

**FRA-COSGRAY ROAD RRFB  
(PID 96841/CIP T-133)**

**CITY OF HILLIARD  
DEPARTMENT OF SERVICE/ENGINEERING  
3800 MUNICIPAL WAY  
HILLIARD, OHIO 43026**

**CLYDE R. SEIDLE, PE  
DIRECTOR OF PUBLIC SERVICE /  
CITY ENGINEER**

**BID SUBMITTED BY:** \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY**

**STATE**

**ZIP**

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date of Submission:** \_\_\_\_\_

**BIDDING DOCUMENTS SHALL BE SUBMITTED IN THEIR ENTIRETY**

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**CITY OF HILLIARD, OHIO**

**FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**

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## BIDDER'S CHECKLIST

**If this checklist is not completed and attached to a bid package, the bid will be disqualified.**

This checklist is provided in order to ensure that all bids submitted include required signatures and information. This checklist **must** be copied from the bid book and attached as the cover sheet to the bid book prior to sealing and submitting bid.

**BID SUBMITTED BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_                      **FAX:** \_\_\_\_\_                      **EMAIL:** \_\_\_\_\_  
(E-mail of contact person for bid)

**PROJECT NAME:** \_\_\_\_\_ **CIP NUMBER:** \_\_\_\_\_

**DATE OF BID SUBMISSION:** \_\_\_\_\_

Bid documents **must** be submitted in their entirety. Bidders **must** submit the entire bid book to the office of the Director of Public Service, or to the City staff person as identified in the bid notice. **Do not unbind bid book and submit individual pages.** Documents that you must sign or include cannot be submitted separately – they must all be included in a bid book.

The bid submission **must** be clearly marked and submitted in a sealed envelope to the office and person identified in the bid notice. The following items **must** be completed and included in the bid submission in order to qualify as bid. Please respond to each item below with a checkmark in the appropriate column.

- |  |                       |
|--|-----------------------|
| 1. Addenda received and included with this bid:  | _____ Yes    _____ No |
| Indicate number of addenda received: _____   |                       |
| Addenda(s) are signed by bidder to acknowledge receipt:                                    | _____ Yes    _____ No |
| 2. Current Certificate of Workers' Compensation is attached to Section 4 of this bid book. | _____ Yes    _____ No |

3. Bid Guaranty and in Section 8 of Contract, Proposal and Standard Documents Section of this bid book, is completed and enclosed:  Yes  No
- Form of Bid Bond:  Surety Company  Cashier's Check  
 Certified Check  Letter of Credit
4. Non-Collusion Affidavit in Section 9(a) of Contract, Proposal and Standard Documents Section of this bid book is signed by bidder and notarized:  Yes  No
5. Unresolved Finding for Recovery Affidavit in Section 9(b) of Contract, Proposal and Standard Documents Section of this bid book is signed and notarized:  Yes  No
6. Resources and Experience of Bidder in Section 10 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed:  Yes  No
7. List of Substitutions in Section 11 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed:  Yes  No
8. List of Subcontractors in Section 12 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed:  Yes  No
9. Bid proposal in Appendix A of this bid book is complete, signed, and Federal Tax ID is provided:  Yes  No
10. I understand that if my company is notified that the City intends to award the contract to it, I will have the following provision, and no other language, included in the Certificate of Liability Insurance that must be provided to the City:  
"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the City pursuant to the policy provisions."  Yes
11. Your unique nine-digit Dun & Bradstreet number is: \_\_\_\_\_  
Your optional digit DUNS Plus number is: \_\_\_\_\_

13. Documentation is attached to the bid indicating that bidder is in good standing with the Drug-Free Workplace Program pursuant PN 014 and 034, or a similar program approved by the Ohio Bureau of Workers' Comp. \_\_\_\_\_ Yes \_\_\_\_\_ No

I certify that the above items were included in the bid package at the time our bid was submitted to the City.

\_\_\_\_\_  
Title of Authorized representative of Company/Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Date

## NOTICE TO CONTRACTORS

Sealed bids addressed to the Director of Public Service, City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and endorsed "**COSGRAY ROAD RRFB (PID 96841/CIP T-133)**" will be received by the City of Hilliard, Franklin County, until **2:00 P.M. (Local Time), Thursday, October 2, 2014** at which time and place all bids will be publicly opened and read aloud for the following:

### **COSGRAY ROAD RRFB** **(PID 96841/CIP T-133)**

All bidders must register as a potential bidder with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215, in order to place a bid on this project. Registration is required to assure all bidders receive any clarifications or addenda.

Copies of the Contract Documents, Specifications, and Plans are on file with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215 where they are available for inspection by prospective bidders. Contract Documents, Specifications, and Plans may be obtained from Key Blue Prints for a non-refundable fee of **Sixty-Five Dollars (\$65.00)**.

The Engineer's estimated construction cost for the Project is **One Hundred Thirty One Thousand Seven Hundred Thirteen Dollars and forty-five cents (\$131,713.45)**.

Failure to fully and accurately complete the bid documents shall be considered grounds for rejecting the bid. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. **No bid will be accepted if it exceeds the Engineer's cost estimate by more than ten percent (10%).**

Technical questions about the project should be submitted in writing to Letty Schamp, P.E., Project Manager, City of Hilliard, Ohio at [lschamp@hilliardohio.gov](mailto:lschamp@hilliardohio.gov). Questions about contract documents should be addressed to Clyde R. Seidle, P.E., Director of Public Service, City of Hilliard, Ohio at [cseidle@hilliardohio.gov](mailto:cseidle@hilliardohio.gov) or to him at 3800 Municipal Way, Hilliard, Ohio 43026.

The Owner requires that this Project be complete by May 1, 2015. This project is subject to federal prevailing wage as determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at <http://www.wdol.gov/dba.aspx#3> on payrolls submitted identified at PN 061 "Wage Scale on All Federal-Aid Projects".

If the bid is accepted, a contract must be executed and a satisfactory contract bond furnished, conditioned according to law, in the amount of one hundred percent (100%) of the contract price, within ten (10) days after Notice of Award. Sureties on all bonds must be satisfactory to the City.

Each bidder, by submission of a bid, waives the requirement under Section 153.12(A) of the Ohio Revised Code that the award and execution of the contract be made within sixty days after the date on which the bids are opened, and alternatively, agrees, by submission of a bid, to extend the time for awarding and executing a contract, and to keep their bid open and unchanged, for a period of ninety days.

The City reserves the right to reject any or all bids. An award will be made to the lowest and best bidder that is **ODOT prequalified**. Prequalification status must be in force at the time of bidding, sale, award, and through the life of the construction contract. The prime contractor must perform

no less than (thirty) 30 percent of the total original construction contract price. Informalities in making out the bid may be waived at the option of the City.

Clyde R. Seidle, P.E.  
Director of Public Service/City Engineer  
Hilliard, Ohio

Advertise Dates – SNP Hilliard NW News:      Thursday, September 11, 2014  
   Thursday, September 18, 2014  
   Thursday, September 25, 2014

Bid Opening Date/Time:                      Thursday, October 2, 2014 at 2:00 p.m. local time  
   3800 Municipal Way, Hilliard, Ohio

## **DESCRIPTION OF THE PROJECT**

FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133) consists of the installation of two rectangular rapid flashing beacons (RRFBs) at the intersection of the Heritage Rail Trail multi-use path and Cosgray Road (CR39) in the City of Hilliard, Ohio. The project includes necessary roadway and path modifications, signing, striping, and lighting to accommodate the beacon installations, including power service coordinated by the Contractor. The Project also includes modification of existing landscaping beds, installation of new plant material, and permanent seeding. The completion of the Project shall be no later than May 1, 2015.

Particular attention must be paid by the Contractor to meet all federal contractual requirements mandated for federal aid projects, see Appendix D. Federal Highway language, requirements and prohibitions override that of any other Federal or State agency. The prime contractor must perform no less than (thirty) 30 percent of the total construction contract price.

### **PN 061 - 01/18/2008 - 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, a copy of which is attached in Appendix D.

***Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.***  
<http://www.wdol.gov/dba.aspx#3>

## INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. SUBSTITUTION OF MATERIALS
4. SUBCONTRACTS
5. BID MODIFICATIONS
6. QUALIFICATION OF BIDDER
7. BID SECURITY
8. CONTRACT AWARD AND EXECUTION
9. INSURANCE
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18. OCCUPATIONAL SAFETY AND HEALTH ACT
19. ESTIMATE OF QUANTITIES
20. PAYROLL
21. RELEASE OF FINAL PAYMENT

### 1. RECEIPT AND OPENING OF BIDS

The City of Hilliard (hereinafter called the "Owner") invites bids on the forms provided. Bids will be received by the Owner at the office of the Department of Public Service until **2:00 p.m.** local time **Thursday, October 2, 2014** at which time and place all bids will be publicly opened and read aloud. The envelope containing the bid must be sealed, addressed to the Director of Public Service of the City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and designated as the **FRA-COSGRAY ROAD RFB (PID 96841/CIP T-133)**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. Modification of bids without withdrawal is addressed in Section 5.

Each bidder, by submission of a bid, waives the requirement under Section 153.12(A) of the Ohio Revised Code that the award and execution of the contract be made within sixty days after the date on which the bids are opened, and alternatively, agrees, by submission of a bid, to extend the time for awarding and executing a contract, and to keep their bid open and unchanged, for a period of ninety days.

The required contract provisions for federal-aid construction contracts (contained in ODOT's 2013 LPA Template (revised 5/14/2014)) are hereby incorporated by reference, and a copy of which is attached in Appendix D, as well as required contract provisions cited as electronic form FHWA 1273, with a revision date of May 1, 2012. The following rules and regulations contained in these bid documents shall apply to all work to be done under this contract. If any provisions of these rules and regulations conflict with any other

clauses of this contract, the provisions of ODOT 2013 LPA Template and Form FHWA 1273 (revised 5/14/2014) shall govern.

## 2. PREPARATION OF BID

Each bid must be submitted on the forms provided. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and must be clearly legible. The entire bid book must be submitted. No additional prices or qualifying clauses shall be written in.

Each bid must contain the full name, address and telephone number of each bidder interested in the same.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address and phone number, and the name of the Project for which the bid is submitted. When forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

All supplementary bid documents included within these Bid Documents must be completed and submitted with the bid, as stated in the Bidder's Checklist that must be completed and submitted with the bid package.

No bid will be accepted if it exceeds the Engineer's cost estimate on the base bid by more than ten percent (10%).

## 3. SUBSTITUTION OF MATERIALS

Equivalent materials may be substituted for those referred to by brand name in the detailed specifications. The substitutions are to be listed by brand name on the substitution sheet in the proposal. The bidder shall furnish the Owner complete literature and specifications for each proposed equivalent substitution with the bid. Equivalent materials approved for use by the Owner shall be applied per manufacturer's recommendations. It shall be the sole judgment of the Owner as to the acceptability of the proposed substitution.

## 4. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and must abide by applicable terms and conditions contained herein. The attached List of Subcontractors must be completed and submitted with the bid. If no subcontractors are contemplated to be used by the bidder, then the form should state "None."

## 5. BID MODIFICATIONS

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such written communication is received by the Owner prior to closing time. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

## 6. QUALIFICATION OF BIDDER

Bidders must be pre-qualified by the Ohio Department of Transportation. Prequalification status must be in force at the time of bidding, sale, award, and through the life of the construction

contract. The prime contractor must perform no less than (thirty) 30 percent of the total construction contract price.

The Owner reserves the right to reject any and all bids. Conditional bids will not be accepted.

## 7. BID SECURITY

Bidders are required to comply with current Ohio Law which provides that bid security shall be in the form of a bond for the full amount of the bid, with a corporate Surety approved by the Owner, or a certified check, cashier's check, or irrevocable letter of credit equal to ten percent (10%) of the amount of the bid. The Bid Guaranty form attached to these Bid Documents should be used.

All certified checks, bonds, etc., shall be made payable to the City of Hilliard, Ohio.

Such cash, checks or bid bonds shall be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned within ten (10) days after the Owner and the accepted bidder have executed the Contract, or if no award has been made within 60 (sixty) days of the opening of the bid, upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its bid.

## 8. CONTRACT AWARD AND EXECUTION

After the bids are opened and read aloud, they will be compared on the basis of the summation of the products of the approximate quantities shown in the Bid Proposal by the total (sum of labor and material) price. In the event of a discrepancy between the total (sum of labor and material) price and the extensions, the total (sum of labor and material) price shall govern. The Owner shall also determine any alternate items as stipulated in the Bid Proposal to be performed and they will be included in the above summation. The right is reserved to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the Owner, its best interests will be served thereby.

The award of the work, if it is awarded, will be made as soon as is reasonably possible after the opening of the bids, to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the qualification of the bidder to whom it is proposed to award the contract.

The Owner reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. If the Contractor changes its position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Owner executing the Contract, the Contractor shall do so solely at its own risk and the Owner will not incur any liability from the Contractor's change of position.

The bidder to whom the work is awarded will be required to execute the Contract and to furnish the required Contract Bond and Certificates of Insurance within ten (10) calendar days from the date when the Notice of Award is communicated in writing to the successful bidder.

A Contract Bond in the amount of one-hundred percent (100%) of the Contract Price, with a corporate Surety approved by the Owner, will be required for the faithful performance of the Contract. The Contract Bond included herein should be used. The Contract Bond

shall remain in effect until the expiration of the one-year guarantee period as assurance of the guarantee herein stipulated. The Contract Bond shall also name the Ohio Department of Transportation as an additional obligee.

A bid guaranty, contract bond, payment bond, maintenance bond or any combination thereof executed by a surety not licensed, or a surplus lines company not approved, by the Superintendent of Insurance to execute such a bond in the State of Ohio shall be considered non-responsive and the bid shall be rejected.

## 9. INSURANCE

(a) Contractor's Liability Insurance. The Contractor shall purchase and maintain:

(i) Such liability and other insurance on an occurrence basis as will protect it and the Owner from claims set forth below which arise out of or result from the Contractor's execution of the work, whether such execution be by itself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(A) Claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

(B) Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance; and

(C) Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

In order to comply with this requirement, the Contractor shall furnish and attach to each executed set of the Contract Documents, a copy of the Workers' Compensation Certificate showing that the Contractor has paid its Workers' Compensation insurance premium. Renewal certificates shall be furnished as necessary during the life of the Contract.

(ii) A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, issued to the Contractor and protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under it, in the limits as set forth below. The policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

(A) Contracts in the amounts of \$100,000 or less shall require coverage in the amount of not less than \$1 million general aggregate and \$500,000 per occurrence.

(B) Contracts in excess of \$100,000 shall require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.

(C) The Business Automobile Liability policy shall cover owned, non-owned and hired vehicles and carry a \$1 million coverage amount.

(b) Builder's Risk

Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the certificate of completion, a Builder's Risk insurance policy in the amount equal to 100% (one hundred percent) to cover all Work in the course of construction including without limitation falsework, temporary buildings, and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall insure against perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the Owner's services and expenses required to limit further loss and shall include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. The policy shall specifically permit and allow for partial occupancy by the Owner prior to acceptance of the Work.

If the Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain sufficient builder's risk insurance coverage in the amount equal to 100% (one hundred percent) of the cost of the materials and equipment.

(c) Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.

(d) Certificates of Insurance acceptable to the Owner and naming the Owner as an additional insured shall be filed with the Owner prior to execution of the Contract. In no event shall any failure of the Owner to demand a copy of the required Certificate of Insurance be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained and naming the City as an additional insured. These certificates shall contain the following provision in the cancellation section by itself, without any other language or limitation: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will provide the City with notice pursuant to the policy provisions."

(e) The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of full completion. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

(f) Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of a loss, regardless whether the Contractor or the Owner, as the additional insured, files a claim.

(g) The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

#### 10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds and/or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney granting the authority for their signatures.

#### 11. NOTICE TO PROCEED/TIME OF COMPLETION

After award of the Contract, the City will issue to the successful bidder a Notice to Proceed, which notice shall provide written direction to the Contractor as to what work shall be performed. The Bidder must agree to commence work within ten (10) calendar days after the date of the Contract (Date of the Contract is the date of execution by the Owner) and be complete within ninety (90) days from the issuance of a Notice to Proceed. All work under the Contract, including all punch list items shall be fully complete by that time. The Owner reserves the right to issue a "Limited Notice to Proceed", which notice shall provide written direction to the Contractor as to a portion of the work that may or shall be commenced.

## 12. CONDITIONS OF WORK

Each bidder must be knowledgeable about the conditions relating to the construction of the Project and the employment of labor therefor. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

## 13. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder.

If any person contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, they may submit a written request for an interpretation thereof to Clyde R. Seidle, P.E., at [cseidle@hilliardohio.gov](mailto:cseidle@hilliardohio.gov). The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed, emailed, or delivered to each person receiving a set of such Contract Documents. Any such Addenda shall become part of the Contract Documents. The time for opening the bids shall be extended for one week if, within seventy-two (72) hours before the date set for the opening of bids, the Owner mails or otherwise furnishes to prospective bidders a modification of its plans, specifications, or cost estimate for the project. Requests for contract interpretation received within 72 hours prior to the time and date bids are due may be addressed by the City in an addendum at its sole discretion. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents. Documents received after 2:00 PM on Friday will be marked received on the following Monday. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under its bid as submitted.

## 14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though actually reproduced herein.

## 15. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have become thoroughly familiar with the plans and Contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

16. INCOME TAX

Pursuant to the laws of the City of Hilliard, there will be a tax collected by the City on all salaries, wages, commissions and other compensation earned by residents and non-residents of the City for work done or services performed or rendered in the City; and on the net profits earned on all businesses, professions, corporations or other activities, both resident and non-resident, as the result of work done or services performed or rendered in the City.

The current provisions for this tax are contained in Ordinance 94-10 of the City of Hilliard, Ohio and contained in Chapter 181 of the City's Codified Ordinances

Bidders are advised to become knowledgeable of their responsibilities under the aforementioned tax provisions. Information is available by contacting the Hilliard Tax Administrator, Hilliard Municipal Building, and by accessing the City's website at [www.hilliardohio.gov](http://www.hilliardohio.gov), under the City Code.

If this Project is being undertaken with another municipality, Contractor shall also pay tax to the respective City for work performed in that municipality. Taxes will be collected based upon location of work.

17. CONFLICTS OF INTEREST

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body of the localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest, or have any personal or pecuniary interest, directly or indirectly, in this Contract or the proceeds thereof.

18. OCCUPATIONAL SAFETY AND HEALTH ACT

Special attention of Bidders is also directed to the requirements of O.S.H.A. The successful Contractor will be required to observe all provisions of that Act, which are by reference included in the provisions of these specifications as if actually reproduced herein and shall be responsible for their enforcement.

19. ESTIMATE OF QUANTITIES

The quantities, if so listed in the Bid Schedule, Appendix A, are to be considered as approximate and are to be used for comparison of bids only. Quantities used for final payment will be based on actual used or calculated measurements, whichever is less. All field measurements of quantities used for payment shall be made by the Contractor in the presence of the Engineer or his authorized representative.

20. PAYROLL

The Contractor shall submit, on standard payroll forms, with original signature, a payroll for each week of the work. Before final payment will be made, these forms together with a letter certifying all payrolls have been submitted must be on file with the City.

21. RELEASE OF FINAL PAYMENT

The attention of the Contractor is directed to Section 19.6 and 20.1 of the following section titled "General Conditions."

Before the final payment will be released, the Contractor shall submit to the City of Hilliard an affidavit attesting under oath that all claims and obligations arising from performance of the work under this Contract have been paid, discharged or waived.

## GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND  
DETAIL DRAWINGS
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14. CHANGES IN CONTRACT PRICE
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20. ACCEPTANCE OF FINAL  
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23. INDEMNIFICATION
24. SEPARATE CONTRACTS
25. SUBCONTRACTING
26. ENGINEER'S AUTHORITY
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31. CLEAN UP AFTER COMPLETION
32. SANITARY REGULATIONS
33. NON-DISCRIMINATION IN  
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ACTION
34. REFERENCE STANDARDS
35. ESTIMATE OF QUANTITIES
36. "AS-BUILTS"
37. RECORDS & REPORTING  
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38. DRUG-FREE WORKPLACE
39. CLAIMS
40. MEDIATION
41. GOVERNING LAW
42. STANDARD OF CARE

### 1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.
- 1.3 BID – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 BIDDER – Any person, firm or corporation submitting a bid for the work.
- 1.5 BONDS – Bid Guaranty and Contract and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER – A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an

- adjustment in the Contract price or Contract time based upon the addition, deletion or revision in the work to be performed.
- 1.7 CONTRACT DOCUMENTS – The Contract, including Notice to Contractors, Information for Bidders, description of Project, bid schedule, bid proposal, Bid Bond, Contract Bond, general conditions, special and detail specifications, plans, and addenda.
  - 1.8 CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
  - 1.9 CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of work.
  - 1.10 CONTRACTOR – The person, firm, partnership, association or corporation with whom the owner has executed the Contract.
  - 1.11 PLANS – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
  - 1.12 ENGINEER – The City Engineer of Hilliard, Ohio or its designated Project representative.
  - 1.13 FIELD ORDER – A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during the construction.
  - 1.14 NOTICE OF AWARD – The written notice of the acceptance of the bid from the Owner to the bidder.
  - 1.15 NOTICE TO PROCEED – Written communication issued by the Owner to the Contractor authorizing it to proceed with the work and establishing the date of commencement of the work.
  - 1.16 OWNER – The City of Hilliard, Ohio.
  - 1.17 PROJECT – The subject of the Contract Documents which the Owner has hired Contractor to perform and complete.
  - 1.18 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a sub-contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
  - 1.19 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
  - 1.20 SUB-CONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
  - 1.21 SPECIAL SPECIFICATION – Modifications to general conditions and supplemental detail specifications.
  - 1.22 SUPPLIERS – Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor, other than delivery, at the site.
  - 1.23 WORK – All labor necessary to complete the Project and produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.24 WRITTEN NOTICE – Any notice to any party of the Contract relative to any part of the Contract, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to such party at its last given address, delivered in person to such party or its authorized representative, faxed to such party or its authorized representative with receipt confirmation; or e-mailed to such party or its authorized representative with receipt confirmation.

## 2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.

2.2 The additional drawings and instruction thus applied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

## 3. **SCHEDULES, REPORTS AND RECORDS**

3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable, as are required by the Contract Documents for the work to be performed.

3.2 Prior to the pre-construction meeting, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the Contractor will start the various parts of the work, estimated date of completion of each part and, as applicable, the following:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that it anticipates to invoice during the course of completing the Project.

## 4. **PLANS AND SPECIFICATIONS**

4.1 The intent of the plans and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

4.2 In the event of a conflict between the plans and specifications, the plans shall govern. Figure dimensions on plans shall govern over scale dimensions, and detailed plans shall govern over general plans.

4.3 Discrepancies discovered by Contractor between the plans and specifications and site conditions or any inconsistencies or ambiguities in the plans or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the contractor after discovering such discrepancies, inconsistencies or ambiguities and prior to the Engineer's approval or corrections, shall be done at the Contractor's risk and Contractor may have to redo the work at its own expense and without compensation by Owner.

4.4 The plans and specifications prepared for this Project are intended to be complete. Anything called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications, must be furnished by the Contractor as part of the Project as though appearing in both.

**5. SHOP DRAWINGS**

- 5.1 The contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from requirements in the Contract Documents shall be evidenced by a written change order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

**6. MATERIALS, EQUIPMENT, SERVICES, AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Unless specifically stated otherwise, all materials and equipment incorporated in the work shall be new, unused, and undamaged.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the sub-contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 All steel and iron products must meet the requirements of ODOT C&MS 106.09.

**7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The owner shall provide all inspection and testing services not included as a part of the work and services to be provided by Contractor.
- 7.3 The Contractor shall provide, at its expense, the necessary testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved

by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

- 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from its obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Owner and its representatives and agents will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 7.7 No work shall be covered prior to inspection, and approval to do so is required by the Engineer or its authorized representative. If any work is covered without inspection and without permission to do so, the Contractor, upon request of the Engineer or its authorized representative, shall uncover the work for inspection, at its own expense.
- 7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

## 8. **SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function, for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the sole discretion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.
- 8.2 In considering the suitability of substitutes, in addition to equality of substance and function, economy of maintenance and operation, availability of repair parts and duration of life shall be considered. In those instances in which a particular brand or make of material, device or equipment is required to be stated by the Contractor in the bid, the Contractor will be required to provide the item so indicated unless approved by the Engineer, by field order or change order.

## 9. **PATENTS**

- 9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold and save the Owner harmless from loss on account thereof. If the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

## 10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pole locations and other working points, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the special specifications. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in section 13, Changes in the Work.

## 11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees, and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.
- 11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and request that a change order be issued covering the changes and deviations involved, which may be issued upon just determination by the Owner.
- 11.4 The locations of utilities and structures, both surface and subsurface, are shown on the plans from data available at the time of survey and are not certified by the Owner to be complete or correct. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction, the Contractor shall use diligence in protecting from damage, all existing utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same in accordance with the directions of the Engineer and for any resulting contingent damage, including financial claims

- 11.5 The Contractor will be held responsible for any and all materials or work to the full amount of payments made thereon, and will be required to make good, at its own cost, any injury or damage which said materials or work may sustain from any source or cause whatsoever, before final acceptance thereof. During periods of wet, freezing or severe winter weather, the Contractor shall provide the necessary drainage, heating facilities and other protection for the work.

If upon notification, the Contractor fails to take positive action to correct the drainage, heating or protection deficiencies within 24 hours, the Owner will do so at the Contractor's expense. The cost of correcting the deficiencies will be deducted from the Contract Price.

**12. SUPERVISION BY CONTRACTOR**

- 12.1 The Contractor will supervise and direct the work and will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

**13. CHANGES IN THE WORK**

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

- 13.2 The Engineer also may, at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to change a Contract Price or Contract Time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or Contract Time within fourteen days (14) days. However, the Contractor shall not execute such changes pending the receipt of an executed Change Order or further written instructions from the Owner.

**14. CHANGES IN CONTRACT PRICE**

- 14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 15.1 The date of beginning and time for completion of the work are essential conditions of the Contract Documents and the work shall be commenced on a date specified in the notice to proceed.

- 15.2 The Contractor will proceed with the work at a rate of progress which will insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time stated in the Contract for the completion of the work described herein is a reasonable time, taking into consideration the nature of the work, its level of complexity, the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 15.3 If the Contractor fails to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages as specified in paragraph 15.5 for each calendar day that the Contractor shall be in default after the time stipulated above and for all expenses of engineering and inspection after the date set for completion. The Owner shall have the right to deduct all or any unpaid balance of said liquidated damages and engineering and inspection expenses from any money due the Contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his Surety. Such payment shall not relieve the Contractor or the Surety from any other obligations under the Contract.
- 15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer:
- 15.4.1 Any preference, priority or allocation order authorized and issued by the Owner which differs from the Contractor's bid.
- 15.4.2 Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, fires, floods, medical epidemics, quarantine restrictions, freight embargoes, and extreme, unforeseeable weather; and
- 15.4.3 Any delays of sub-contractors occasioned by any of the acts specified in paragraphs 15.4.1 and 15.4.2.

**15.5 SCHEDULE OF LIQUIDATED DAMAGES**

The Contractor shall complete the work within the time of completion stated in the Information for Bidders and on or before the calendar date specified in the Notice to Proceed, or on or before a later date determined and agreed to in writing by the Owner.

If the Contractor fails to complete the work within the time allowed in the Notice to Proceed or within an extended time granted by the Owner, there shall be for each calendar day that any work shall remain uncompleted after the completion date or extended completion date the sum specified hereinafter deducted from any money due the Contractor, not as a penalty but as liquidated damages. The City has adopted the ODOT Construction and Specifications Manual schedule of liquidated damages.

Original Contract Amount (Total Amount of the Bid)	Amount of Liquidated Damages To Be Deducted for Each Calendar Day of Overrun in Time		
	<u>From More Than</u>	<u>To and Including</u>	<u>Amount</u>
	\$0 .....	\$500,000.....	\$750.00
	\$500,000 .....	\$2,000,000.....	\$1,000.00
	\$2,000,000 .....	\$10,000,000.....	\$1,300.00
	\$10,000,000 .....	\$50,000,000.....	\$1,400.00

Over \$50,000,000 ..... \$1,900.00

Nothing contained in this Paragraph 15.5 shall preclude the Owner's recovery from Contractor of actual damages.

**16. CORRECTION OF WORK**

16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal and replacement.

16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

**17. SUBSURFACE CONDITIONS**

17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

17.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, the Owner may agree to an equitable adjustment which would then be reflected in the Contract Documents by a Change Order. Any claim of the Contractor for adjustment hereunder shall only be considered if the Contractor has given the required written notice; provided that the Owner may, if the Contractor determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**17.3 Work Stoppage Due to Hazardous Materials**

17.3.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a hazardous material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Engineer, and within 1 business day deliver written notice of the condition to the Engineer.

17.3.2 The Engineer will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected hazardous material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

17.3.3 The Contractor shall resume Work in the affected area upon written notice from the Engineer that (1) the suspect material was evaluated and found not to be or contain a hazardous material, or (2) the suspect material has been removed or rendered harmless.

17.3.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a hazardous material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

**18. SUSPENSION OF WORK, TERMINATION, AND DELAY**

- 18.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer. The notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Owner will adjust the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 Without prejudice to any other right or remedy and after giving the Contractor and the surety a minimum of seven (7) calendar days from delivery of written notice, the Owner may terminate the services of the Contractor for any of the following: (a) the Contractor is adjudged bankrupt or insolvent or a general assignment is made for the benefit of the creditors or a trustee or receiver is appointed for the contractor or for any of its property; (b) the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws; (c) the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (d) the Contractor fails to make prompt payments to sub-contractors for labor, materials or equipment; (e) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work; or (f) the Contractor disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents. In the event that the Owner terminates the services of the Contractor pursuant to this paragraph 18.2, the Owner may thereupon take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and finish the work by whatever method the owner deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After seven (7) calendar days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed.
- 18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) calendar days written notice to the Owner and the Engineer, stop the work until the Contractor has been paid all amounts then due, in which event and upon resumption of the work, written Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract

Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

18.6.1 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Price, or an extension of the Contract Time, or both:

18.6.1.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

18.6.1.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

18.6.1.3 on account of the delay of any Work not on the critical path.

18.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Price or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless (1) the delay is caused by the Owner and (2) the delay was not authorized or permitted under the Contract.

18.6.3 If the Owner is adjudged to have improperly terminated the Contract under this Paragraph 18, the termination will be deemed to have been a termination under Paragraph 18.4.

## 19. **PAYMENTS TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. All pay requests shall be submitted along with the completed form for payment located in the bidding documents. NOTE: PAYMENT OF COSTS FOR ELIGIBLE EXPENSES AS DETERMINED BY THE OWNER'S AWARD OF FUNDING FOR THIS FROM THE OHIO DEPARTMENT OF TRANSPORTATION SHALL BE SUBMITTED TO ODOT FOR PAYMENT on forms as provided by ODOT. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing to the Contractor that payment is approved and shall present the partial payment estimate to the Owner, or the Engineer will return the partial payment estimate to the Contractor as disapproved, indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation of an approved partial payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain eight percent (8%) of the amount of each payment until fifty percent (50%) of the work is completed. All labor performed and material incorporated in the work after the job is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the amount of additional labor and material furnished and approved and the amount previously retained shall be deposited in an escrow account. The funds in the escrow account are to be paid the Contractor at the same time and in the same manner as specified for payment of the retained amount in paragraph 19.5 of these General Conditions. Payment for material and equipment delivered and not incorporated shall be at the rate of ninety-two percent (92%) of invoice value of such material and equipment. Partial payment to the Contractor for work performed under a lump sum price shall be based on the schedule of quantities and cost submitted as required by paragraph 3.1 of these General Conditions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- 19.5 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- 19.6 The Contractor shall indemnify and save the Owner and the Owner's agents harmless from any and all claims arising out of the lawful demands of Sub-Contractors, laborers, workers, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations and claims of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents. In no event shall the provisions of this sentence be construed to impose any obligation upon the Owner to any of the Contractor, its surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

20. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 20.1 The acceptance by the Contractor of final payment shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and of others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Bonds.

21. **CONTRACT SECURITY**

- 21.1 The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Contract in a penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Ohio, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of the Contract Bond shall be borne by the Contractor and not reimbursable under this Contract. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in Ohio or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond(s) in such form and sum and

signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the owner. The contract bond shall name the Ohio Department of Transportation as an additional obligee.

**22. ASSIGNMENTS**

- 22.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or obligations thereunder, without written consent of the other party.

**23. INDEMNIFICATION**

- 23.1 To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Owner, the Owner's Engineer and their agents, representatives, consultants and employees and the Owner's elected officials and officers, from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable.
- 23.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workers compensation acts, disability benefit acts or other employee benefits acts.
- 23.3 The Contractor's indemnification obligation under Paragraph 23.1 will not be limited by any insurance policy provided or required in connection with the Project.
- 23.4 The Contractor's obligations under Paragraph 23.1 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist under applicable law.
- 23.5 The Contractor's indemnification obligation under Paragraph 23.1 will survive termination of the Contract and final acceptance of the Work.
- 23.6 The Owner may deduct from the Contract Price the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under Paragraph 23.1. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Price, the Contractor shall immediately pay the difference to the Owner.

**24. SEPARATE CONTRACTS**

- 24.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 24.2 The Owner may perform additional work related to the Project, or may let other contracts containing provisions substantially similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if performing the additional work),

reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate all work with theirs.

- 24.3 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the work of others involves additional expense or an extension of the Contract Time, a claim may be made through a request for a Change Order pursuant to paragraph 14 "Changes in Contract Price" in the General Standards.

25. **SUBCONTRACTING**

- 25.1 The Contractor may utilize the services of specialty sub-contractors on those parts of the work which, under normal contracting practices, are performed by specialty sub-contractors. All sub-contractors must be listed with the bid submitted by the Contractor on the form provided with a description of the type of work they will be performing. The Owner reserves the right to reject any or all proposed sub-contractors listed thereon before the bid is awarded. However, the Owner will give the bidder an opportunity to either (a) withdraw the bid or (b) substitute sub-contractors who are acceptable to the Owner, provided such substitution of sub-contractors does not change the amount of the bid. The Owner will not reject any listed sub-contractor after the Contract award has been made by the Owner.

- 25.2 The Contractor shall not award work to sub-contractor(s) in excess of seventy (70%) percent of the original Contract Price.

- 25.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its sub-contractor(s), and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

- 25.4 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to bind sub-contractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of sub-contractors and to give the Contractor the same power as regards to terminating any subcontract that the owner may exercise over the Contractor under any provisions of the Contract Documents.

- 25.5 Nothing contained in this Contract shall create any contractual relation between any sub-contractor and the Owner.

26. **ENGINEER'S AUTHORITY**

- 26.1 The Engineer shall act as the Owner's representative during the construction period. The Engineer shall answer questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

- 26.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

- 26.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 26.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

27. **LAND AND RIGHTS-OF-WAY**

- 27.1 Unless stated otherwise in the Contract or Bid Documents, the Owner shall obtain all land and rights-of-way that are necessary for carrying out and for completing the work pursuant to the Contract Documents, unless otherwise mutually agreed.
- 27.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The Contractor shall provide without expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
28. **MAINTENANCE GUARANTEE**
- 28.1 The Contractor shall guarantee all materials and equipment furnished, and work performed, for a period of one year from the date of final completion. The Contractor warrants and guarantees for a period of one year that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
29. **TAXES**
- 29.1 The Contractor will pay all sales, consumer, use, income and other similar taxes required by the law of the place where the work is performed.
30. **NIGHT, HOLIDAY, OR SUNDAY WORK**
- 30.1 No work shall be done on Sundays, national Holidays or before 7:30 a.m. or after 7:30 p.m. on any workday, except in case of emergencies, or when written permission or order is given because work items are of such a nature that they must be performed during these hours. The Director of Public Service shall authorize any work to be undertaken on Sundays, national Holidays or after 7:30 p.m.
31. **CLEANING UP AFTER COMPLETION**
- 31.1 When the work is completed, all areas disturbed by the contractor's operations shall be cleaned and restored as directed by the Engineer, to a neat and presentable condition.
32. **SANITARY REGULATIONS**
- 32.1 Suitable sanitary conveniences for the use of persons employed at the Project site, properly screened from the public observation, shall be provided and maintained by the Contractor.
33. **NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION**
- 33.1 See ODOT's 2013 Template and FHWA 1273 dated 05/14/2014, both attached hereto as Appendix D, for EEO provisions. There is a provision in Appendix D that **MUST** be completed by the Contractor.

The Contractor's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFE Part 60, Executive Order 11246.

Within thirty (30) days of the Pre-construction conference, the Contractor shall identify to ODOT the estimated TOTAL hours to be worked by each trade and by race and gender on this project. The Contractor is required to appoint an EEO/Affirmative Action Manager for the project.

34. **REFERENCE STANDARDS**

- 34.1 Reference to the standards or specifications of any technical society, organization or association, shall mean the latest standard or specification adopted and published sixty (60) days prior to the date of taking bids, unless specifically stated otherwise.

35. **ESTIMATE OF QUANTITIES**

- 35.1 The quantities listed in the Bid Schedule form are to be considered as approximate and are to be used only for the comparison of bids and used as the basis for computing amounts of security of penal sums of bonds to be furnished. The unit prices are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or decreased without in any way invalidating the unit bid prices.

36. **AS-BUILTS**

- 36.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit two (2) sets of "As-Built" plans upon completion of the work. "As-Built" plans shall show any changes to the plans in carefully drawn and lettered details, plans, notes, sketches, and/or dimensions as required to provide a complete and accurate record of the work.

37. **RECORDS AND REPORTING REQUIREMENTS**

Contractor shall provide Owner and the State of Ohio Department of Transportation with reports as required for compliance with the terms and conditions of this contract and with the award and use of federal transportation-aid funding.

38. **DRUGFREE WORKPLACE**

In accordance with Executive Order 2002-13T, contractor shall be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Ohio Bureau of Workers' Compensation, and require the same of any of its subcontractors.

39. **CLAIMS**

- 39.1 Claims by the Contractor must be initiated within ten (10) days after occurrence of the event giving rise to such Claim. Claims by the Contractor must be initiated by written notice to the Owner and the Engineer. Failure by the Contractor to present written claims within ten (10) days of the event giving rise to the claim shall constitute an express waiver of any rights to additional time, money or other relief.
- 39.2 Claims, disputes and other matters in question arising out of or relating to this Contract shall be referred initially to the Engineer for decision. Such matters shall, after initial decision by the Engineer or thirty (30) days after submission of the matter to the Engineer, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either

party. As used in this Contract, a "Claim" is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of this Contract.

39.3 Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payment in accordance with the Contract.

#### 40. **MEDIATION AND DISPUTES**

40.1 Any claim arising out of or related to the Project shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

40.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and the American Arbitration Association. The request may be made concurrently with the filing of legal or equitable proceedings but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of twenty-one (21) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

40.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hilliard, Ohio, unless another location is mutually agreed upon by the Contractor and Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 41. **APPLICATION AND GOVERNING LAW**

41.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

#### 42. **CONTRACTOR'S STANDARD OF CARE**

42.1 The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under applicable law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

## CONTRACT, PROPOSAL AND STANDARD DOCUMENTS

- |      |   |       |   |
|------|---|-------|---|
| 1.   | CONTRACT                                | 8(b)  | NOTICE TO UTILITIES                                 |
| 2.   | CERTIFICATE OF LAW<br>DIRECTOR          | 9(a). | NON-COLLUSION AFFIDAVIT                             |
| 3.   | CERTIFICATE OF CITY<br>FINANCE DIRECTOR | 9(b). | UNRESOLVED FINDING FOR<br>RECOVERY AFFIDAVIT        |
| 4    | INSURANCES                              | 9(c). | RESOURCES AND EXPERIENCE<br>OF BIDDER               |
| 5.   | NOTICE OF AWARD                         | 11.   | LIST OF SUBSTITUTIONS                               |
| 6A.  | "LIMITED" NOTICE TO<br>PROCEED          | 12.   | LIST OF SUBCONTRACTORS                              |
| 6B.  | "FULL" NOTICE TO PROCEED                | 13.   | AFFIDAVIT OF CONTRACTOR<br>PREVAILING WAGE (SAMPLE) |
| 7.   | BID PROPOSAL                            | 14.   | APPLICATION FOR PAYMENT                             |
| 8.   | BID GUARANTY & CONTRACT<br>BOND         | 15.   | APPLICATION FOR<br>SUBSTANTIAL COMPLETION           |
| 8(a) | NOTICE OF COMMENCEMENT                  |       |   |

# 1. CONTRACT

PAGE 1 of 2

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Hilliard, Ohio (the "City") and \_\_\_\_\_ (the "Contractor")

**WITNESSETH:** That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree as follows:

**ARTICLE I.** The Contractor, in consideration of the sums of money herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense, furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the **FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)** (the "Project") in accordance with the specifications and drawings with the Notice to Contractors, Information for Bidders, Special Specifications, Special Provisions (if any), General Conditions, Addenda, Appendices, Detailed Drawings and Bonds (collectively, "Bid Documents") attached hereto and made a part of this Contract. All work for the Project is to be fully completed to the satisfaction of the Engineer and to the acceptance of the City on or before the date for completion set forth in the Notice to Proceed and at the prices listed in the Bid Proposal and Bid Schedule, Appendix A of the Bid Documents.

**\*NOTE:** The date of this agreement will be the date of the signing of the contract by the City. The date will not be filled in by the Contractor when contractor signs the Contract.

Said \_\_\_\_\_ (Contractor) hereby further agrees to withhold City of Hilliard income taxes due or payable under the provisions of Ordinance No. 94-10 of the City of Hilliard, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City of Hilliard income taxes due under said Ordinance for services performed under this contract located in the City of Hilliard.

**ARTICLE II.** The City, in consideration of the full and faithful performance by Contractor, agrees that it will pay to said Contractor an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the prices and sums written into the Bid Schedule, Appendix A of the Bid Documents. Payments are to be made pursuant to the procedure outlined in sections 19 and 20 of the General Standards.

**ARTICLE III.** All requirements of the Bid Documents are incorporated herein by reference.

(continues on following page)

**IN TESTIMONY WHEREOF**, the said parties, each by a duly authorized representative, have hereunto set their hands the day and year first above written.

**CITY OF HILLIARD, OHIO**

By: \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Print \_\_\_\_\_

Title: \_\_\_\_\_

## 2. CERTIFICATE OF CITY LAW DIRECTOR

I hereby approve the form and correctness of the above agreement.

Date: \_\_\_\_\_, 2014.

---

Tracy L. Bradford  
Director of Law

## 3. CERTIFICATE OF CITY FINANCE DIRECTOR

It is hereby certified that the amount of \$ \_\_\_\_\_ required to meet the agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificates now outstanding.

Date: \_\_\_\_\_, 2014.

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David Delande  
Director of Finance

Authorizing Legislation: \_\_\_\_\_ Passed: \_\_\_\_\_ Effective: \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

#### **4. ATTACH ALL INSURANCES TO THIS SHEET**

Required attachments include Certificate of Liability Insurance and Certificate of Workers' Compensation coverage.

## 5. NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **PROJECT: FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**

The Owner has considered the bid submitted by you for the above-described Project in response to its Advertisement for Bids dated 9/11/2014, 9/18/2014, and 9/25/2014, and in the Information for Bidders.

You are hereby notified that your bid has been accepted.

You are required by the Information for Bidders to execute the Contract and to furnish the required Contract Bond, Certificate of Liability Insurance and Certificate of Workers' Compensation coverage within ten (10) calendar days from the date of this notice to you.

If you fail to execute the Contract within ten (10) calendar days from the date of this notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be allowed by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_, 2014  
City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

### **ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 2014

**6A. "LIMITED" NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 2015.

**This "Limited" Notice to Proceed does not grant permission to Contractor to \_\_\_\_\_.**

City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**ACCEPTANCE OF NOTICE**

Receipt of the above "Limited" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 20\_\_

**6B. "FULL" NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 2015.

City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**ACCEPTANCE OF NOTICE**

Receipt of the above "Full" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 2014

## 7. BID PROPOSAL

To the Director of Public Service of the City of Hilliard, Franklin County, Ohio.

After a careful examination of the Notice to Contractors, Specifications, Plans and Details and all other Contract Documents for the construction of:

### FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)

(said specifications, plans and details the same as are on file with the City) and after a careful examination of the site of the proposed work, together with such investigations as are necessary to determine the character and extent of the work, the undersigned does hereby propose and agree to furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the said work in full and in strict accordance with the said specifications, plans and details at the following prices, to wit:

Total Dollars in Numbers:        \$ \_\_\_\_\_ (Base Bid)

Total Dollars in Words: \_\_\_\_\_

In case a discrepancy exists between the above amount as written in numbers and in words, the amount as written in words shall govern.

Reference has been made to the attached Bid Schedule, Appendix A, and this Bid Proposal is made in conformance therewith.

If this proposal is accepted by the City and the undersigned shall fail, within a period of ten (10) days from the Notice of Award, to execute the attached Contract, then the City may, at its option, determine that the undersigned has abandoned its bid, and thereupon this Proposal shall be null and void.

The full names and residences of all persons, parties or corporation interested in the foregoing bid as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

Name of Company \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

## 8. BID GUARANTY & CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

(Not to be filled out if a certified check, cashier's check or letter of credit is submitted)

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

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_,  
(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Hilliard, Ohio, as the Owner and Obligee, and to the State of Ohio, Department of Transportation, in the penal sum of the dollar amount of the bid submitted by the Principal to undertake the Project known as **FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**.

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 one hundred percent (100%) of the bid, including any alternates which may be accepted. For the payment of the penal sum well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Principal has submitted a bid for the above referred to Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (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 connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and 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 Bid Guaranty the same as though set forth herein;

NOW ALSO, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, materialmen

and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety or its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or in or to the plans or specifications thereto.

**FURTHER**, it is expressly understood and agreed that this bond shall remain in full force and effect and continue as a guarantee of workmanship and materials for a period of one (1) year after completion of the Contract and final acceptance of the completed work by the Obligee.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and such of them as are officers of corporations have signed under proper authority from the corporation, the day and year first set forth above.

**PRINCIPAL:**

By \_\_\_\_\_

Its \_\_\_\_\_

**SURETY:**

By \_\_\_\_\_

Its \_\_\_\_\_

The foregoing is approved by:

**CITY OF HILLIARD, OHIO**

By \_\_\_\_\_  
Clyde R. Seidle, Director of Public Service

By \_\_\_\_\_  
David Delande, Director of Finance

**Approved as to form:**

\_\_\_\_\_  
Tracy L. Bradford, Director of Law

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the State of Ohio and shall furnish proof of such authorization in the Bid.

# 8(a) NOTICE OF COMMENCEMENT

## NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

O.R.C. 1311.252

State of Ohio            }  
                                  }ss:  
County of Franklin }

Notice is hereby given by Clyde R. Seidle, P.E., being first duly cautioned and sworn, the Director of Public Service/City Engineer of the City of Hilliard, of the commencement of a public improvement as follows:

- (1) The project name, location, and a number used by the City of Hilliard to identify the public improvement is:

### FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)

- (2) The name and address of the public authority is:

City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026

- (3) The name, address, and trade of the principal contractor on the public improvement is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (4) The date the public authority first executed a contract with a principal contractor for the public improvement was \_\_\_\_\_, 20\_\_\_\_\_.

- (5) The name and address of the surety for the principal contractor is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(continues on following page)

- (6) The name and address of the representative of the City of Hilliard upon whom service shall be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

City of Hilliard  
Director of Law  
3800 Municipal Way  
Hilliard, Ohio 43026  
(614) 876-7361, ext. 781

Signed:

\_\_\_\_\_  
Clyde R. Seidle, P.E.  
Director of Public Service/City Engineer  
City of Hilliard

**Approved as to form:**

\_\_\_\_\_  
Tracy L. Bradford  
Director of Law  
City of Hilliard

State of Ohio        }  
                          }ss:  
County of Franklin }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Clyde R. Seidle, P.E., Director of Public Service for the City of Hilliard, Ohio.

\_\_\_\_\_  
Notary Public

## 8(B) NOTICE TO UTILITIES

\_\_\_\_\_, 2014

\_\_\_\_\_ (Utility)

\_\_\_\_\_  
\_\_\_\_\_

Re: Notification of Public Improvement Project

To Whom it May Concern:

This letter serves as the 10 day notice to utilities, as required per Ohio Revised Code (ORC 153.64). You are hereby notified of the following public improvement project:

### **FRA-COSGRAY ROAD RRFB (PID 96841/CIP T-133)**

This project was awarded to \_\_\_\_\_ (Contractor). Contact information for Contractor is as follows:

Contractor \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address/Street \_\_\_\_\_  
City, State ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Mobile \_\_\_\_\_  
Email \_\_\_\_\_

Construction is expected to begin on \_\_\_\_\_, 2014. There is a pre-construction conference scheduled for the above-mentioned project on \_\_\_\_\_, 2014 at \_\_\_\_\_ m. at \_\_\_\_\_ (location). If any of your installations or facilities are affected by this improvement, a representative of your division or organization is invited to attend. Your cooperation in this matter is greatly appreciated.

Sincerely,

\_\_\_\_\_  
City Project Manager  
City of Hilliard  
(614) 334-2456

Cc: Clyde R. Seidle, P.E., Director of Public Service/City Engineer, City of Hilliard  
Contractor  
File

## 9(a) NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

\_\_\_\_\_, being first duly sworn,  
deposes and says that he/she is the

\_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.)

of \_\_\_\_\_ (Bidder)

the party making the foregoing Proposal or 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, or 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, or to fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the Owner awarding the Contract or 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 its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or the financial interest with said Bidder in its general business.

Signed:

By \_\_\_\_\_  
Its \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

**9(b). UNRESOLVED FINDING FOR RECOVERY AFFIDAVIT**

One of the affidavits below must be completed and included in the bid documents.

One.

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_

The undersigned, being first duly sworn, is the \_\_\_\_\_ (title and office) of \_\_\_\_\_ (company), and states that, upon inspection of all pertinent records, that the Auditor of the State of Ohio has not issued a finding for recovery against said company and which recovery is unresolved, pursuant to Section 9.24 of the Ohio Revised Code.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Two.

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_

The undersigned, being first duly sworn, is the \_\_\_\_\_ (title and office) of \_\_\_\_\_ (company), and states that the Auditor of the State of Ohio has issued a finding of recovery against the company, but, that under Section 9.24, said recovery is not unresolved pursuant to one or more of the following factors (initial those that apply):

\_\_\_\_\_ The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed.

\_\_\_\_\_ The debtor has entered into a repayment plan that is approved by the attorney general and the state agency or political subdivision to whom the money identified in the finding for recovery is owed. Documentation of the repayment plan as approved by the AG's office is required to be attached.

\_\_\_\_\_ The attorney general has waived a repayment plan for good cause shown.

\_\_\_\_\_ The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement. Documentation of the settlement agreement must be attached.

\_\_\_\_\_ The state agency or political subdivision desiring to enter into the contract with a debtor certifies, and the attorney general concurs, that all of the following are true:

- 1. Essential services the state agency or political subdivision is seeking to obtain from the debtor cannot be provided by any other person besides the debtor;
- 2. Awarding a contract to the debtor for the essential services described in (1) above is in the best interest of the state;
- 3. Good faith efforts have been made to collect the money identified in the finding of recovery.

\_\_\_\_\_ The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

## **10. RESOURCES & EXPERIENCE OF BIDDER**

**ODOT prequalification is required.**





**13. AFFIDAVIT OF CONTRACTOR  
OR SUB-CONTRACTOR**

**PREVAILING WAGES**

I, \_\_\_\_\_,

(Name of person signing affidavit)

(Title)

of the \_\_\_\_\_ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for the \_\_\_\_\_ **(Project)** during the following period from \_\_\_\_\_ to \_\_\_\_\_ is in accordance with the prevailing wage prescribed by the Contract Documents.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.



**15. City of Hilliard  
Application for  
Substantial Completion**

**FRA-COSGRAY ROAD RRFB**  
**(PID 96841/CIP T-133)**

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Substantial Completion has been achieved for: \_\_\_\_ Entire Project \_\_\_\_ The following:

\_\_\_\_\_.

Approved By City of Hilliard Engineer \_\_\_\_ YES \_\_\_\_ NO Date: \_\_\_\_\_

The Date of Substantial Completion of the WORK covered by this certificate is \_\_\_\_\_.

*“Substantial Completion” refers to designated work being sufficiently complete, in accordance with the contract documents, such that the owner may occupy and utilize the work for its intended purpose without disruption of significant interference by the Contractor in completing or correcting any remaining portions of the work.*

*Any items in the work not completed by the date of this document shall be officially accepted as complete at the time of final payment. A one-year warranty on those items shall be in effect from the date of final payment.*

*Owner will provide the contractor with a Punch List of items to be completed or corrected prior to the Owner’s issuing of the final payment. The Punch List does not alter the Contractor’s responsibility to complete or correct all work in full compliance with the contract documents.*

**APPENDIX A  
BID SCHEDULE**

FRA-COSGRAY ROAD RRFB (PID 98641/CIP T-133) BID FORM

REF #	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>ROADWAY</b>						
1	201E11000	CLEARING AND GRUBBING	1	LUMP		
2	202E23010	PAVEMENT REMOVED, ASPHALT	330	SY		
3	202E98100	REMOVAL MISC.: Bollard removed	10	EACH		
4	203E10000	EXCAVATION	58	CY		
5	203E20000	EMBANKMENT	32	CY		
6	204E10000	SUBGRADE COMPACTION	590	SY		
7	607E98000	FENCE, MISC.: Wood Fence, As Per Plan	151	FT		
8	608E52010	CURB RAMP, TYPE A1	332	SF		
9	608E97200	CURB RAMP, MISC.: Detectable Warning, Type E, as per plan	2	EACH		
10	659E00301	TOPSOIL, AS PER PLAN	8	CY		
					<b>ROADWAY SUBTOTAL:</b>	
<b>EROSION CONTROL</b>						
11	659E10001	SEEDING AND MULCHING, AS PER PLAN	2058	SY		
12	659E20000	COMMERCIAL FERTILIZER	0.3	TON		
13	659E35000	WATER	11	MGAL		
14	832E30000	EROSION CONTROL	3000	EACH	\$1.00	\$3,000.00
					<b>EROSION CONTROL SUBTOTAL:</b>	
<b>PAVEMENT</b>						
15	304E20000	AGGREGATE BASE	102	CY		
16	448E47020	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	32	CY		
17	609E26000	CURB, TYPE 6	304	FT		
18	251E01001	PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	50	SY		
					<b>PAVEMENT SUBTOTAL:</b>	
<b>LIGHTING</b>						
19	625E14000	LIGHT POLE FOUNDATION, 24" X 6' DEEP	2	EACH		
20	625E25400	CONDUIT, 2", 725.04	50	FT		
21	625E25902	CONDUIT, JACKED OR DRILLED, 725.04	50	FT		
22	625E26251	LUMINAIRE, CONVENTIONAL, AS PER PLAN, LED, Type II, 120 V	2	EACH		
23	625E29000	TRENCH	38	FT		
24	625E30700	PULL BOX, 725.08, 18"	2	EACH		
25	625E32000	GROUND ROD	2	EACH		
					<b>LIGHTING SUBTOTAL:</b>	

FRA-COSGRAY ROAD RRFB (PID 98641/CIP T-133) BID FORM

	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
		<b>TRAFFIC CONTROL</b>				
26	621E10000	RPM, LOW PROFILE, YELLOW/YELLOW	20	EACH		
27	621E54000	RAISED PAVEMENT MARKER REMOVED	4	EACH		
28	630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST	168	FT		
29	630E08600	SIGN POST REFLECTOR	4	EACH		
30	630E80100	SIGN, FLAT SHEET	67.5	SF		
31	630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	5	EACH		
32	630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	5	EACH		
33	630E97700	SIGNING, MISC.: Rectangular Rapid Flashing Beacon (RRFB) Sign	2	EACH		
34	644E00104	EDGE LINE, 6"	0.01	MILE		
35	644E00300	CENTER LINE	0.01	MILE		
36	644E00601	CROSSWALK LINE, AS PER PLAN	27	FT		
37	644E01410	WORD ON PAVEMENT, 96"	2	EACH		
38	644E01620	BIKE CROSSING SYMBOL	2	EACH		
39	644E20800	YIELD LINE	20	FT		
40	644E30000	REMOVAL OF PAVEMENT MARKING	174	FT		
					<b>TRAFFIC CONTROL SUBTOTAL:</b>	
		<b>TRAFFIC SIGNALS</b>				
41	632E30980	SIGNAL CABLE, 3 CONDUCTOR, NO. 10 AWG	125	FT		
42	632E40300	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	110	FT		
43	632E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	130	FT		
44	632E67200	POWER CABLE, 2 CONDUCTOR, NO. 8 AWG	60	FT		
45	632E70000	POWER SERVICE	1	EACH		
					<b>TRAFFIC SIGNALS SUBTOTAL:</b>	
		<b>LANDSCAPING</b>				
46	661E20070	DECIDUOUS SHRUB, 30" HEIGHT, Gro-low Fragan Sumac	29	EACH		
47	661E30070	EVERGREEN SHRUB, 2.5' HEIGHT, Saybrook Gold Juniper	25	EACH		
48	661E99900	PLANTING, MISC.: Evergreen Tree Relocated	1	EACH		
					<b>LANDSCAPING SUBTOTAL:</b>	
		<b>MISCELLANEOUS</b>				
49	614E11000	MAINTAINING TRAFFIC	1	LUMP		
50	623E10000	CONSTRUCTION LAYOUT STAKES	1	LUMP		
51	624E10000	MOBILIZATION	1	LUMP		
					<b>MISCELLANEOUS SUBTOTAL:</b>	
					<b>BID TOTAL:</b>	

**APPENDIX B**  
**ATTACH SPECIAL SPECIFICATIONS**

Design Requirements for Plant Mix Pavements (Light)

**PN 418 – 7/15/2005 - DESIGN REQUIREMENTS FOR PLANT MIX PAVEMENTS  
(LIGHT)**

On this project, design all 301 bases and asphalt concrete requiring 441 for LIGHT traffic volumes.

Designer's Note: Use this note on all projects having 301, 424, 446, 448, SS 826 or SS 857 where the number of trucks (ADT x T24) in the current traffic is less than 50. Questions concerning this note should be directed to the Office of Pavement Engineering 614-995-5990.

## **APPENDIX C**

### **DETAILED SPECIFICATIONS & STANDARD DRAWINGS**

Item 607 Wood Fence, As Per Plan

Item 202 Pavement Removed, Asphalt

City of Hilliard Traffic Control Notes and Details (TC-1)

Item 607E98000 FENCE, MISC.: Wood Fence, As Per Plan  
FRA - Cosgray Road RRFB (PID 96841/CIP T-133)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wood fence along recreational trail

1.2 REFERENCES

- A. State of Ohio, Department of Transportation (ODOT), Construction and Materials Specifications, 2005.

PART 2 PRODUCTS

2.1 POSTS

- A. Posts shall be 6"-7" x 7'-6" flat one side line post, pressure treated ground contact ACQ, S.Y.P., Space posts at 8' o.c. Posts will extend 4' above grade.
- B. Rails shall be full 1"x6"x16' dimensional, rough-hewn poplar, treated above ground ACQ. Fence will have four (4) rails.
- C. Face Board shall be full 1"x6"x36" dimensional, rough-hewn poplar, treated above ground ACQ, one per post.
- D. Fasteners: Fasten boards with 2-1/2" hot-dipped galvanized square head wood screws, three per rail end. Face boards shall have a minimum of 8 screws per board.

2.2 BACKFILL

- A. Backfill around augered posts shall be ODOT #57 stone around all posts.

PART 3 EXECUTION

3.1 POST INSTALLATION

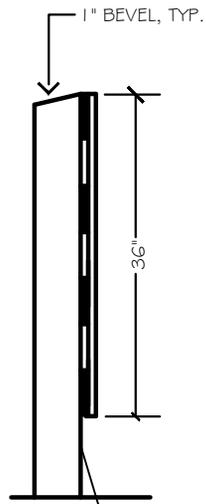
- A. Wood fence posts can be augered or driven in.

3.2 BACKFILL FOR AUGERED POSTS

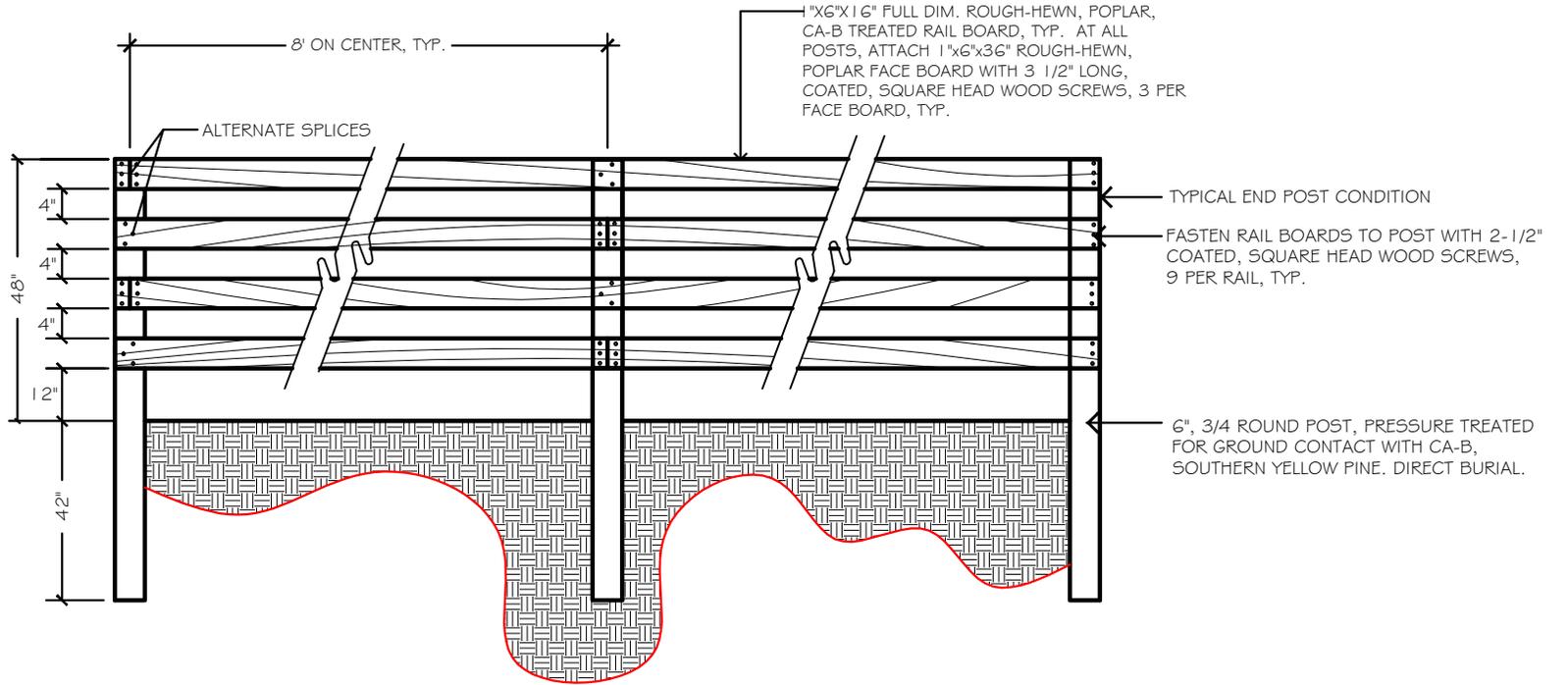
- A. Backfill and compact ODOT #57 stone.
- B. Backfill for end post shall be class C concrete.

3.3 TIMBER CUT

- A. 1" bevel on top of posts as shown on drawings.



1"x6"x36" FACE BOARD AT POST, TYP.



1"x6"x16" FULL DIM. ROUGH-HEWN, POPLAR, CA-B TREATED RAIL BOARD, TYP. AT ALL POSTS, ATTACH 1"x6"x36" ROUGH-HEWN, POPLAR FACE BOARD WITH 3 1/2" LONG, COATED, SQUARE HEAD WOOD SCREWS, 3 PER FACE BOARD, TYP.

TYPICAL END POST CONDITION

FASTEN RAIL BOARDS TO POST WITH 2-1/2" COATED, SQUARE HEAD WOOD SCREWS, 9 PER RAIL, TYP.

6", 3/4 ROUND POST, PRESSURE TREATED FOR GROUND CONTACT WITH CA-B, SOUTHERN YELLOW PINE. DIRECT BURIAL.

Item 202 Pavement removed, asphalt. In addition to the requirements of Item 202, the contractor shall remove the existing asphalt pavement to the limits shown in the plans and cross sections. Additionally, the contractor shall remove existing aggregate base below the pavement to the proposed subgrade elevation. This work, including but not limited to all labor, material, equipment and incidentals shall be included in the unit price bid for Item 202 Pavement removed, asphalt.

## City of Hilliard Sign Specifications

### Street Name Signs - General Specifications

Plan Designation: Item 630 Street Name Sign, Type ( ), As Per Plan

Plan Unit: Per Each

Plan Payment: Payment for each street name sign shall include brackets, stiffeners, stickers, and all incidental hardware to mount the street name sign(s) on the designated support type.

Submittals: Sign Fabricator shall submit preliminary layout of street name signs to the City of Hilliard Engineer ([lschamp@hilliardohio.gov](mailto:lschamp@hilliardohio.gov)) or the City of Hilliard sign shop ([signshop@hilliardohio.gov](mailto:signshop@hilliardohio.gov)) before manufacturing signs. Layout shall be to scale and shall include all dimensions. Failure to submit a scaled layout could result in rejection of the street name sign and replacement will be at the manufacturer's expense.

New Street Name Approval & Submittals: All new street names shall be submitted to the City of Hilliard for pre-approval (email: [mkelnhofer@hilliardohio.gov](mailto:mkelnhofer@hilliardohio.gov)). For any street name greater than ten (10) characters (including prefix or suffix), a sign layout in accordance with these specifications shall be submitted prior to pre-approval of a new street name to ensure that the street name can adequately fit on the maximum sign blade without modification to font, lettering size, or standard spacing.

The following specifications apply to all street name signs in the City of Hilliard:

- All street name signs shall be made on an aluminum sign blank (0.0080 thickness).
- All street name signs shall use a white retroreflective sheeting made with prisms (ASTM D4956 Type IV or VIII as designated for each sign type provided below) with a blue electrocut film (color: 1175 - FHWA Blue) to create a blue sign with white lettering.
- Street name legends, prefixes, and suffixes shall be printed Federal Highway Administration, Office of Transportation Operations' Clearview Font Type 2-W using standard letter spacing. Legends, prefixes, and suffixes shall be centered horizontally and vertically on the sign face. If a street name contains a drop letter (y, p, j, etc.), the name shall be shifted 1/2" up on the sign face. Lettering sizes and clear spacing shall conform to the various sign types provided below.
- A modified Clearview Font is only permitted for existing street names in order to fit on the maximum sign blades designated for the various sign types provided below. All new street names shall comply with the standard provisions established herein.
- All street name sign installations shall include a City of Hilliard identification sticker, which provides the month and year that the sign is installed. Stickers shall be obtained from the City of Hilliard sign shop (contact: Dave Dale - (614) 334-2355).

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**TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS  
GENERAL SPECIFICATIONS**

<b>CITY OF HILLIARD, OHIO</b>	
STANDARD CONSTRUCTION DRAWING	
1/12	TC-1

DATE: December 5, 2012

SCALE: N.T.S.

## City of Hilliard Sign Specifications

### Street Name Signs - General Specifications (cont.)

These standards shall apply to all public street intersections and to intersections of a public street with a named private driveway. Non-reflective public or private street name signs within the public right-of-way are prohibited on new installations. Existing street name signs that do not meet these standards shall be upgraded as part of the normal city sign maintenance schedule.

- At locations where a named private driveway intersects a public street, the word "Private" shall be positioned beneath the private street name as shown in the example below.



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**TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS**

**CITY OF  
HILLIARD, OHIO**

STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

GENERAL SPECIFICATIONS

2/12

TC-1

City of Hilliard Street Name Sign Reference Table

Type of Intersection	Speed Limit of Major Street	Installation			Post, Anchor & Bracket			Sign Size & Layout				
		Type of Mounting	Number of signs per intersection (min)	Vertical Clearance of Sign from Street	Post Type (galvanized; black in Old Hilliard)	Anchor Type (galvanized)	Bracket Type (galvanized; black in Old Hilliard)	Sign Blade Height	Sign Blade Max Length	Initial Upper Case Letter Height	1/2-inch Rounded Border	Single or Double Sided
<b>Type A - Signalized - Mast Arm</b> (all new City signal installations)	any	Overhead (On Mast Arm)	one per arm	on arm	N/A	N/A	Band or Cable-Mntd	20"	96"	12"	Yes	Single
<b>Type B - Signalized - Strain Pole</b> (existing signals or former FCEO signals)	Any	Side/Corner (On Strain Pole)	2 signs on 2 poles (opposite corners)	15'	N/A	N/A	2 cantilevered brackets & double-tee stiffeners (4 bands per sign)	20"	72"	9"	No	Double
<b>Type C - Roundabout</b>	Any	2 Posts per sign (in splitter islands)	one sign per splitter island	5'	2" square x 14 gauge galvanized w/ rain caps	2-1/4" square x 42" long; 8" min lap	N/A	16"	72"	7"	Yes (& chevron-arrow)	Single
<b>Type D - Unsignalized - Arterial or Collector - high speed</b> (includes subdivision street at Arterial/Collector - e.g. Dublin Rd cross streets)	40+ MPH	Side/Corner & Cantilevered (On Post)	1 sign @ T intersection; 2 signs @ X intersection	12'	2" square x 12 gauge galvanized w/ rain caps	2-1/4" square x 48" long; 18" min lap	2 cantilevered brackets & double-tee stiffeners	16"	72"	8"	No	Double
<b>Type E - Unsignalized - Arterial or Collector - low speed</b> (includes subdivision street at Arterial/Collector - e.g. Cemetery Rd cross streets)	25 - 35 MPH	Side/Corner & Cantilevered (On Post)	1 sign @ T intersection; 2 signs @ X intersection	12'	2" square x 12 gauge galvanized w/ rain caps	2-1/4" square x 48" long; 18" min lap	2 cantilevered brackets & double-tee stiffeners	12"	72"	6"	No	Double
<b>Type F - Unsignalized - Subdivision</b> (e.g. internal subdivision streets - <u>not</u> primary street intersection with arterial or collector)	25 MPH	Side/Corner & Cross-Mounted (On Post)	One (2 if street name changes at cross street)	10'	2" square x 12 gauge galvanized - <u>without</u> rain caps	2-1/4" square x 30" long; 8" min lap	12" square post bracket & 12" cross piece bracket	9"	60"	5"	Yes	Double

Note:

SNS legends, prefixes, and suffixes shall be printed in FHWA Clearview Font Type 2-W using standard horizontal letter spacing and edge spacing. Lettering size and space reductions are permitted only on existing street names. New subdivision street names shall comply with all standards.

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TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS

CITY OF  
HILLIARD, OHIO

STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

REFERENCE TABLE

3/12

TC-1

**Type A Street Name Signs**

Type A signs are to be installed at all signalized intersections with mast arms.

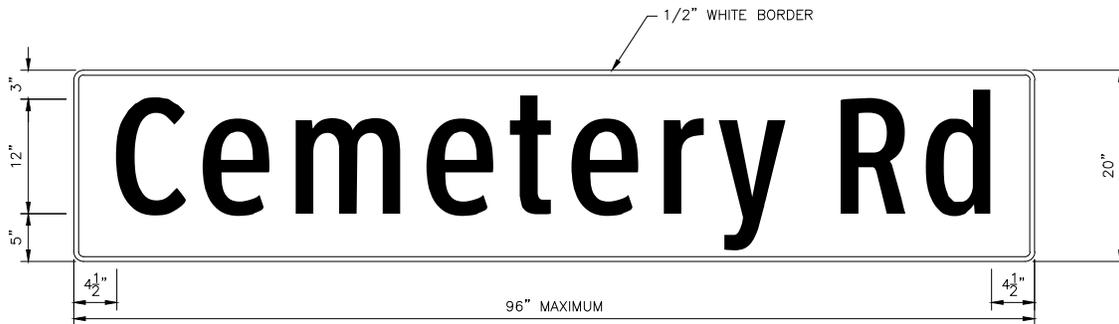
**Installation.** Signs shall be mounted on the mast arm. The preferred location is centered between signal heads as far left as possible over the oncoming lanes of traffic. One sign per arm.

**Brackets.** No brackets are required for Type A installations. Each sign shall be mounted to the arm using a band or cable-mounted system (Astro-Brac or approved equal).

**Sign Size.** The sign blade shall be 20" high. Maximum sign blade length shall be 96".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 12". Prefixes and suffixes shall be the same size as the legend. A 1/2-inch white border with rounded corners shall be provided. A 4 1/2 -inch clear space shall be provided between the edge of the sign and the edge of the first and last letter (horizontally). The sign shall be single sided with the backs of the signs painted black.



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TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS

CITY OF  
HILLIARD, OHIO  
STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

TYPE A

4/12

TC-1

**Type B Street Name Signs**

Type B signs are to be installed at all signalized intersections with strain poles.

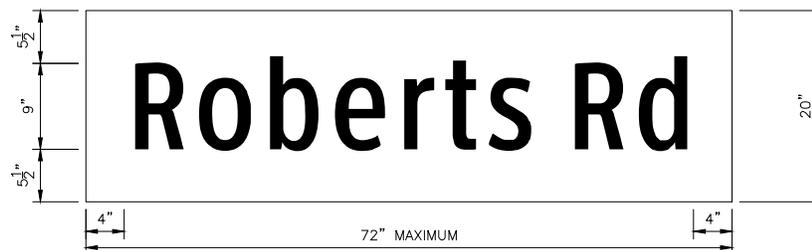
**Installation.** Signs shall be mounted on opposite corners on the traffic signal strain pole. Judgment may be used in determining the appropriate location based on visibility. Two signs may be installed per pole. The vertical clearance between the adjacent ground and the bottom of the lowest sign shall be 15 feet.

**Brackets.** Two cantilevered square brackets and double tee stiffeners (Sign-Fix, Xcessories Squared, or approved equal) shall be used. Each sign shall be banded to the vertical pole using four bands.

**Sign Size.** The sign blade shall be 20" high. Maximum sign blade length shall be 72".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 9". Prefixes and suffixes shall be the same size as the legend. No border shall be used for signs that use cantilevered brackets for installation. A 4-inch clear space shall be provided between the edge of the sign and the edge of the first and last letter (horizontally). The sign shall be double sided.



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**TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS**

**CITY OF  
HILLIARD, OHIO**  
STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

TYPE B

5/12

TC-1

**Type C Street Name Signs**

Type C signs are to be installed at all roundabout locations.

**Installation.** Signs shall be mounted in the splitter islands with one sign per island at each leg of the roundabout. The vertical clearance between the adjacent top of curb and the bottom of the sign shall be 5 feet. The horizontal clearance between the edge of the sign and the face of the splitter island curb shall be 2' minimum.

**Brackets.** No brackets are used for Type C sign installations.

**Post/Anchor.** Type C street name sign supports shall be two 2-inch square x 14 gauge square galvanized posts with die-cut knock-outs (typical regulatory sign posts). Pyramid rain caps shall be used. A single break-away anchor shall be used for each post. Anchors shall be 2 ¼-inch square, 42 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 8 inches minimum.

**Sign Size.** The sign blade shall be 16" high. Maximum sign blade length shall be 72".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 7". Prefixes and suffixes shall be the same size as the legend. A ½-inch white border with rounded corners and a chevron-style arrow shall be provided. A 3 ½ -inch clear space shall be provided between the edge of the sign and the edge of the first (horizontally). The sign shall be single sided.



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<p><b>TRAFFIC CONTROL NOTES AND DETAILS STREET NAME SIGNS</b></p> <p>TYPE C</p>	<p><b>CITY OF HILLIARD, OHIO</b></p>	
	<p>STANDARD CONSTRUCTION DRAWING</p>	
	<p>6/12</p>	<p>TC-1</p>

DATE: December 5, 2012
SCALE: N.T.S.

**Type D Street Name Signs**

Type D signs are to be installed at unsignalized intersections along arterial or collector streets with speed limits of 40 mph or greater. This includes intersections of a primary subdivision street and the arterial/collector street. Examples include the intersections of Alton Darby Road/Strider Lane and Dublin Road/River Landings Blvd.

**Installation.** At four-way intersections, two pairs of signs should be installed, mounted on opposite corners. At three-way (tee) intersections, one pair of signs should be installed. Judgment may be used in determining the appropriate location based on visibility. Two signs should be installed per pole. The vertical clearance between the adjacent ground and the bottom of the lowest sign shall be 12 feet. Signs shall be erected so that one sign does not block visibility of the other sign.

**Brackets.** Two cantilevered square brackets and double tee stiffeners (Sign-Fix, Xcessories Squared, or approved equal) shall be used.

**Post/Anchor.** Type D street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps shall be used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 48 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 18 inches minimum.

**Sign Size.** The sign blade shall be 16" high. Maximum sign blade length shall be 72".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 8". Prefixes and suffixes shall be the same size as the legend. No border shall be used for signs that use cantilevered brackets for installation. A 4-inch clear space shall be provided between the edge of the sign and the edge of the first and last letter (horizontally). The sign shall be double sided.



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<p><b>TRAFFIC CONTROL NOTES AND DETAILS STREET NAME SIGNS</b></p>	<p><b>CITY OF HILLIARD, OHIO</b></p>	
	<p>STANDARD CONSTRUCTION DRAWING</p>	
<p>DATE: December 5, 2012</p>	<p>7/12</p>	<p>TC-1</p>
<p>SCALE: N.T.S.</p>	<p>TYPE D</p>	

**Type E Street Name Signs**

Type E signs are to be installed at unsignalized intersections along arterial or collector streets with speed limits of 35 mph or less. This includes intersections of a primary subdivision street and the arterial/collector street. Examples include the intersections of Avery Rd/Dixon Dr, Davidson Road/Heather Ridge Dr, and Scioto Darby Rd/Hoffman Farms Dr.

**Installation.** At four-way intersections, two pairs of signs should be installed, mounted on opposite corners. At three-way (tee) intersections, one pair of signs should be installed. Judgment may be used in determining the appropriate location based on visibility. Two signs should be installed per pole. The vertical clearance between the adjacent ground and the bottom of the lowest sign shall be 12 feet. Signs shall be erected so that one sign does not block visibility of the other sign.

**Brackets.** Two cantilevered square brackets and double tee stiffeners (Sign-Fix, Xcessories Squared, or approved equal) shall be used.

**Post/Anchor.** Type E street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps shall be used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 48 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 18 inches minimum.

**Sign Size.** The sign blade shall be 12" high. Maximum sign blade length shall be 72".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 6". Prefixes and suffixes shall be the same size as the legend. No border shall be used for signs that use cantilevered brackets for installation. A 3-inch clear space shall be provided between the edge of the sign and the edge of the first and last letter (horizontally). The sign shall be double sided.



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**TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS**

**CITY OF  
HILLIARD, OHIO**  
STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

TYPE E

8/12

TC-1

**Type F Street Name Signs**

Type F signs are to be installed at unsignalized intersections within subdivisions with speed limits of 25 mph only. Type F signs apply to internal neighborhood streets, not the intersection of the primary subdivision street and the arterial/collector street.

**Installation.** One pair of signs should be installed unless the street name changes on either side of a street. Judgment may be used in determining the appropriate location based on visibility. Two signs should be installed per post. The vertical clearance between the adjacent ground and the bottom of the lowest sign shall be 10 feet.

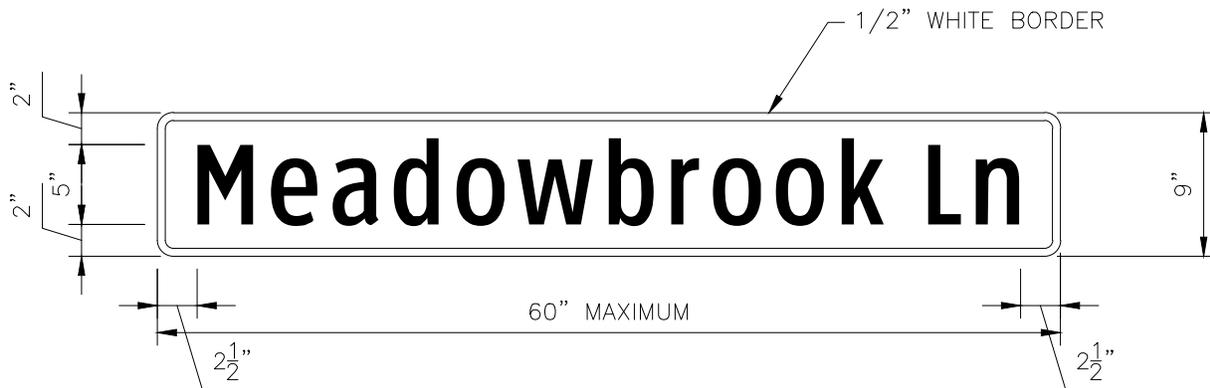
**Brackets.** One 12-inch square post bracket and one 12-inch cross piece bracket shall be used. Note: Type F signs are mounted using a cross-mounted system, not cantilevered like Type D and Type E street name signs.

**Post/Anchor.** Type F street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps are not used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 30 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 8 inches minimum.

**Sign Size.** The sign blade shall be 9" high. Maximum sign blade length shall be 60".

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type IV (3M High Intensity Prismatic 3930, Avery Dennison High Intensity Prismatic T-6500, or approved equal).

**Sign Layout.** The initial upper case letter height shall be 5". Prefixes and suffixes shall be the same size as the legend. A ½-inch white border with rounded corners shall be provided. A 2 ½ -inch clear space shall be provided between the edge of the sign and the edge of the first and last letter (horizontally). The sign shall be double sided.



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TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS

CITY OF  
HILLIARD, OHIO  
STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

TYPE F

9/12

TC-1

## **Street Name Sign Support and Anchor Specifications**

Plan Designation: Item 630 Street Name Sign Support and Anchor (Type \_\_\_\_), As Per Plan

Plan Unit: Per Each

Plan Payment: Payment for each street name sign support shall include the appropriate length anchor and the appropriate post length required to obtain the required minimum lap length and the proper vertical clearance for the various street name sign types. Payment for the sign supports shall include the pyramid rain caps, rivets, bolts, nuts, and all incidental hardware needed for a complete installation.

**Type A Street Name Sign Supports and Anchors** . Type A street name signs are installed on mast arms at signalized intersections. A separate support and anchor are not required.

**Type B Street Name Sign Supports and Anchors** . Type B street name signs are installed on strain poles at signalized intersections. A separate support and anchor are not required.

**Type C Street Name Sign Supports and Anchors** . Type C street name sign supports shall be two 2-inch square x 14 gauge square galvanized posts with die-cut knock-outs (typical regulatory sign posts). Pyramid rain caps shall be used. A single break-away anchor shall be used for each post. Anchors shall be 2 ¼-inch square, 42 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 8 inches minimum.

**Type D Street Name Sign Supports and Anchors** . Type D street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps shall be used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 48 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 18 inches minimum.

**Type E Street Name Sign Supports and Anchors** . Type E street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps shall be used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 48 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 18 inches minimum.

**Type F Street Name Sign Supports and Anchors** . Type F street name sign supports shall be 2-inch square x 12 gauge square galvanized posts with die-cut knock-outs. Pyramid rain caps are not used. A single break-away anchor shall be used. Anchors shall be 2 ¼-inch square, 30 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 8 inches minimum.

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**TRAFFIC CONTROL  
NOTES AND DETAILS  
STREET NAME SIGNS  
SUPPORT & ANCHOR  
SPECIFICATIONS**

**CITY OF  
HILLIARD, OHIO**  
STANDARD  
CONSTRUCTION DRAWING

DATE: December 5, 2012

SCALE: N.T.S.

10/12

TC-1

## Regulatory, Warning, and Guide Signs - General Specifications

Plan Designation: Item 630 Sign, Flat Sheet (ASTM Type \_\_\_\_), As Per Plan

Plan Unit: Per SF

Plan Payment: Payment for Sign, Flat Sheet shall be per square foot and shall include the City of Hilliard identification stickers.

All sign installations shall include a City of Hilliard identification sticker, which provides the month and year that the sign is installed. Stickers shall be obtained from the City of Hilliard sign shop (contact: Dave Dale (614) 334-2355).

**Sign Material.** Sign sheeting material shall comply with ASTM D4956 Type VIII (3M Diamond Grade LDP 3970, Avery Dennison MVP Prismatic T-7500, or approved equal) for the following types of signs:

- School Zone Speed Limit signs
- School Crossing/Warning signs and placards
- Pedestrian and Bicycle Warning signs
- STOP signs along or intersecting arterial/collector streets
- YIELD signs at roundabouts

Sign sheeting material shall comply with ASTM D4956 Type IV (3M High Intensity Prismatic 3930, Avery Dennison High Intensity Prismatic T-6500, or approved equal) for all other types of signs.

**Reflective Strips.** 2-inch wide reflective sheeting strips shall be used on all sign posts located in raised medians for emphasis and to increase visibility; these reflective strips may be used on sign posts at other locations as determined by the City of Hilliard.

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DATE: December 5, 2012	TRAFFIC CONTROL NOTES AND DETAILS REGULATORY, WARNING & GUIDE SIGNS GENERAL SPECIFICATIONS	CITY OF HILLIARD, OHIO	
		STANDARD CONSTRUCTION DRAWING	
		11/12	TC-1

SCALE: N.T.S.

**Regulatory, Warning, and Guide Signs - Support and Anchor Specifications**

Plan Designation: Item 630 Ground Mounted Sign Support, As Per Plan

Plan Unit: Per Linear Foot

Plan Payment: Payment for each ground mounted sign support shall include the appropriate length post to obtain an 8-inch minimum lap length into the anchor and the proper vertical clearance as indicated below. Payment for the sign supports shall include the anchors, pyramid rain caps, rivets, bolts, nuts, and all incidental hardware needed for a complete installation.

Sign Supports. All sign supports shall be 2-inch by 14 gauge square galvanized posts with die cut knockouts (Telespar quik-punch signposts or approved equal) and a single breakaway anchor. Pyramid rain caps shall be used.

Anchors. Anchors shall be 2 ¼-inch square, 42 inches long, and embedded such that 2 inches of the anchor remains above ground level. The overlap of the post within the anchor sleeve shall be 8 inches minimum.

Vertical Clearance. Signs shall be erected with a 7-foot vertical clearance between the edge of the pavement or top of curb and the bottom of the primary sign, unless otherwise stated in the plans. For signs with more than one sign on a post, the vertical clearance for any secondary sign or placard may be between 5 feet and 7 feet. No signs shall be erected with less than a 5-foot vertical clearance.

Horizontal Clearance. Horizontal clearance for both curb and open ditch street sections shall be per OMUTCD standards.

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	<p style="text-align: center;"><b>TRAFFIC CONTROL NOTES AND DETAILS REGULATORY, WARNING &amp; GUIDE SIGNS SUPPORT &amp; ANCHOR SPECS</b></p>	<p><b>CITY OF HILLIARD, OHIO</b></p>	
<p>DATE: December 5, 2012</p>		<p>STANDARD CONSTRUCTION DRAWING</p>	
<p>SCALE: N.T.S.</p>		<p>12/12</p>	<p>TC-1</p>

## APPENDIX D

### ODOT's 2013 LPA Template – Required Contract Provisions

(revised 5/14/2014)

And Form FHWA 1273 dated May 1, 2012 (revised 5/14/2014)

And form PN 061 for Federal Wage Scale

In compliance with federal EEO requirements, you must circle the correct response in the information below.

The bidder hereby certifies that he/she **has** or **has not** (circle one) 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/she **has** or **has not** (circle one) 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.

Important information is provided in the attached information to this Appendix D. Each bidder is responsible for reading and understanding the contractual requirements and obligations associated with this contract due to receiving federal transportation funding. Questions regarding any of the provisions should be raised in a timely manner. Provisions and requirements contained in the attached documentation to this Appendix D shall prevail over any provisions and requirements contained in any other parts of these bid documents.

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

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

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

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

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

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

**2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES**

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

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

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

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

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

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

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

**3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

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

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

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

**4. PREQUALIFICATION**

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

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

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

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

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

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

## 6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

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

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

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

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

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

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the “Certification of Nonsegregated Facilities” in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding

of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

*"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -*

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

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

1. GENERAL

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

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

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

4. DISSEMINATION OF POLICY

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

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

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

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

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

5. RECRUITMENT

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

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

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

6. PERSONNEL ACTIONS

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

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

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

7. TRAINING AND PROMOTION

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

8. UNIONS

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

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

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

9. SUBCONTRACTING

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

10. RECORDS AND REPORTS

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

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

**11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS**

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

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

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

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

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

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

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

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

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

Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following Spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. Individuals compensated for training or incidental work which does **not cause a break in unemployment compensation**, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 60 days or longer.

**Effective 4/1/09:**

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

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

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

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area. <http://www.dol.gov/ofccp/TAguides/consttag.pdf> page E-32

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

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

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

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

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

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

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

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

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

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. PN 061 – 07/09/2009 - WAGE SCALE ON ALL FEDERAL-AID PROJECTS**

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

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

This USDOL wage decision may be viewed, by accessing the United States Department of Labor

(USDOL) website at:

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

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

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.

Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

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

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

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

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

Employee name, address, classification, and hours worked.

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

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

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

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

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

**16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

**REPORTING BID RIGGING**

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

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

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

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

**20. OHIO WORKERS’ COMPENSATION COVERAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **WAIVER PROCESS FOR DBE GOAL**

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

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

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

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

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

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

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

## **SANCTIONS**

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

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

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

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

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

## **GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT**

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

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

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

## TERMINATING A DBE SUBCONTRACTOR

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

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

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

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

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

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

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

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

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

**27. WAIVER OF CM&S 614.03**

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

**28. ODOT AS OBLIGEE ON BOND**

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

**29. NON-DISCRIMINATION PROVISIONS**

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

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

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

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

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

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

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

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

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

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

### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents

the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed

on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S.

Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving

an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

\*\*\*\*\*

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into

any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**APPENDIX E**  
**ENVIRONMENTAL COMMITMENTS**



## **Categorical Exclusion Document CE Level: 1**

PID 96841 FRA-Cosgray Rd RRFB

Approved: March 21, 2014

## **Environmental Commitments**

### **Other Resources, Drinking Water**

#### **Commitments**

1. Water quality protection notes will be included in the plan set.
2. The following note will be placed into the plans: "The project is located within Homestead Park Addition Drinking Water Source Protection Area. In order to minimize the potential for a release in this sensitive area, project related refueling and maintenance activities shall not be performed within the project area. Spills of fuels, oils, chemicals, or other materials which could pose a threat to the drinking water source area shall be cleaned up immediately by the Contractor. If the spill is a reportable amount, the Contractor should contact the local hazardous materials response team for clean-up of the spill."

### **Section 4(f) & 6(f), Identified Section 4(f) Properties**

#### **Commitments**

1. Access to the Heritage Rail Trail will be maintained during construction with the exception of one week when the trail will be closed. When the trail closes for the one week, path users on foot will be able to continue on the trail by walking in the grass on the north side of the contractor's work area. Path users on wheels will be able to continue on the trail by either riding in the grass or dismounting their bike and walking their bike in the grass around the contractor's work area.
2. The contractor will install appropriate closure/detour signs in areas that will be visible to users of the trail prior to construction.
3. Advance notice will be provided within 48 hours prior to closure and detour signs will be posted at locations along the trail that meet all local specifications.
4. Involvement with the Heritage Rail Trail will be temporary and there will be no permanent transfer of the underlying fee ownership.
5. No staging and/or storage of construction equipment will occur within the existing boundaries of the Heritage Rail Trail.



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6. Any disturbed areas will be restored to a condition at least as good as or better than existing prior to construction activities.

7. Temporary construction fencing, drums and barricades will be installed around proposed construction limits to maintain physical separation between trail users and construction activities.

8. "Construction Ahead" or similar signs will be posted to alert trail users that construction activities are occurring.

9. The contractor will closely coordinate the construction schedule with ODOT, the project sponsor and the Official with Jurisdiction.

**Public Involvement, Public Involvement**

**Commitments**

1. The City of Hilliard will provide a press release regarding the project to the local newspaper a week or two before it goes to construction

**APPENDIX F**  
**UTILITY NOTE**

Utility Note  
FRA – Cosgray Road RRFB

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

All station locations listed below are approximate unless otherwise stated.

**AEP - Electric**

STA 105+00 to STA 110+00: Overhead electric on the right side of Cosgray Road to remain.

**AT&T - Telecom**

STA 105+50 to STA 107+75: Buried telecom on left side of Cosgray Road to remain.

**Buckeye Pipeline – Gas Pipeline**

STA 50+00 to STA 52+60: Buried pipeline north of existing bikepath to remain.

**City of Hilliard - Water**

STA 105+00 to STA 107+75: Water main crossing and on right side of Cosgray Road to remain.

**Time Warner Cable – Cable TV**

STA 107+75: Buried cable tv on left side of Cosgray Road to remain.