

C. Type C. Furnish Type C glass beads for thermoplastic material conforming to Supplement 1008 and meeting the following specification.

Ensure that the glass beads have the following gradation when tested according to Supplement 1008.

Sieve Size	Percent Retained
No. 16 (1.18 mm)	3 maximum
No. 20 (850 µm)	5 to 20
No. 40 (425 µm)	65 to 95
No. 50 (300 µm)	0 to 5

Reflective Media: Ensure that the glass beads are smooth, clear, free from any air inclusions, and scratches that might affect their functions as a retro-reflective media, and that have the characteristics listed below.

Roundness (Percent by Weight): Ensure that not more than 20 percent of the glass beads are irregular or fused spheroids and that at least 80 percent of the beads are true beads.

Index of Refraction: Ensure that the refractive index of the beads is a minimum of 1.50 as determined by the liquid immersion method at 77 °F (25 °C). Ensure that the silica content of glass beads is not less than 60 percent.

Coating (Drop-on Beads Only): Furnish glass beads that, at a minimum, have a moisture-proof coating to enhance its embedment in the applied binder film. Ensure that the beads show no tendency to absorb moisture in storage and remain free of clusters and lumps. Ensure that they flow freely from the dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations.

Determine the moisture-resistance of the glass beads based on AASHTO T 346 section 9.

Ensure the glass bead packaging is clearly marked “THERMO”

Use materials certified according to Supplement 1089. Furnish materials according to the Department's Approved List.

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION 832
TEMPORARY SEDIMENT AND EROSION CONTROL**

July 21, 2023

- 832.01 Description**
- 832.02 Definitions**
- 832.03 SCD References**
- 832.04 Requirements and Provisions**
- 832.05 Locate and Furnish BMP**
- 832.06 Temporary Access Fills (Causeway and Access Fills).**
- 832.07 Temporary Access Fills Construction**
- 832.08 Maintenance**
- 832.09 Storm Water Pollution Prevention Plan**
- 832.10 SWPPP Acceptance**
- 832.11 Inspections and SWPPP Updates**
- 832.12 Compensation**
- 832.13 Method of Measurement**
- 832.14 Basis of Payment**

832.01 Description. This work consists of locating, furnishing, installing, and maintaining temporary sediment and erosion control Best Management Practices (BMP) for earth disturbing activity areas, developing a Storm Water Pollution Prevention Plan (SWPPP), performing Storm Water Pollution Prevention Inspections, filing a Co-Permittee form as required. Furnish a SWPPP if required prior to any earth disturbing activity. Furnish and install temporary sediment and erosion control BMPs in compliance with all National Pollutant Discharge Elimination System (NPDES) and surface water permits. Amend the SWPPP in accordance with the Ohio Environmental Protection Agency (Ohio EPA) General Construction Stormwater NPDES Permit. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, adhere to the more restrictive laws, rules, or regulations.

832.02 Definitions

Alternative BMP. Temporary structural BMP recommended for use by the SWPPP Designer when traditional BMP listed in Appendix F are determined to be “not-appropriate” based on design considerations listed in 832.05. Alternative BMP selected by the SWPPP Designer must be compliant with the OEPA NPDES Permit and be accepted for use by the Engineer.

BMP. Temporary structural sediment and erosion control best management practices designed and installed by methods compliant with the Ohio EPA NPDES Permit (Appendix E of this specification Part III. G. 2.), by this specification and location shown on the SWPPP.

C&MS. Construction and Material Specifications of the Ohio Department of Transportation dated as shown on the plans.

CECI. Contractor's Erosion Control Inspector. Must have active CESSWI or CPESC certification.

CESSWI. Certified Erosion, Sediment, and Storm Water Inspector sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at www.cesswi.org.

CPESC. Certified Professional in Erosion and Sediment Control as sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at www.cpesc.net.

Co-Permittee. A requirement of OEPA NPDES Permit (Appendix E of this specification, Part I. F. Notice of Intent Requirements).

EDA. Earth Disturbing Activity is any activity that exposes bare ground or an erodible material to storm water, including any "Disturbance" as defined in OEPA NPDES Permit, Part VII, Definition H.

Contractor EDA. Any EDA that is not shown on the plans as part of the project. EDA not shown on the plans and occurring within the project limits is also Contractor EDA.

Project EDA. Any EDA that is shown on the plans as part of the project.

Total EDA. Combined Project EDA and Contractor EDA.

EPA. Environmental Protection Agency.

Isolated Wetland Permit. OEPA permit allowing the discharge of fill material into an isolated wetland.

NOI. Notice of Intent.

NOT. Notice of Termination.

NPDES. National Pollutant Discharge Elimination System.

OEPA. Ohio Environmental Protection Agency.

OEPA NPDES Permit. OEPA Storm Water Construction General Permit (OHC000006) Appendix E of this specification.

OES. Office of Environmental Services-ODOT.

OHWM. The line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas or defined in accordance with the most current version of 33 CFR 328.

Operator. As defined in OEPA NPDES Permit (Appendix E of this specification, Part VII. Definitions, Q.)

OWPCA. Ohio Water Pollution Control Act (Ohio Revised Code 6111.01 et seq.).

Post-Construction BMP. Permanent water quality or water quantity best management practices required by the EPA/OEPA NPDES Permit.

PCN. Pre-Construction Notification for 404 permit.

SCD. Standard Construction Drawing.

SWPPP. Storm Water Pollution Prevention Plan.

SWPPP Designer. The Ohio licensed Professional Engineer that also maintains a current CPESC certification who developed the Storm Water Pollution Prevention Plan.

SWPPPTrack. Software subscription service version SWPPPTrack LTIS OH developed and provided by Storm Water Simplified Ltd. for use on construction projects that require coverage under the OEPA NPDES Permit.

USACE. United States Army Corps of Engineers.

404 Permit. USACE permit authorizing discharge of fill material into Waters of the US, per Section 404 of the Clean Water Act.

401 Water Quality Certification (401 WQC). OEPA permit authorizing discharge of fill material, per Section 401 of the Clean Water Act.

Waters of the United States. Defined in Code of Federal Regulations, 33 CFR Part 328.

832.03 SCD References. Construct the following features according to the SCDs as listed on the plan title sheet.

Construction Fence	DM-4.3
Dikes	DM-4.3
Filter Fabric Ditch Check	DM-4.4
Inlet Protection.....	DM-4.4
Perimeter Filter Fabric Fence	DM-4.4
Rock Channel Protection Type C or D with/without Filter	DM-4.3/4.4
Sediment Basins and Dams	DM-4.3
Slope Drains.....	DM-4.3
Construction Entrance (Type 1 Driveway).....	BP 4.1

832.04 Requirements and Provisions. Furnish a SWPPP meeting all the requirements of this specification and that maintains compliance with OEPA NPDES Permit (See Appendix E), related rules, specifications, SCD, and permits. The Department will furnish the Contractor a copy of the NOI and the OEPA approval letter at or before the Pre-Construction meeting.

Locate, furnish, install, and maintain temporary sediment and erosion control Best Management Practices (BMP) that maintain compliance with the OEPA NPDES Permit, Clean Water Act (33 USC Section 1251 et seq.), the OWPCA, the 404 permit, the 401 WQC, the Isolated Wetland Permit, local government agency requirements, specifications, SCD, and other related rules and permits.

File a Co-Permittee form when the project requires a Notice of Intent (NOI) to the OEPA. Information about electronic filing of the Co-Permittee notice can be found at [STREAMSGuide\(ConstSWMS4-copermit\).pdf \(ohio.gov\)](#) Submit a copy of the Contractor's OEPA Co-Permittee approval notice or a copy of the submitted application to the Engineer at or before the Pre-Construction meeting.

The following provisions survive the completion and/or termination of the contract.

Provision 1. If a governmental agency or a local governmental authority finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, full responsibility is borne by the Contractor to make all corrections.

Provision 2. If a governmental agency or a local governmental authority furnishes an assessment, damage judgment or finding, fine, penalty, or expense for a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor will reimburse the Department within 10 Calendar Days of the amount for any of the above. The Department may withhold the amount of money requested for the above from the Contractor's next pay estimate and deliver that sum to the governmental agency or local governmental authority issuing the assessment, damage judgment or finding, fine, penalty or expense.

Provision 3. The Contractor agrees to indemnify and hold harmless the Department, and will reimburse the Department for any assessments, damage judgment or finding, fine, penalty, or expense as a result of the failure of performing this portion of the Contract. The Department may withhold the amount of any assessments, damage judgment or finding, fine, penalty or expense from the Contractor's next pay estimate.

Provision 4. If a governmental agency or a local governmental authority furnishes a stop work order for any of the following: a violation of the above noted requirements; BMP are incomplete; SWPPP is incomplete; implementation of the SWPPP is not being performed correctly or completely, the Department will find the Contractor in default.

Provision 5. If the Department or any government regulatory agency finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor shall correct and mitigate the conditions within 48 hours of notification by the Department or regulatory agency. Failure to correct non-compliant site conditions may result in the Department suspending work for the entire project until the corrections are performed. Repeated non-compliance with the SWPPP or failure to regularly update the SWPPP as needed to match the site conditions may result in removal of the Contractor's Superintendent in accordance with C&MS 108.05.

EDA Requirements. Furnish appropriate BMP for all EDA. Unless otherwise indicated, BMP will be compensated provided that the BMP are designed, installed and maintained appropriately. For projects that do not require a SWPPP as indicated in the table below, furnish a written plan for acceptance by the Engineer that identifies the location, extent and purpose of the BMP proposed. Compensation will not be provided for the written plan.

An estimated amount is established in the proposal for BMP to be used for project EDA and estimated Contractor EDA as outlined below:

Scenarios for Routine Maintenance Projects (as identified on the Plan Title Sheet)			
Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	1 ≤ EDA < 5
EDA = 0	A	B	C
0 < EDA < 5	B	B	C

Scenarios for Non-Routine Maintenance Projects			
Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	EDA ≥ 1
EDA = 0	A	B	D
0 < EDA < 1	E	^[2]	F
EDA ≥ 1	F	F	F

- [1] If the actual Contractor EDA in the SWPPP exceeds the estimated Contractor EDA on the Title Sheet resulting in a Total EDA > 1 acre (0.4 ha), use Scenario D.
- [2] If project EDA and estimated Contractor EDA are less than 1 acre (0.4 ha), use Scenario E. If Project EDA and Estimated Contractor EDA are greater than 1 acre (0.4 ha), use Scenario F. If the actual Contractor EDA exceeds the estimated Contractor EDA and results in the Total EDA exceeding 1 acre (0.4 ha), use Scenario D.

Scenario A:	No requirements for SWPPP, NOI and NOT. Furnish written to plan Engineer.
Scenario B:	Provide BMP for Contractor EDA. No SWPPP, NOI or NOT are required. BMP used for Contractor EDA will not be compensated. Furnish written plan to Engineer.
Scenario C:	Furnish a BMP, SWPPP, NOI, and NOT for Contractor EDA only. BMP used for Contractor EDA, SWPPP, NOI and NOT will not be compensated.
Scenario D:	Furnish a NOI, SWPPP with BMP, and a NOT for all EDA areas. The NOI, SWPPP, BMP, and the NOT will not be compensated.
Scenario E:	Furnish BMP for all EDA. No SWPPP, NOI or NOT are required. BMP used for the Project EDA will be compensated. Furnish written plan to Engineer.
Scenario F:	Furnish a SWPPP with BMP for all EDA areas and file a Co-Permittee form. The SWPPP and these BMP will be compensated. The Department will furnish a NOI and NOT.

832.05 Locate and Furnish BMP. Locate and furnish the BMP in accordance with the OEPA NPDES Permit requirements and the Accepted SWPPP.

The Contractor's SWPPP Designer is responsible for selecting appropriate BMP that are designed in compliance with the OEPA NPDES Permit. SWPPP Designers shall utilize BMP listed in Appendix F as the first option when selecting BMP. If the SWPPP designer determines that the BMP listed in Appendix F are not appropriate based on design limitations, constructability constraints or if the BMP may cause a safety hazard, the Department may accept other materials (Alternative BMP) recommended by the SWPPP Designer. Provide design criteria supporting the selection of Alternative BMP on the SWPPP. Utilize cost effective Alternative BMP that meet each location's design requirements.

All Alternative BMP must be evaluated through the Office of Materials Management New Product Development Standard Procedure 515-001(SP) Appendix 2 and be accepted by the Office of Construction Administration prior to being used on ODOT projects. The Department may reject any Alternative BMP determined to be inappropriate, cost excessive or not effective based on the opinion of ODOT's Office of Construction Administration.

ODOT's Office of Construction Administration maintains compensation rates for commonly used and accepted Alternative BMP. For all other Alternative BMP accepted by the Engineer, the Department will compensate the Contractor at agreed unit prices based on material cost, labor and equipment costs as outlined in C&MS 109.05 B.

Furnish filter fabric ditch checks, inlet protection, perimeter filter fabric fence, sediment basins and dams, dikes, slope drains, construction entrances, erosion control mat and rock channel protection materials as specified on the SCD.

Post-Construction BMP as defined in 832.02 are not temporary erosion control features. Construction requirements and compensation for Post-Construction BMP are detailed in the project plans. Provide protective measures that ensure sediment, debris, and any contamination will not enter the Post-Construction BMP.

A. Sediment Controls. Install sediment controls immediately prior to earth disturbing activities. Ensure that ponding of water from sediment controls will not damage property or threaten human health or safety. All stormwater from disturbed areas is required to pass through a sediment control prior to being discharged from the project. Remove sediment controls when their tributary areas have been stabilized with at least 70% permanent vegetation.

1. Perimeter Filter Fabric Fence. Provide perimeter filter fabric fence to pond stormwater and trap sediment from sheet flow runoff. Use perimeter filter fabric fence as prescribed in the OEPA NPDES Permit.

2. Inlet Protection. Provide inlet protection on storm sewer inlets to pond stormwater and trap sediment from entering the storm system. Install inlet protection for new inlets once the inlet has potential to accept runoff. Utilize BMP that are capable of bypassing high flow events to avoid flooding of public streets or private properties.

3. Curb Inlet Protection. Utilize Alternative BMP for Curb Inlet Protection in accordance with this Section and 832.10 SWPPP Acceptance. Provide curb inlet protection on storm sewer inlets to pond stormwater and trap sediment from entering the storm system. Install inlet protection for new inlets once the inlet has potential to accept runoff. Utilize BMP that are capable of bypassing high flow events to avoid flooding of public streets or private properties. Use

accepted below grade inlet protection products as Alternative BMP when ponding water onto public streets may cause hazardous conditions or snow and ice equipment may damage the BMP.

4. Excavated Drop Inlet Protection. Provide excavated drop inlets as appropriate for phased construction. Construct per the Ohio Rainwater and Land Development manual with weep holes and #57 gravel filter. Provide stormwater ponding storage at 135 CY per acre of tributary drainage area. Do not use this control next to open traffic without a traffic control barrier.

5. Sediment Trap/Dam. Provide sediment traps/dams where feasible to intercept and treat concentrated runoff from tributary areas of 5 acres or less. Sediment traps/dams contain a dewatering zone, sediment storage zone and a rock filter outlet. Design the sediment trap/dam to meet the requirements of the OEPA NPDES Permit.

6. Sediment Basin. Provide sediment basins where feasible to intercept and treat concentrated runoff from tributary areas of 5 acres or more. Sediment basins contain a dewatering zone, sediment storage zone and a designed outlet with surface dewatering device. Design the sediment basin to meet the requirements of the OEPA NPDES Permit. Sediment traps/dams may be used to treat runoff from tributary areas of 5 acres or less.

7. Filter Fabric Ditch Check. Provide filter fabric ditch checks where feasible to intercept and treat concentrated runoff from tributary areas of 2 acres or less. Filter fabric ditch checks contain geotextile fabric with stone backing (or straw bales only when allowed by the Engineer per SCD DM-4.4). Use this control only when sediment traps/dams are impractical or may cause safety hazards. A maximum of two filter fabric ditch checks may be placed in series for a maximum treatment area up to 4 acres.

B. Erosion Controls. Install erosion controls concurrent with the work areas to protect against surface erosion and sediment loss. Erosion controls are not intended to remove sediment suspended in stormwater. All stormwater discharges from erosion controls are required to be directed to an appropriate sediment control.

1. Construction Seed and Mulch. Furnish commercial fertilizer, seed, and mulch materials conforming to C&MS 659. Apply seed and straw mulch materials according to C&MS 659 as modified below.

Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). This BMP may only be installed after March 15 and before October 15. Use wood fiber or compost mulch only with concurrence of the Department. Fertilize construction seeding areas at one-half the application rate specified in C&MS 659. If project conditions prevent fertilizing the soil, then the fertilizing requirements of C&MS 659 may be waived. Do not place construction seed or fertilizer on frozen ground. Apply seed and mulch for this BMP at the rates shown below.:

Seed Mixture	Number of Bales
Annual Ryegrass 2 lb./1000 ft ² (10 kg/1000 m ²)	2 / 1000 ft ² (0.01 ha)

2. Winter Seed and Mulch. Apply seed and straw mulch materials according to C&MS 659 as modified below. Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). Winter Seed and Mulch is required for EDA operations occurring between October 15 and

March 15 and can only be installed during that time. When straw mulch is used in this BMP, it is required to be crimped in place. Crimped mulch is required to be anchored into the soil surface with a mechanical crimping implement or other suitable implement accepted by the Engineer. Bonded Fiber Matrix (BFM) may be used instead of straw mulch. BFM product and application rates should be selected to ensure extended periods of stabilization protection during winter months. Select BFM or alternative mulch products with an expected functional longevity of 6 months or more. Provide maintenance of the BMP throughout the winter seed and mulch period. Utilize slope drains, stormwater diversions or other erosion control BMP with winter seed and mulch to provide appropriate protection of the winter seed and mulch areas. The Department will not compensate for repairs or reapplication of winter seed and mulch resulting from inappropriate application or failure to appropriately protect the winter seed and mulch areas. The use of other seed and/or mulch materials in this time period requires specific Department approval. The use of winter seeding and mulching is not an acceptable practice for protecting the subgrade surface where pavement is anticipated.

Seed Mixture	Number of Bales
Fawn Tall Fescue 3.0 lb./1000 ft ² (15 kg/1000 m ²) and Annual Ryegrass 2 lb./1000 ft ² (10 kg/1000 m ²)	2 / 1000 ft ² (0.01 ha)

3. Construction Mulch. Construction Mulch is the application of straw mulch applied directly to the disturbed soil surface. Use straw according to C&MS 659. C&MS 659 wood fiber or compost mulch may only be used with concurrence of the Department. Apply Construction Mulch to areas that require temporary stabilization and where temporary vegetation is not considered desirable. Use a mechanical crimping implement or other suitable implement accepted by the Engineer when installing Construction Mulch on exposed subgrade. Apply Construction Mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²).

4. Slope Drain. Provide slope drains to temporarily convey stormwater and protect cut and fill slopes from surface erosion. Use earthen dikes/berms to direct stormwater to the slope drains. Design the slope drains to adequately convey stormwater for a 10-year storm event where practicable.

5. Earthen Dike/Berm. Provide earthen dikes/berms to temporarily divert and convey stormwater. Construct earthen dikes/berms prior to cut slope construction and concurrently with fill slope construction.

6. Construction Entrance. Furnish Construction Entrance materials conforming to C&MS 712.09 Type D Filter Blankets for Rock Channel Protection and C&MS 703.01, Size Number 1 and 2, CCS aggregate. Furnish Construction Entrance protection at the locations shown on the SWPPP and as required below:

- a. At locations where construction vehicles enter or leave EDA areas.
- b. At all points of egress to public roads.
- c. At all access locations where runoff from the construction access road is not protected by sediment controls.

Provide the appropriate size culvert as needed to prevent water from flowing onto paved surfaces and from overtopping the construction entrance surface. Identify the culvert size on the SWPPP. Install a maximum of three Construction Entrances per mile along the length of the project. The length of the project is the plan length along the project's longest axis. Additional construction entrances in excess of the maximum require acceptance from the Engineer.

Provide a configuration consisting of 6 inches of aggregate over geotextile fabric. Provide geometry according to a Type 1 Driveway as shown in the SCD. Provide a minimum 10 foot width and length measuring a minimum of 150 feet and not exceeding 200 feet from edge of pavement.

Construction Entrance removal includes the appropriate disposal of geotextile fabric and pipe. Aggregate may be incorporated into embankment work in accordance with C&MS 203 when approved by the Engineer.

7. Rock Ditch Check. Provide rock ditch checks in open channel conveyances for velocity control and to protect against surface erosion of the channel. Install rock ditch checks concurrently with channel grading. Remove rock ditch checks once 70% permanent vegetation has established in the channel.

8. Rock Channel Protection. Provide rock channel protection without fabric for rock ditch checks. Provide rock channel protection with fabric for all other BMP. Provide rock channel protection as recommend by the SWPPP Designer and accepted by the Engineer for other applications to prevent surface erosion.

9. Temporary Stabilization Matting. Provide temporary matting on permanent slopes and permanent open channel conveyances for temporary stabilization and for the establishment of permanent vegetation. Provide temporary matting per C&MS 671. Install temporary matting on slopes and open channel conveyances after final surface preparation within timeframes listed in the OEPA NPDES Permit for permanent stabilization.

C. Aquatic and Environmental Resource Protection. Provide construction fence for demarcation of aquatic and environmental resources when shown on the SWPPP and accepted by the Engineer. Alternative types of demarcation may be allowed when accepted by the Engineer. Provide appropriate sediment and erosion control protection to all environmental and aquatic resources on and, adjacent to the project. Aquatic and environmental resource protection may include diverting project water flow using dikes and slope protection and using sediment controls to intercept project runoff. The Contractor may use a combination of BMP as appropriate. Show all aquatic and environmental resources located within & adjacent to the Project and all Contractor EDA on the SWPPP.

D. Stream Relocation, Temporary Diversion Channels that carry Waters of the United States. Perform this work in compliance with the OEPA NPDES Permit and in conformance with all contract requirements (Waterway Special Provisions). Stabilize Stream Relocation, Temporary Diversion Channels with appropriate stabilization BMP or 70 percent vegetative growth before diverting flow into the new channel.

E. Concrete Washout Area BMP. Compensation for this BMP is incidental to the concrete work.

F. Dewatering BMP. Compensation for this BMP is incidental to the corresponding work. This BMP does not include a Surface Dewatering Device installed as part of a Sediment Basin.

G. Project fueling and refueling BMP locations. Compensation for this BMP is incidental to the project.

The SWPPP shall include BMP to prevent and respond to spills or leaks as required by the OEPA NPDES Permit.

The Contractor will provide a separate Spill Prevention Control & Countermeasure Plan (SPCC) if required as described in 40 CFR Part 112. The Contractor will not be compensated for the SPCC Plan. Spill response protocols are to be included in the SWPPP when not included in a SPCC.

H. All other BMP that are required and not specifically referenced in Appendix F or not accepted as an Alternative BMP in accordance with this section will not be paid as a separate item, but will be included by the Contractor as part of the total project cost.

832.06 Temporary Access Fills (Causeways and Access Fills). Fording of jurisdictional waters, including all streams and rivers is not allowed. Evaluate the Waterway Special Provisions to determine whether or not temporary access fills are permitted in the contract. If temporary access fills have been permitted by the Department, construct fill(s) consistent with the Waterway Special Provisions and additional contract requirements.. Only the footprint area (acreage), linear impact limits and volume of temporary fill as permitted and contained in the Waterway Special Provisions will be allowed. If the Contractor proposes temporary access fill(s) which has not been permitted by the Department, the Contractor will coordinate procurement of the permits with the appropriate regulatory agency/agencies. All costs and time associated with the procurement of the permits are incidental to the Work. If the Contractor requests modification of the Department procured permits, coordinate the request with the Engineer and OES. The Department makes no guarantee to grant the permit modification request.

832.07 Temporary Access Fills Construction. Begin planning and installing temporary access fills as early in construction as possible to avoid conflicts with the Waterway Special Provisions or other environmental commitments that have been included in the contract documents.

Temporary access fills in aquatic resources may include, but are not limited to, causeways, cofferdams, access pads, sheet piling, temporary bridges, access fills, etc.

Make every attempt to minimize disturbance to aquatic resources during construction, maintenance and removal of the temporary access fills. The Contractor must make every attempt to minimize disturbance to waterbodies, stream banks, stream beds and riparian zones during the construction, maintenance, and removal of the temporary access fills. Construct the temporary access fills as narrow as practical and perpendicular to the stream banks. Make the temporary access fills in shallow areas rather than deep pools where possible. Minimize clearing, grubbing,

and excavation of stream banks, bed, and approach sections. Construct the temporary access fills as to not erode stream banks or allow sediment deposits in the channel.

Prior to the initiation of any in-stream work, establish a monument upstream of proposed temporary access fill to visually monitor the water elevation in the waterway where the fill is permitted. Maintain the monument throughout the project. Provide a visual mark on the monument that identifies the elevation 1 foot above the Ordinary High Water Mark (OHWM). If the OHWM is not shown on the plans, the Department will establish the OHWM based on the definition of OHWM (832.02) or the peak discharge from the 2 year event, using the method described in the most current version of the Department's Location and Design Manual Volume 2. Ensure that the monument can be read from the bank of the waterway. Ensure that this work is supervised by an Ohio Registered Surveyor. All costs associated with furnishing and maintaining the above referenced monument is incidental to the Work.

Construct the temporary access fills to a water elevation at least 1 foot (0.3 m) above the OHWM. If more than one-third of the width of the waterway is filled, , then use culvert pipes to allow the movement of aquatic life. Maintain normal downstream flows. Ensure that any ponding of water behind the causeway and access fills will not damage property or threaten human health and safety.

The following minimum requirements apply to causeways where culverts are used.

- A. Furnish culverts on the existing stream bottom.
- B. Avoid a drop in water elevation at the downstream end of the culvert.
- C. Furnish a sufficient number of culverts in addition to stream openings to providing a discharge equal to twice the highest monthly flow without producing a rise in the backwater above the OHWM.
- D. Furnish culverts with a minimum diameter of 18 inches (0.5 m)

All temporary access fills must be constructed of suitable materials. Causeways and access fills must be encapsulated with clean, non-erodible, nontoxic Dumped Rock Fill, Type A, B, C, or D, as specified in C&MS 703.19.B. Extend rock fill up the slope from original stream bank for 50 feet (10 m) to catch and remove erodible material from equipment.

All portions of the temporary access fills will be removed in its entirety. Do not dispose of temporary access fill material in other aquatic resources or where erosion into another aquatic resource is possible. The stream bottom affected by the temporary access fills will be restored to its pre-construction elevations. The temporary access fills will not be paid as a separate item but will be included by the Contractor as part of the total project cost.

All environmental protection and sediment and erosion controls associated with the Waterway Special Provisions or Contractor procured permits are incidental to the work within the boundaries of the permits.

832.08 Maintenance. Properly maintain all BMP throughout all phases and sequencing of construction activities. Dispose of silt removed from BMP according to C&MS 105.16. When the

Contractor properly places the erosion control Items then the Department will pay for the cost to maintain or replace these items of work by the following:

If a recorded rain event is greater than 0.5 inches (13mm), the Department will pay to replace all BMP that have been damaged as a result of the rain event at the unit price for those BMP including Sediment Removal as described in Appendix F. Record BMP replacement quantities using the SWPPPTrack software inspection software application. Replacement quantities not recorded in the SWPPPTrack software inspection software application will not be compensated. Restoration maintenance necessary to restore the BMP as a result of a rain event is included in the unit price for the BMP.

If a recorded rain event is less than or equal to 0.5 inches (13mm), the Department will pay to remove the sediment per the unit price for Sediment Removal as described in Appendix F. No compensation will be provided for BMP that are damaged as a result of rain events less than or equal to 0.5 inches (13mm).

Example: A 0.6 inch rain event damaged a 300 ft. segment of filter fabric fence. A 200 ft. segment was knocked over but was still functional and could be restored. The 300 ft. damaged segment was replaced and the sediment was removed. The 200 ft. segment was picked up, retrenched and the sediment removed. How do we pay for the 300 ft. damaged segment and the 200 ft. restored segment and the sediment removal?

Pay for 300 ft. of new Item Perimeter Filter Fabric Fence and Item Miscellaneous Sediment Removal. Do not pay for restoration of the 200 ft. segment of restored filter fabric fence. Pay for Item Miscellaneous Sediment Removal for the 200 ft. segment.

For all Perimeter Filter Fabric Fence, Filter Fabric Ditch Checks, Rock Checks, and Inlet Protection, Dikes, remove trapped sediment and any other debris which has accumulated when sediment reaches a height of one-half the BMP. Compensation will be paid at the unit price for Miscellaneous Sediment Removal as described in Appendix F.

When the sediment fills the sediment storage zone (as described in the OEPA NPDES Permit) of a Sediment Basin or Sediment Trap/Dam, remove deposited sediment. Compensation for the removed sediment is paid at the unit price for Basin Sediment Removal as described in Appendix F. Remove Sediment Basins and Sediment Traps/Dams after the contributing drainage area has been stabilized.

When erodible materials accumulate at the surface of the construction entrance, furnish additional stone as needed to prevent tracking. Compensation for additional stone needed to maintain the Construction Entrance will be paid at the unit price for Construction Entrance. If tracking occurs, restore and clean the affected roadway surface at no additional cost to the Department.

Maintain the BMP until 70% permanent vegetation is established in the EDA portion of the tributary area contributing runoff to the BMP in accordance with the OEPA NPDES Permit (See Appendix E, Part VII, J). Remove BMP after 70% permanent vegetation is established. The Engineer may allow early removal of BMP, when necessary, due to BMP inaccessibility. Dispose of the removed materials including sediment according to C&MS 105.16 and C&MS 105.17.

832.09 Storm Water Pollution Prevention Plan. If required, prepare the SWPPP as outlined in this specification. Submit the SWPPP to the Engineer for acceptance using the SWPPPTrack software web platform. Allow 14 days for the initial review of the SWPPP. Address all comments from the Engineer and submit any required revisions, modifications, phases and updates using the SWPPPTrack software web platform. Allow an additional 7 days for subsequent reviews. All activity identified by the SWPPP that is not specifically identified as a pay item elsewhere shall be included in the Lump Sum price bid for the Storm Water Pollution Prevention Plan. At a minimum, the design and information requirements that must be included in the SWPPP are as follows:

A. Include the following general information:

1. Provide a site specific SWPPP designed and sealed by a Professional Engineer who holds a current CPESC certification.
2. Furnish the names of the individuals on site who will serve as the PE/CPESC SWPPP designer and CECL.
3. Describe the type of construction activities that will be taking place.
4. Furnish signatures of all contractors and subcontractors involved in BMP practices (see Appendix B).
5. Furnish the total EDA areas in acres and identify the immediate receiving stream or surface water for each drainage area.
6. Furnish installation details of all proposed Alternative BMP.
7. Provide construction and grading details for all Sediment Trap/Dam and Basins.

B. Include Existing Condition Plan sheets (maximum 1" = 50' scale) showing the following information at a minimum:

1. Temporary sediment control BMP to be installed prior to or concurrent with early earth disturbing activities (including but not limited to clearing and grubbing, mobilization, staging areas, demolition, grading activities, etc.)
2. Existing contours shown at a 2-foot maximum interval for all Project and Contractor EDA areas
3. Stormwater runoff tributary areas to all sediment controls intercepting concentrated flows (Tributary areas for sheet flow sediment controls are not required to be shown on the plan.)
4. Existing conditions of the Project and Contractor EDA including drainage patterns, ditches, drainage system, utilities
5. Project construction limits
6. All Contractor EDA areas

7. Labels of all direct discharge locations receiving runoff from Project and Contractor EDA to waters of the State or U.S throughout the Project and Contractor EDA. Direct discharges may include but are not limited to, storm sewer outfalls, open channel conveyances, direct sheet flow.

8. Provide a table of existing condition BMP and direct discharge locations in tabular format on the plan which can be exported to .csv file and is consistent with SWPPPTrack software

C. Include Proposed Condition Plan sheets (maximum 1" = 50' scale) showing the following information at a minimum:

1. Temporary sediment and erosion control BMP based on modified drainage patterns as needed to represent construction phasing prior to reaching final buildout conditions.

2. Temporary sediment and erosion control BMP based on final buildout conditions and drainage patterns. Include BMP to be installed during previous phasing which is intended to be left in place through final buildout.

3. Proposed contours shown at a 2-foot maximum interval for all Project and Contractor EDA areas. If proposed surfaces cannot be obtained from the Department provided electronic files, provide clear representation of the proposed drainage patterns in sufficient detail to select, design and locate appropriate BMP.

4. Stormwater runoff tributary areas to all sediment controls intercepting concentrated flows (Tributary areas for sheet flow sediment controls are not required to be shown on the plan.)

5. Project construction limits

6. All Contractor EDA areas

7. Label existing, relocated and proposed direct discharge locations

8. Provide a table of proposed condition and interim BMP in tabular format on the plan which can be exported to .csv file and is consistent with SWPPPTrack software

D. Include BMP estimated quantities in BMP tables.

E. Show the location of the following support activities. Ensure the following activities are located a minimum of 100 feet (30 m) from any aquatic resource:

1. Concrete or asphalt plant areas

2. Material and equipment staging or storage areas

3. Dewatering Areas

4. Concrete truck wash out BMP areas

5. Construction access BMP locations

6. Vehicle fueling and refueling locations

- F. Provide an implementation schedule for BMP based on the Contractor's proposed construction sequence.
- G. Show locations of Post-Construction BMP. Include Post-Construction BMP in the schedule of construction sequence.
- H. Include a schedule of cover practices meeting the requirements of the Ohio NPDES Permit.
- I. Include erosion control BMP to be installed for protecting erosive areas, provide temporary or permanent stabilization and control stormwater. Stormwater erosion control BMP shall be sized based on tributary runoff area and consistent with Ohio's Rainwater and Land Development Manual.
- J. Show all environmental preservation areas, wetlands and waterways within or adjacent to the Project and Contractor EDA as illustrated in the Plans.
- K. Furnish an estimated quantity for Basin Sediment Removal and Miscellaneous Sediment Removal for removing sediment from sediment controls.
- L. Include project area soil types and identify any potentially highly erodible locations.
- M. Label all sediment Trap/Dam and Basins with tributary area, sediment storage zone volume, dewatering zone volume, outlet size and type, etc.

Electronic design files, necessary to develop the SWPPP with the required information listed in this section, shall be made available to the awarded Contractor upon request.

832.10 SWPPP Acceptance. Furnish the SWPPP to the Department for acceptance. The Department will allow work to begin upon receiving an acceptable SWPPP. See Appendix C for a sample acceptance checklist. The Department may assess critically the following:

- A. The type and location of BMP with totals.
- B. The SWPPP is specific for this project.
- C. There is no language in the SWPPP about any BMP being directed for use by the Engineer.
- D. The total estimated BMP quantities agree with the (per Each) "Erosion Control" amount identified in the proposal.
- E. The SWPPP accounts for the various phases of construction and the associated degree of earthwork disturbance over the life of the project.
- F. The SWPPP delineates overall watershed areas and individual BMP watersheds. Enough detail is shown in the SWPPP to verify that the BMP are appropriate for the application. If topographic mapping contained in the plans is not sufficient to identify and delineate the watersheds associated with the work, provide the appropriate mapping.

G. The SWPPP identifies the locations and specific geometry of the required Sediment Traps/Dams, Basins and related control structures. Provide the following information for each Sediment Trap/Dam and Basin:

1. Calculations demonstrating compliance with the 48 hour draw down time (if required by the OEPA NPDES Permit),
2. Size of the contributing drainage area,
3. Volume of the Sediment Storage Zone
4. Volume of the Dewatering Zone
5. Basin excavation quantity or dam embankment quantity
6. Quantity of rock channel protection
7. Riser Pipe, outlet structure details and surface dewatering device

Revise the accepted SWPPP as needed to maintain compliance with OEPA NPDES Permit. Revisions and amendments (See Appendix E, Part III, D) to the accepted SWPPP will be at no additional cost to the Department.

832.11 Inspections and SWPPP Updates. Perform the OEPA NPDES Permit required inspections utilizing a mobile device capable of running the latest version of the SWPPPTrack LTIS inspection software application developed by Storm Water Simplified Ltd. Contact Storm Water Simplified Ltd. at (888) 401-1993 or OHSupport@SWPPPTrack.com for project setup coordination, payment, and for mobile device requirements.

Perform OEPA NPDES Permit required inspections with the SWPPPTrack inspection application and populate all inspection fields accurately to represent current project conditions until final stabilization.

The inspections must be performed by one of the following parties:

- A.** The PE/CPESC who signed and sealed the SWPPP.
- B.** The CPESC inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.
- C.** The CESSWI inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.

Prepare the inspection reports for projects that require a SWPPP. Utilize the SWPPPTrack inspection software application to prepare and submit inspection reports to the Engineer every 7 days and within 24 hours of a 0.5 inch (13 mm) or greater rainfall event until final stabilization has been established with a minimum of 70 percent permanent vegetation. The inspection occurrence may be delayed or the inspection frequency may be reduced per the OEPA NPDES Permit Part III.G.2.i.

The reporting CECI, under supervision of the PE/CPESC, will update, amend and revise the SWPPP as the contractor's operations and site conditions warrant. Identify all revisions and updates to the SWPPP and indicate what measures will be taken to maintain OEPA NPDES Permit compliance. Record BMP condition, modifications, installations, additions, removals and SWPPP modifications with the SWPPPTrack inspection software application. Record all BMP locations utilizing the SWPPPTrack inspection software application.

Document BMP inspections utilizing photos as required by the SWPPPTrack inspection software application. Perform a monthly inspection of the project utilizing the SWPPPTrack inspection software application. The monthly inspection is required to be performed by the PE/CPESC who maintains responsibility over the SWPPP. The monthly inspection may be performed by an individual employed by the PE/CPESC company who is under the direct supervision of the PE/CPESC. If the inspection is performed by an individual other than the PE/CPESC, the individual shall maintain an active CPESC certification. The PE/CPESC is required to review and certify all monthly inspections through the SWPPPTrack software inspection application. The PE/CPESC shall review the weekly and rainfall event inspections and all CECI changes to the SWPPP.. The PE/CPESC is required to re-sign and seal the SWPPP when significant changes warrant an updated SWPPP be developed. Submit the latest SWPPP update to the SWPPPTrack software web platform.

The CECI is required to notify the Department within 24 hours of any compliance deficiencies or verified complaints related to the SWPPP or OEPA NPDES Permit. Weekly, rainfall event and monthly inspections will document BMP deficiencies as Open Work Items in the SWPPPTrack inspection software application. Within 48 hours of the Department's or CECI's notice of deficiency/Open Work Item, the contractor is required to construct, install, repair or correct the BMP measures needed to close the deficiency/Open Work Items. The CECI will close Open Work Items only after the BMP measures have been appropriately addressed and inspected utilizing the SWPPPTrack inspection software application.

832.12 Compensation. The Department will furnish Item 832 Each, Erosion Control with an amount in the proposal to pay for BMP work. The fixed amount shown in the proposal is included (as any other bid items) in the Total Bid Amount. This fixed amount is the Department's estimate of the total cost of BMP work required to be performed for the project. If the BMP work exceeds this amount, the BMP work will still be paid at the pre-determined prices. All BMP work will be paid at the proposal pre-determined unit price times the correctly installed BMP number of units. The payment due will be deducted from Item 832 Each, Erosion Control. C&MS Table 104.02-2 does not apply to reductions in this contract item. Compensation for BMP will not be provided until the BMP location and quantity is recorded in the SWPPPTrack inspection software application and an initial inspection is performed by the CECI indicating that the BMP meets the installation requirements.

The Lump Sum amount bid for the SWPPP includes all work associated with development, design, revisions, modifications, amendments and submittals of the SWPPP. Changes made to the SWPPP, but not caused by the Department, are the financial responsibility of the Contractor. Additional compensation will only be permitted for Department accepted amendments to the SWPPP resulting from revisions to the contract documents as per sections 104.02.B, 104.02.D and 104.02.F. Provide the additional costs for the amended SWPPP to the Department prior to

beginning the associated revised work. The Department will only pay for one accepted SWPPP regardless of the number of Construction phases, revisions, amendments or project redesigns.

The Lump Sum amount bid for the Storm Water Pollution Prevention Inspections includes all work associated with NPDES required inspections, monthly inspections, and reporting. All costs associated with providing and maintaining the required CPESC and CESSWI personnel, conducting the NPDES required inspections utilizing the SWPPPTrack inspection software application and support engineering services are included in the contract Lump Sum bid for Storm Water Pollution Prevention Inspections.

The Lump Sum amount bid for the Storm Water Pollution Prevention Inspection Software includes all costs for the SWPPPTrack inspection software and services. The Contractor is responsible for purchasing and contracting with Storm Water Simplified Ltd. for the use of the SWPPPTrack software application and services until final stabilization.

832.13 Method of Measurement.

The Department will measure the SWPPP as a Lump Sum.

The Department will measure the Storm Water Pollution Prevention Inspections as a Lump Sum.

The Department will measure the Storm Water Pollution Prevention Inspection Software services as Lump Sum.

The Department will measure Construction Seeding and Mulching by the number of square yards (square meters).

The Department will measure Slope Drains by the number of feet (meters) of conduit.

The Department will measure Sediment Basins by the number of cubic yards (cubic meters) of excavation or embankment.

The Department will measure Sediment Basin surface dewatering device by each.

The Department will measure Sediment Traps/Dams by the number of cubic yards (cubic meters) of excavation or embankment.

Any pipe required for the outlet structure of a Sediment Basin or Trap/Dam is incidental to the unit price paid for Sediment Basins and Traps/Dams.

The Department will measure Perimeter Filter Fabric Fence, and Construction Fence by the number of feet (meters).

The Department will measure Filter Fabric Ditch Check by the number of feet (meters).

The Department will measure Excavated Drop Inlet Protection by the number of cubic yards (cubic meters) of excavation.

The Department will measure Inlet Protection by the number of feet (meters).

The Department will measure Curb Inlet Protection by each or feet (meters).

The Department will measure Earthen Dike/Berm by the number of cubic yards (cubic meters) of embankment.

The Department will measure Temporary Stabilization Matting by the number of square yards (square meters).

The Department will measure Rock Ditch Check, Type C or D (without filter) by the number of cubic yards (cubic meters).

The Department will measure Rock Channel Protection, Type C or D (with or without filter) by the number of cubic yards (cubic meters).

The Department will measure Sediment Removal by the number of cubic yards (cubic meters).

The Department will measure Construction Mulching by the number of square yards (square meters) regardless if the application is crimped or not.

The Department will measure Winter Seeding and Mulching by the number of square yards (square meters).

The Department will measure Construction Entrance protection by the number of cubic yards (cubic meters)

832.14 Basis of Payment. The Department will pay the contract Lump Sum price bid for the Storm Water Pollution Prevention Plan. The Department will make partial payments for the Storm Water Pollution Prevention Plan according to C&MS Section 109.09 and as modified by the following schedule:

A. The Department will release 60 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after the Engineer has accepted the Storm Water Pollution Prevention Plan submission.

B. The Department will release 30 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 50 percent of the project is complete.

C. The Department will release the remaining 10 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 90 percent of the project is complete.

The Department will make partial payment for the Storm Water Pollution Prevention Inspections according to C&MS Section 109.09.

The Department will make partial payments for the Storm Water Pollution Prevention Inspection Software services according to C&MS Section 109.09 and as modified by the following schedule:

A. The Department will pay 60 percent of the lump sum amount bid for the Storm Water Pollution Prevention Inspection Software with the first regular estimate.

B. The Department will pay the remaining 40 percent of the lump sum amount bid for the Storm Water Pollution Prevention Inspection Software services according to 109.09.

The Department will pay for appropriately selected, designed, properly installed and accepted BMP per Item 832 Each, Erosion Control. BMP compensation will be based on the unit prices shown in Appendix F or accepted unit prices for Alternative BMP by the Engineer.

The Department will not pay for BMP Items which are required as a result of the Contractor's negligence, carelessness, or failure to install permanent controls.

The Department will not pay for any causeway and access fills.

The Department will not pay to replace BMP that have failed as a result of improper maintenance or installation.

The Department will not pay for concrete washout area BMP. Concrete washout area BMP are considered incidental to the concrete work.

The Department will not pay for BMP which are required as a part of the work and are not specifically identified as a separate item. Compensation for BMP that are required for NPDES Permit compliance and are not included in Appendix F or not accepted as an Alternative BMP in accordance with Section 832.05 are considered incidental to the work.

The Department will not pay for Post-Construction BMP as a part of this specification.

Item	Unit	Description
832	Lump Sum	Storm Water Pollution Prevention Plan
832	Lump Sum	Storm Water Pollution Prevention Inspections
832	Lump Sum	Storm Water Pollution Prevention Inspection Software
832	Each	Erosion Control

Appendix A

BMPBMP Inventory Naming Validation

Ohio Department Of Transportation, SS 832 - BMP ID and Naming Validation Form				
Sediment Control BMP				
BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
IP	Inlet Protection	Filter Fabric Inlet Protection		LF
CIP	Curb Inlet Protection	Alternative BMP	Dandy Curb Bag for 3A inlet	EA
EDIP	Excavated Drop Inlet Protection	Drop Inlet Excavation w/gravel		EA
PFFF	Perimeter Filter Fabric Fence	Filter Fabric Fence		LF
FFDC	Filter Fabric Ditch Check	Filter Fabric Ditch Check		LF
SB	Sediment Basin	Sediment Basin w/ Surface Dewatering		CY
ST	Sediment Trap	Sediment Trap		CY
DwT	Dewatering Discharge	Dewatering Sediment Control		EA
SDwTD	Sediment Basin Surface Dewatering Device	Surface Dewatering Device		EA
Erosion Control BMP				
BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
SD	Slope Drain	Slope Drain		LF
DI	Dike	Earthen Dike		CY
CE	Construction Entrance	Rock Construction Entrance		CY
RDC	Rock Ditch Check	Rock Ditch Check		CY
ECM	Erosion Control Matting	Erosion Matting, Type___		SY
RCP	Rock Channel Protection	Rock with Geotextile Fabric		CY
TS	Temporary Stabilization	Construction Seed and Mulch		SY
PS	Permanent Stabilization	Permanent Stabilization		SY
Miscellaneous Control BMP				
BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
CF	Construction Fence	Construction Fence		LF
CwO	Concrete Washout	Concrete Washout		EA
TAF	Temporary Access Fill	Causeway, Cofferdam, Dewatering Fill, etc.		EA
Outfalls				
BMP ID Type	BMP ID Type (Extended Name)	Standard BMP Description	Alternative BMP Description	Unit of Measure
DSWD	Direct Surface Water Discharge	Direct Surface Water Discharge		

Designer Note: SWPPP Designers should utilize the BMP ID Type (short) naming conventions for BMP callouts and populating the BMP Inventory Tables shown in this appendix. BMP ID's should be numbered sequentially by Type (PFFF1, PFFF2, IP1, SB1, etc.). BMP ID Type (Extended Names) are not used in the BMP Inventory Tables and are included for reference only.

BMP ID Type and Standard BMP Descriptions will be used for validation when uploading the tables to SWPPPTrack. Ensure BMP Types and Standard BMP Descriptions above are used to create the BMP Inventory Tables. When Alternative BMP materials are proposed, the Alternative BMP Description name should be filled in with the proprietary device proposed on the SWPPP. The Alternative BMP Description should accurately describe the BMP with appropriate units. (i.e. 12" Compost Filter Sock, LF.) Curb Inlet Protection only utilize Alternative BMP and will always require an alternative description. Coordinate uploading of the inventory table with SWPPPTrack. BMP Inventory Table templates can be downloaded on ODOT's Office of Construction Administration website:

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

Appendix A

Existing Conditions BMP Inventory Table

Ohio Department Of Transportation, SS 832 - Existing Conditions - BMP Inventory Table											
Name:						Date Created:					
Company Name:											
Contract#	Part Code	BMP	Standard BMP Description	Alternative BMP Description	Plan Page	Quantity	Unit Of Measure	Roadway Name	Location Station	Road Orientation	Project Discharge
		PFFF1	Perimeter Filter Fabric Fence		4	375	LF	SR 7	145+32	RT	Y
		PFFF2	Perimeter Filter Fabric Fence		4	235	LF	SR 7	145+85	LT	Y
		PFFF3	Alternative BMP	12" Compost Filter Sock	11	305	LF	SR 14	96+50	RT	N
		IP1	Inlet Protection		5, 10	20	LF	SR 14	94+00	RT	Y
		IP2	Inlet Protection		5, 10	20	LF	SR 14	94+00	LT	Y
		CIP1	Alternative BMP	Dandy Curb Bag (3A Inlet)	5, 10	1	EA	SR 14	93+00	LT	Y
		CIP2	Alternative BMP	FlexStorm Catch It	6	1	EA	SR 14	155+55	LT	Y
		CIP3	Alternative BMP		6	1	EA	SR 14	155+50	RT	Y
		FFDC1	Filter Fabric Ditch Check		8	15	LF	SR 14	86+50	RT	Y

Proposed BMP Inventory Table

Ohio Department Of Transportation, SS 832 - PROPOSED - BMP Inventory Table											
Name:						Date Created:					
Company Name:											
Contract#	Part Code	BMP ID	Standard BMP Description	Alternative BMP Description	Plan Page	Quantity	Unit Of Measure	Roadway Name	Location Station	Road Orientation	Project Discharge
		PFFF4	Perimeter Filter Fabric Fence		6,7	250	LF	SR 7	155+00	RT	Y
		CF1	Construction Fence		4	100	LF	SR 7	145+32	RT	N
		CF2	Construction Fence		4	230	LF	SR 7	145+85	LT	N
		CIP4	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+25	LT	N
		CIP5	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+40	LT	N
		CIP6	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+60	LT	N
		CIP7	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+40	RT	N
		CIP5	Alternative BMP	Dandy Curb Bag (3A Inlet)	4	1	EA	SR 7	146+60	RT	N
		CIP6	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	LT	N
		CIP7	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+40	LT	N
		CIP8	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	RT	N
		CIP9	Alternative BMP	FlexStorm Catch It	4	1	EA	SR 7	148+35	RT	N
		CIP10	Alternative BMP	FlexStorm Catch It	5	1	EA	SR 7	150+35	RT	N
		CIP11	Alternative BMP	FlexStorm Catch It	5,10	1	EA	SR 14	94+40	RT	N
		CIP12	Alternative BMP	Dandy Curb	5,10	1	EA	SR 7	150+70	RT	N
		CIP13	Alternative BMP	Dandy Curb	5,10	1	EA	SR 7	150+85	LT	N
		CIP15	Alternative BMP	Dandy Curb	5,10	1	EA	SR 14	94+50	LT	N
		IP3	Alternative BMP	42" SedCatch SedCage	5,10	1	EA	SR 7	92+85	LT	Y
		IP4	Filter Fabric Inlet Protection		5,10	1	LF	SR 7	152+50	LT	N



**Appendix C
SWPPP Review
Form**

ODOT Project Ct.-Rt.-Sec: _____
Proj. #/PID: _____
Date: _____

Question #	Question	YES	NO	N/A	Comments
1	Is the SWPPP specific to the proposed project?				
2	Has the Contractor filed for a Co-Operator's notice to OPEA?				
3	Does the SWPPP list "Operators" and contain signatures of responsible parties? (Any Contractor or sub who has day-to-day operational control over sediment and erosion control activities)				
4	Was the plan developed by a P.E./CPESC qualified individual?				
5	Does the SWPPP list the CECI?				
6	Does the SWPPP show installation details of all proposed Alternative BMP?				
7	Have the proposed Alternative BMP been accepted for use by the Engineer?				
8	Does the SWPPP include existing conditions plan sheets identifying BMP's to be installed with early earth disturbing activities? (i.e. mobilization, clearing and grubbing, tree clearing, contractor staging, demolition, etc.) (Ref. 832.09 B.)				
9	Does the SWPPP include proposed conditions plan sheets identifying BMP's to be installed based on final buildout drainage patterns? (Ref. 832.09 C.)				

Question #	Question	YES	NO	N/A	Comments
10	Have all discharge points, having a direct connection to a waterway, been labeled on the SWPPP? (Direct connections include ditches, channels, storm sewer outlets, direct sheet flow.)				
11	Have sediment controls been included on the SWPPP, intercepting all potential runoff from project and contractor disturbed areas?				
12	Have drainage tributary areas been identified for all sediment controls intercepting concentrated flows? (i.e. sediment traps/basins, FFDC, inlet protection) (Verify tributaries for existing condition BMP and tributaries for proposed condition BMP, Ref. 832.09)				
13	Are the selected sediment control BMP's appropriate for their tributary area? (i.e. 5 Ac max for sediment traps, 2 Ac max for FFDC, 1 Ac max for inlet protection)				
14	Are sediment traps/basin used for tributary areas exceeding 2 acres? (Sediment traps and basins should be used for larger drainage areas unless ponding water may cause a safety hazard to the public. Sediment traps/basins should be a SWPPP Designer's first option for sediment treatment.)				
15	Are volume sizing calculations shown on the SWPPP for all sediment traps/basins? (Traps/basins require a minimum 67 CY per acre dewatering zone plus 37 CY per acre sediment storage zone.)				
16	Does the SWPPP show preservation areas, wetlands, waterways within and adjacent to the project?				

Question #	Question	YES	NO	N/A	Comments
17	Does the SWPPP include all contractor EDA? (i.e. borrow/waste, staging areas, etc.)				
18	Does the SWPPP include a BMP implementation schedule that aligns with the Contractor's construction sequence?				
19	Does the SWPPP show fuel storage locations and list procedures for spill prevention and countermeasures?				
20	Are concrete washouts, fuel storage, staging areas shown on the plan? (Ensure these activities are a minimum 100-feet away from a waterway.)				
21	Are construction entrances shown at all points of egress?				
22	Does the SWPPP show a schedule of stabilization practices? (i.e. temporary and permanent seeding based on dormant areas)				
23	Does the SWPPP show soil types and identify any highly erodible areas? (i.e. steep slopes requiring additional erosion control BMP)				
24	Do all BMP include adequate details for installation? (Ensure all BMP can be appropriately installed as shown on the plans)				



Co-Permittee Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. **NOTE: All necessary information must be provided on this form. Read the accompanying instructions *carefully* before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.**

I. Applicant Information/Mailing Address

Company (Applicant) Name: _____
 Mailing (Applicant) Address: _____
 City: _____ State: _____ Zip Code: _____
 Contact Person: _____ Phone: _____ Fax: _____
 Contact E-Mail Address: _____

II. Facility/Site Location Information

Existing Ohio EPA Facility Permit Number: __ GC __ _ _ _ _ * __ G OR OHR1 _ _ _ _ _
 Initial Permittee Name: _____ Phone: _____
 Facility/Site Name: _____
 City: _____ Township(s): _____
 County(ies): _____ State: Ohio Zip Code: _____
 Facility Contact Person: _____ Phone: _____ Fax: _____
 Facility Contact E-Mail Address: _____

III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Applicant Name: _____ Title: _____
 Applicant Signature: _____ Date: _____

Appendix E

<https://epa.ohio.gov/static/Portals/35/permits/OHC000006.pdf>



Ohio EPA 04/11/2023

Entered Director's Journal

Page 1 of 61
Ohio EPA Permit No.: OHC000006

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By: *Holly A. Mark* Date: 04/11/2023

Effective Date: April 23, 2023
Expiration Date: April 22, 2028

OHIO ENVIRONMENTAL PROTECTION AGENCY

GENERAL PERMIT AUTHORIZATION FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq. hereafter referred to as "the Act") and the Ohio Water Pollution Control Act [Ohio Revised Code ("ORC") Chapter 6111], dischargers of stormwater from sites where construction activity is being conducted, as defined in Part I.B of this permit, are authorized by the Ohio Environmental Protection Agency, hereafter referred to as "Ohio EPA," to discharge from the outfalls at the sites and to the receiving surface waters of the state identified in their Notice of Intent ("NOI") application form on file with Ohio EPA in accordance with the conditions specified in Parts I through VII of this permit.

It has been determined that a lowering of water quality of various waters of the state associated with granting coverage under this permit is necessary to accommodate important social and economic development in the state of Ohio. In accordance with OAC 3745-1-05, this decision was reached only after examining a series of technical alternatives, reviewing social and economic issues related to the degradation, and considering all public and intergovernmental comments received concerning the proposal.

This permit is conditioned upon payment of applicable fees, submittal of a complete NOI application form, development (and submittal, if applicable) of a complete Stormwater Pollution Prevention Plan (SWP3) and written approval of coverage from the director of Ohio EPA in accordance with Ohio Administrative Code ("OAC") Rule 3745-38-02.

E-SIGNED by Anne Vogel
on 2023-04-11 19:00:28 GMT

2023-04-11 19:00:28 UTC

Anne M. Vogel
Director

Appendix F

**Temporary Sediment and Erosion Control Best Management Practices (BMP)
Unit Price Schedule, July 2023**

EROSION CONTROL PRICES

Item	Unit	Description	Project Identified EDA (acres)					Fixed Price (\$)	Comment
			<5	5 to 10	10 to 15	15 to 20	>20		
			Price (\$)						
832	Sq. Yd.	Construction Seeding and Mulching	1.12	1.03	0.93	0.84	0.83		Based on NOI acres
832	Feet	Slope Drains						13.50	
832	Cu. Yd.	Sediment Basins and Dams						15.25	[3]
832	Cu. Yd.	Excavated Drop Inlet Protection						15.25	
832	Feet	Perimeter Filter Fabric Fence	4.54	3.48	3.19	2.86	2.58		Based on NOI acres
832	Feet	Filter Fabric Ditch Check						12.50	
832	Feet	Inlet Protection						12.75	
832	Cu. Yd.	Earthen Dike/Berm						3.50	
832	Sq. Yd.	Temporary Stabilization Matting						3.00	
832	Cu. Yd.	Rock Ditch Check, Type C or D without Filter						81.00	[1]
832	Cu. Yd.	Rock Channel Protection, Type C or D with Filter						86.00	[1]
832	Cu. Yd.	Rock Channel Protection, Type C or D without Filter						81.00	[1]
832	Cu. Yd.	Basin Sediment Removal						11.25	
832	Cu. Yd.	Miscellaneous Sediment Removal						17.50	
832	Feet	Construction Fence						3.00	
832	Sq. Yd.	Construction Mulching	0.89	0.80	0.65	0.63	0.61		Based on NOI acres
832	Sq. Yd.	Winter Seeding and Mulching	1.21	1.12	1.03	0.95	0.91		Based on NOI acres
832	Cu. Yd.	Construction Entrance						98.00	

[1] Add the following amount per cubic yard for the cost of Type C or D Rock materials.

[3] Add the amount for the appropriately sized surface dewatering device for sediment basin outlet.

Appendix F

BMP ROCK MATERIAL SCHEDULE

District ^[2]	Purchase & Delivered to Job		Produced on Job	
	Type D or C		Type D or C	
1	\$ 99.00		\$ 49.50	
2	\$ 99.00		\$ 49.50	
3	\$ 109.00		\$ 54.50	
4	\$ 114.00		\$ 57.00	
5	\$ 109.00		\$ 54.50	
6	\$ 109.00		\$ 54.50	
7	\$ 109.00		\$ 54.50	
8	\$ 114.00		\$ 57.00	
9	\$ 112.00		\$ 56.00	
10	\$ 114.00		\$ 57.00	
11	\$ 109.00		\$ 54.50	
12	\$ 104.00		\$ 52.00	

[2] Based on the District in which the project is administered.

SEDIMENT BASIN SURFACE DEWATERING DEVICE

Device Size	Purchase & Delivered to Job
1 1/2"	\$671.00
2"	\$841.00
2 1/2"	\$1,026.00
3"	\$1,233.00
4"	\$1,783.00
5"	\$2,662.00
6"	\$4,092.00
8"	\$6,726.00

[3] Surface dewatering device sized appropriately for sediment basin

Designer Note:

Provide this Supplemental Specification on all plans.

Under the Erosion Control heading, provide the following Reference Items:

Item 832 Each Erosion Control - Provide an encumbered dollar value to be placed in the proposal for Item: 832 Each Erosion Control. This amount is for both the “quantity” and “total” fields. This amount should only be provided in the C2 Estimate, the Special Considerations Field on the Plan Package Submittal Form, and in the Plans.

Example: \$10,000 set up for Item 832 Each Erosion Control then 10,000 placed in the “quantity” and “total” fields.

Item 832 Lump Sum Storm Water Pollution Prevention Plan - Provide a Lump Sum item for Storm Water Pollution Prevention Plan for projects that have 1 or more acres of estimated Total EDA.

Item 832 Lump Sum Storm Water Pollution Prevention Inspections – Provide a Lump Sum item for Storm Water Pollution Prevention Inspections which includes the anticipated weekly, rainfall event and monthly inspections.

Item 832 Lump Sum Storm Water Pollution Prevention Inspection Software services. Include costs for the SWPPPTrack software based on Contractor duration to achieve 70% permanent vegetation establishment.

For additional guidance on the NPDES process for ODOT projects, see the NPDES Construction Permit Implementation Plan flowchart on the Office of Hydraulic Engineering website.

For help estimating the encumbered dollar value for the Item 832 - Erosion Control, see the BMP Estimator on the DRRC website (<http://www.dot.state.oh.us/drrc/>).

Latest version of the OEPA NPDES Permit (OHC000006) combines Big Darby and Olentangy specific watershed requirements. Provide plan notes on the Preliminary SWPPP related to watershed specific requirements such as testing of stormwater discharge. Modify the Storm Water Pollution Prevent Inspection Lump Sum item of this specification to include all permit required stormwater testing.



**Ohio Department of Transportation
Disadvantaged Business Enterprise (DBE) Program
Affidavit of Subcontractor Payment**

Federal regulations require ODOT to monitor and verify that work subcontracted to a DBE firm is actually performed by the that firm, and to report the DBE attainment on each project. This affidavit is to be completed, signed and emailed to ODOT within 45 days of the substantial work complete date. The affidavit seeks to verify actual payments made to the DBE firm.

Payment Period _____ Project No. _____ PID _____
Interim affidavits only ODOT-let projects only

- ▶ **Interim** Interim affidavits must be submitted for each DBE firm at the end of each construction season for multi-year projects.
- ▶ **Final** Final affidavits for each DBE firm must be submitted within 45 days of the substantial work complete date.

Enter the construction/services/trucking payment amount in column A.
 For DBE MSVs, enter the materials/supplies payment amount in column B.

**All amounts indicated must be
cumulative**

	A	B
Prime Contractor Name _____	_____	_____
Name of DBE Subcontractor/ _____ Non-DBE Subcontractor (if there is a DBE Sub-subcontractor)	_____	_____
Name of DBE Sub-subcontractor _____ (If applicable)	_____	_____

By signing below, the noted firms agree that the payment amounts recorded above are true and accurate as of the payment time period noted above. Furthermore, the noted firms understand that the DBE listed above must perform a **commercially useful function** as defined in 49 CFR Part 26 in order to receive credit towards the DBE contract goal.

I, the **Prime Contractor's** authorized representative, declare under penalty of perjury of the laws of Ohio and the United States that the information entered above is accurate and true.

Prime Contractor Signature _____ **Date** _____

Print Name _____ **Title** _____

I, the **Subcontractor's** authorized representative, declare under penalty of perjury of the laws of Ohio and the United States that the information entered above is accurate and true.

DBE/Non-DBE Subcontractor Signature _____ **Date** _____

Print Name _____ **Title** _____

I, the **Sub-subcontractor's** authorized representative, declare under penalty of perjury of the laws of Ohio and the United States that the information entered above is accurate and true.

DBE Sub-subcontractor Signature _____ **Date** _____

Print Name _____ **Title** _____

Please email completed, signed form to PaymentAffidavits@dot.ohio.gov. **Include the PID in the subject line.** Do not send anything other than payment affidavits to this address.