CONTRACT DOCUMENTS

FOR THE

Scottslawn Road (CR-105) Improvements

PREPARED BY THE OFFICE OF:

Jeff Stauch, P.E., P.S.
Union County Engineer
233 W. Sixth St.
Marysville, Ohio 43040
(937) 645-3018

BID DATE: _____
COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY, STATE: _____
ZIP CODE: _____
PHONE: _____
FAX: _____
EMAIL _____

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Marysville, Ohio 43040
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Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

***Public Service** with integrity*

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Commissioners of Union County, Ohio for the following:

SCOTTSLWAN ROAD (CR-105) IMPROVEMENTS

Description of Project: Improvement of Scottslawn Road from S.R. 736 to just North of the grain entrance to Heritage Cooperative. Improvements include: pavement widening and resurfacing; minor horizontal curve realignment; superelevation of curves; addition of turn lanes at Weaver Road and the entrance to Heritage Cooperative; replacement of culverts; regrading of ditches; and new pavement markings.

Plans, Specifications and Contract Documents are available beginning **Monday, April 29th, 2019.**

Specifications and Contract Documents may be obtained through the County Engineer's website: www.co.union.oh.us/engineer under the "Bid Info" section.

Plans are available upon request only. Request must be sent via email to mrotar@co.union.oh.us

Planholders will be notified of all addenda and/or amendments via email. Planholders will be sent digital copies of all addenda and/or amendments via email.

Planholders must acknowledge receipt of addenda and/or addendums in accordance with the Bid Documents.

This notice (Notice to Bidders) can be obtained through the County Engineer's website www.co.union.oh.us/engineer under the "Bid Info" section.

Proposals must be received by **11:00 A.M. on Tuesday, May 21, 2019**, in the office of the Board of Commissioners of Union County located at the following location:

County Office Building
233 W. Sixth Street
Marysville, Ohio 43040

The proposals will be opened and read aloud immediately thereafter.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than **October 1, 2019.**

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Jack Derr, AIA
Chief Building Official

Bill Narducci, PE
Assistant County Engineer

Bidders must comply with the prevailing wage rates on Public Improvements in Union County, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614)644-2239.

The engineer's estimate for this project is $2,483,000.

The Board of Commissioners of Union County reserves the right to reject any or all bids, or to increase or decrease or omit any item or items, or to waive any informalities in any bid(s), and to award the contract to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code as determined by the Board of Commissioners of Union County.

Board of Commissioners
Union County, Ohio
Jeff Stauch
Union County Engineer
April 29, 2019

Publish: Marysville Journal Tribune 4/29/19; 5/6/19; 5/13/19
Union County Engineer's Website

County Engineer
Environmental Engineer
Building Department

233 W. Sixth Street
Marysville, Ohio 43040

P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

B. ANCILLARY DOCUMENTS AND TERMS AND DEFINITIIONS

1. **ANCILLARY DOCUMENTS**
   a. References and Citations to the 2019 Ohio Department of Transportation (ODOT) Construction and Material Specification (C&MS) or portions thereof are part of Bid Documents on this Project.

2. **DEFINITIONS**
   a. The terms and pronouns defined in Section 101.03 of the 2019 ODOT C&MS apply to the Contract Documents of this project, except as modified by the Bid Document herein. The terms and pronouns defined in Section 101.03 of the 2019 ODOT C&MS shall be modified as follows:

      1. All references to the "Department" shall be replaced with "The Union County Engineer"

      2. The Board of Commissioners of Union County is the "Owner."

      3. The Union County Engineer is the "Owner's agent" and the "Engineer."

C. BIDDING REQUIREMENTS AND CONDITIONS

1. **PREQUALIFICATION**
   a. The prequalification requirements of Section 102.01 of the 2019 ODOT C&MS do not apply to this project.

2. **CONTENTS OF BID DOCUMENTS**
   a. The Bidder must use the Proposal to prepare and submit Bids for the Work in accordance with the Bid Documents of this Project.

3. **ISSUANCE OF PROPOSAL**
   a. The Board of Commissioners of Union County reserves the right to reject any or all bids, or to increase or decrease or omit any item or items, or to waive any informalities in any bid(s), and to award the contract to the lowest and best Bidder in accordance with Section 307.86 of the Ohio Revised Code as determined by the Board of Commissioners of Union County.

   b. The Owner may refuse to sell or issue Bid Documents to a prospective Bidder for any of the following reasons:

      1. The prospective Bidder owes the Owner for previously issued plans.
      2. The prospective Bidder has defaulted on previous contracts.
      3. The prospective Bidder is debarred from bidding on and receiving Owner contracts.
      4. The prospective Bidder is currently in the debarment process.

4. **EXAMINATION OF BID DOCUMENTS AND PROJECT SITE**
   a. Bidders are required to carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submitting a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities, and the conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling routes, and all other locations related to the performance of the Work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse for failure to fulfill the provisions of the Contract.

b. When available, the Owner will include in the Contract Documents or provide for the Bidder's review at the Engineer's office or website, one or more of the following:

1. Record drawings
2. Available information relative to the subsurface exploration, borings, soundings, water levels, elevations, or profiles
3. The result of other preliminary investigations

c. The Bidder must notify the Engineer of errors and omissions in the Bid Documents. Make notification by submitting a question in the manner described in Section 5.a of this document. The Bidder's duty to disclose errors and omissions is not only a bidding requirement, but also a legal requirement that cannot be ignored.

Failure to provide the required notification prior to the opening of bids constitutes a waiver by the Bidder and does not obligate the Owner for any costs based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid Documents. Knowingly withholding information regarding an error or omission in the Bid Documents, or intentionally misrepresenting an item of Work for financial or competitive gain may result in civil or criminal penalties in excess value of the item bid.

d. The quantities in the Bid Documents are approximate and the Owner uses them for comparison of Bids only.

The Owner will only pay the Contractor for the actual quantities of Work performed and accepted according to the Contract Documents. The Owner and/or Engineer may increase, decrease, or omit the scheduled quantities of Work as provided in the Bid Documents.

5. **SUBMISSION OF PREBID QUESTIONS**

a. Should a question arise at any time during the examination of Bid Documents or investigation of the site the Bidder may seek clarification by submitting a Prebid Question. Submit all Prebid Questions in writing to the email address(s) below:

mrotar@co.union.oh.us
jstauch@co.union.oh.us
bnarducci@co.union.oh.us

The Engineer will post a response to Prebid Questions via addenda and/or amendment to the Union County Engineer's website www.co.union.oh.us/engineer.

The Engineer will post a response to all Prebid Questions submitted in writing before a deadline of 10:00 am three (3) Working days prior to the public opening of Bids.

The Engineer is not obligated to respond to, or otherwise act upon, a Prebid Question submitted after this deadline, but reserves the right to act upon any information received.

6. **PRE-BID CONFERENCE**

a. A non-mandatory pre-bid conference is not planned for this Project.

7. **PREPARATION OF BID**

a. Prepare a Bid according to this subsection and the requirements found in the Bid Documents.

Each bid must be submitted on the prescribed Bid Proposal form and accompanied by a Bid bond, Certified or Cashier's check or an acceptable letter of credit and the items listed under Section C.13 of the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be completed and executed when submitted.

Proposals shall contain the full name of every person, firm or corporation submitting a bid. Proposals submitted by corporations shall be signed by the President and the Secretary.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder,his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

8. **RECEIPT AND OPENING OF BIDS**

a. The Board of Commissioners of Union County herein called the "Owner" invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Board of Commissioners of Union County, 233 West Sixth Street, Marysville, Ohio, until 11:00 a.m. local time, Tuesday, May 21, 2019. The proposals will be opened and read immediately thereafter. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for:

SCOTTSLAWN ROAD IMPROVEMENTS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

Bidders or their authorized agent and other interested persons are invited to the opening.

b. The Owner may postpone the receipt of Bid time or the opening of Bids. If the Owner changes the time or date of the receipt of Bids or the opening of Bids, the Engineer will issue an addendum or public notice to notify prospective Bidders.

9. **METHOD OF BIDDING**

a. Proposals are solicited for the construction as shown on the plans and any accompanying addendums and/or amendments in addition the project specifications. Proposals shall be submitted on a unit price basis unless otherwise specified within the proposal. A lump sum only bid for the entire project will not be accepted.

10. **BID PROPOSAL SURETY**

a. Each proposal shall be accompanied by either a bond OR one of the following:
   1. A certified check;
   2. a cashier's check, or;
   3. an acceptable letter of credit.

   A bond shall be for the full amount of the proposal and be in accordance with Sections 153.54 and 153.571 (B) of the Ohio Revised Code. THE BOND MUST BE IN THIS FORM, serving both as a Bid Guaranty and Contract Bond.

   A certified check, a cashier's check or a letter of credit shall be for an amount of ten percent (10%) of the bid amount and shall be in accordance with Section 153.54 (C) of the Ohio Revised Code.

   The checks of all except the lowest and best three Bidders will be returned as soon as the Proposals are examined. The checks of these three Bidders will be held until the execution of the Contract after which they will be returned.

11. **STATEMENT OF QUALIFICATIONS**

a. The Bidder is required to state in detail, what Work of a character similar to the contract Work that they have performed and give references and such other information that will enable Union County to judge the technical skill, responsibility, and the financial standing of the Bidder.

12. **DRUG-FREE SAFETY PROGRAM**

a. The Contractor must be enrolled and in good standing in the Ohio Bureau of Workers' Compensation's (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC **within 8 days of the bid opening**.

13. **DOCUMENTS REQUIRED AT TIME OF PROPOSAL**

a. The Bidder shall complete and include the documents listed below with their Bid in the order in which they appear in this document

- Cover Sheet
- The properly completed Proposal
- Proof of enrollment in the Drug-Free Safety Program or comparable program
- Hold Harmless Agreement
- Contractor Corporation Affidavit
- Delinquent Taxes Affidavit
- Subcontractor and Supplier Form(s)
- Experience Summary
- Bid signature

D. CONTRACT

1. **WRITTEN CONTRACT**
   a. The Bidder to whom the award is made will be required to execute a written contract with Union County, and to furnish and maintain good and approved surety bonds, as hereinafter specified, within ten (10) days after the award of the Contract. **The Contract shall be in the form hereto attached.** If the Bidder to whom an award is made fails to enter into a contract as herein provided, the award may be annulled, and the Contract awarded to the next lowest and best Bidder in the opinion of Union County, and such next lowest and best Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

   b. Any Bidder who fails to enter into a contract as herein provided shall forfeit his Proposal Surety.

   c. If the Bidder to whom the award is made is a corporation, the Secretary of said corporation shall execute an affidavit, in the form hereto attached, stating that the officer or agent of said corporation signing the Contract for said corporation is authorized to do so by either a provision of the corporation by-laws or by the adoption of a resolution of the Board of Directors of the Corporation, whichever the case may be. A copy of the resolution must also be attached.

2. **AWARD OF CONTRACT**
   a. The Board of Commissioners of Union County reserves the right to reject any or all bids, to omit any part, to increase, decrease, or omit any item or items, to waive any irregularities or informalities in bidding, and/or to award to the lowest and best Bidder in accordance with Section 307.86 of the Ohio Revised Code.

3. **PERFORMANCE BOND AND PAYMENT BOND**
   a. Within ten (10) days after the award of the Contract, the successful Bidder to whom the Contract is awarded shall furnish and maintain a satisfactory performance bond and separate payment bond for one hundred percent (100%) of the amount of the Contract, conditioned upon the faithful performance by the successful Bidder of all the covenants, stipulations, and agreements in the Contract. Union County Board of Commissioners shall be named as an oblige on the bond.

   If a one hundred percent (100%) bond according to Section 153.54 (B) of the Ohio Revised Code is submitted with the bid, the successful Bidder's bond shall be retained as a performance bond. The form of the bond shall be as stated in Section 153.571 of the Ohio Revised Code.

   If a certified check, cashier's check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code is submitted with the bid, the successful Bidder shall file a performance bond for the full amount of the Contract.

   The form of the performance bond shall be as stated in Section 153.57 of the Ohio Revised Code. The bond is subject to the approval of the Union County Engineer and the Union County Prosecutor.

4. **OHIO WORKER'S COMEPENSATION COVERAGE**
   a. Within ten (10) days after the award of the contract the successful Bidder shall deliver a copy of their Ohio Worker's Compensation Certificate to the Union County Engineer.

   b. The certificate of coverage evidencing valid Worker's compensation coverage must be submitted to the Engineer before the contract will be executed by the Owner.

   c. The Contractor must maintain valid Ohio Workers' compensation coverage until the project has been finally accepted by the Union County Engineer.

d. The Contractor must immediately notify the Engineer, in writing, if it or any Subcontractor fails or refuses to renew their Workers' compensation coverage. Furthermore, the Contractor must notify the Engineer, in writing, if themselves or any of its Subcontractor's Workers' compensation policies are canceled, terminated or lapse.

e. 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.

5. **NOTICE OF DELINQUENT TAXES**

a. Within ten (10) days after the award of the Contract the successful Bidder shall submit to the Union County Engineer an affidavit stating either that the successful Bidder owes no delinquent taxes or that the successful Bidder does owe delinquent taxes and the amount. If the successful Bidder owes such taxes, a copy of the statement will be sent to the Union County Treasurer within thirty (30) days. **A copy of the statement will be attached to the Contract.** No payment will be made on the Contract without such a statement.

6. **INSURANCE CERTIFICATE**

a. Within ten (10) days after the award of the contract the successful Bidder shall deliver a copy of their insurance certificate to the Union County Engineer. See the General Conditions Section E for specific insurance requirements.

7. **LABOR AND WAGE RATES**

a. The Contractor shall comply with Sections 153.59 and 153.60 of the Ohio Revised Code concerning discrimination and intimidation in employment on account of race, creed, sex, handicap, or color or other legally protected status.

b. The minimum wages to be paid by the successful Bidder shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates", ascertained and determined by the Ohio Department of Commerce, Wage and Hour Division. Copies of the payroll must be furnished in accordance with Ohio Revised Code, Section 4115.071.

c. See Section H - Prevailing Wage for current prevailing wage rates and instructions.

8. **TIME OF COMMENCEMENT AND COMPLETION DATE**

a. Work shall not commence before June 17, 2019 and shall be completed no later than October 1, 2019.

9. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD**

a. The successful Bidder must furnish the following prior to execution of the Contract:

1. Contractor Corporation Affidavit along with copy of resolution

2. Any necessary performance bonds, payment bonds

3. Contractor's Workers Compensation Certificate

4. Notice of Delinquent Taxes Affidavit

5. Contractors Certificate of Insurance listing the Union County Board of Commissioners as additional insured.

6. Current Wage Scale (Ohio Prevailing Wage)

7. Request for Taxpayer Identification Number (W-9)

E. GENERAL CONDITIONS

1. **INTENT**
   a. It is the intent of these General Conditions to cover the governing conditions of Work, labor, materials, detailed drawings, methods, measures, safety rules, and factors applicable to the Work.

   b. It is the intent of the Contract Documents to provide for the construction and completion of the Work. Perform the Work according to the Contract Documents.

2. **UNION COUNTY ENGINEER TO ORDER, EXPLAIN AND DECIDE**
   a. The Union County Engineer or his representative shall:

      1. Give all orders and directions contemplated under the Contract.

      2. Shall determine in all cases the amount, quality, acceptability, and fitness of all Work and materials.

      3. Shall determine the true construction intent of the Contract pertaining to all questions related to the Work.

      4. Shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of the Contractor, and in case any dispute shall arise between the parties hereto touching this Contract, such determination and decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

3. **RESPONSIBILITY OF CONTRACTOR**
   a. The Contractor shall take all responsibility for the Work, shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or because of the nature of the land in or on which the Work is done is different from what is assumed or was expected, or an account of the weather, floods, or other causes; and he shall assume the defense of, and indemnify and save harmless Union County, the Union County Engineer and the Union County Commissioners and its officers and representatives, from all claims of any kind arising from the performance of this Contract.

   b. The Contractor shall have appropriate and adequate equipment of a size and condition, operated by trained personnel that will perform a workmanlike job on schedule. Equipment to be used must be listed on the experience summary and must be available for inspection by the Engineer.

   c. All equipment shall be equipped with the required safety devices and proper lights and signs in accordance with applicable Federal and State of Ohio Laws.

   d. The Contractor shall be responsible for all material storage and handling. The Contractor is also responsible for container disposal in a manner approved by current Environmental Protection Agency Standards.

   e. All Work associated with this contract shall be performed between the hours of 6:30 am and 7:00 pm, Monday through Saturday. No Work may be performed outside these time periods unless approved by the Engineer.

4. **SUBCONTRACTORS**

a. All parts of the Work which may be performed by a Subcontractor shall be subject to all the provisions of this Contract exactly as if performed by the Contractor and his immediate employees and Workmen.

b. No subletting of the Work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the Work or lessen his responsibilities under this Contract. The Contractor shall perform **not less than sixty percent (60%)** of the Work with his own forces, unless prior permission is granted by the Union County Engineer.

5. **DRUG-FREE WORKPLACE PROGRAM PARTICIPATION:**

a. Drug free program, SB 80-126th G.A. effective March 30, 2007

SB80: To enact sections 153.03 and 153.031 of the Revised Code to prohibit a state agency from awarding a public improvement contract unless its terms require the contractors and Subcontractors to participate in a specified drug-free Workplace program.

b. During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03. ("OBWC-approved DFWP")

If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.

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

c. Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP 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.

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

d. Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Contracting Authority's approval and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the Associate.

e. In addition to OBWC-approved DFWP Level 1 requirements, the Owner requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Level 2 testing.

The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

6. **SAFETY, INDEPENDENT CONTRACTOR INDEMNIFICATION**

   a. The Contractor and the Union County Engineer mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor and is not an employment relationship.

   b. The Contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

   c. The Contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the Contractor; the Contractor will indemnify and hold Union County, Union County Commissioners and the Union County Engineer harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

   d. The Contractor further agrees and covenants that, should a safety related issue suit, or complaint be filed against Union County, Union County Commissioners or the Union County Engineer, by an employee, agent, or representative of the Contractor, the Contractor will pay all associated costs of Union County, Union County Commissioners or the Union County Engineer as Union County deems necessary, in order to defend, correct, or resolve said issue or complaint.

7. **SITE INVESTIGATION AND REPRESENTATION**

   a. The Contractor by submitting a proposal and entering into this Contract acknowledges that he has satisfied himself as to the nature and locations of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

8. **LUMP SUM AND UNIT BID PRICES**

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

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

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

      The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's proposal price for consideration of award of contract. If an error is made in the extension of unit

prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

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

9. **NON-PERFORMANCE OF WORK**

   a. The Union County Engineer reserves the right to omit any Items or portions thereof in the Proposal and classify them as Non-Performance Items upon notification to the Contractor in writing. Prior to final payment and termination of the Contract, a statement of non-performed Work will be required.

10. **EXTRA WORK**

   a. Where extra Work becomes necessary for the construction of the project, such Work shall only be performed in accordance with the Contract and at a price mutually agreed upon or at the unit prices specified in the Proposal. Prior to final payment and termination of the Contract, a statement of extra Work will be required.

11. **CANCELLATION OF CONTRACT**

   a. If the Work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned or the Work under the Contract sublet by the Contractor, otherwise than herein specified; or if, before the completion of the Work under this Contract, the Contractor shall become financially embarrassed or shall become bankrupt or shall make a general assignment for the benefit of creditors or shall have a receiver appointed for him or to take charge of his affairs or shall have his property levied upon or taken in execution of under attachment; or if, at any time, Union County shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not fulfilling the terms thereof, or is not making such progress in the execution of the Work as to indicate its completion within the time specified, or within the time to which the completion of the Contract may have been extended by Union County, Union County may at any time declare this Contract or any portion thereof, terminated by a written notice served upon the Contractor, a copy of which notice shall be given to the Surety or the authorized agent of the Surety.

   Upon the service of such notice, the Contractor shall discontinue the Work or such part thereof as Union County shall designate, whereupon the Surety may, at his option, assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue Work and proceed to perform the same and may with the written consent of Union County sub-let the Work or portion of the same taken over provided, however, that the Surety shall exercise its option, if at all within two (2) weeks after written notice to discontinue Work has been served upon the Contractor, and upon the Surety or its authorized agent.

   The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by Union County for all Work performed by it in accordance with the terms of this Contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all moneys due the Contractor shall thereupon become due and payable to the Surety subject to all the terms of this Contract.

In case the Surety does not, within the hereinbefore specified time, exercise its right and option to assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue Work, then Union County shall have the power to Work at and to complete the Work herein described, furnishing the necessary labor and material therefore, without advertising for bids or letting a contract or to complete the same as herein provided for, in the manner provided by law for the letting of contracts by Union County and to use such materials and tools, machinery and appliances as may be found upon said Work, all of which the Contractor agrees may be used by Union County or to procure other materials, tools, machinery and appliances or of the new contract to the Contractor, and the expense so charged shall be deducted and paid out of such money as may then be due to or thereafter at any time to become due to the Contractor.

In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, he shall be entitled to receive the difference and in case such expense is greater, the Contractor, or, in case of his default, his Surety shall, on notice from Union County, pay the amount of such excess to Union County.

12. **EXTENSION OF TIME**
    a. If the Contractor is obstructed or delayed in the prosecution or completion of the Work by any damage that may happen thereto by the unusual action of the elements, or by the abandonment of the Work by the employees in a general strike, or by any delay on the part of Union County, the Contractor shall have no claim for damage for any such cause or delay, but he shall in such case be entitled to such extension of time for the completion of the Work as the Union County Engineer shall certify to be just and proper provided, however, that the claim for such extension of time is made by the Contractor, in writing, within one (1) week from the time when such alleged cause for delay shall occur.

13. **FAILURE TO MEET COMPLETION DATE**
    a. If the Contractor fails to complete the Contract by the date set for completion, he shall pay all expenses incurred by Union County after that date for inspection, supervision and all other similar engineering services in connection with the Contract as well as liquidated damages assessed in accordance with Table 108.07-1 of the 2019 ODOT C&MS.

TABLE 108.07-1 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
From More Than	To and Including	
$0.00	$500,000	$400
$500,000	$2,000,000	$600
$2,000,000	$10,000,000	$900
$10,000,000	$50,000,000	$1,500
Over $50,000,000		$3,200

14. **GUARANTEE BOND**
    a. All material and equipment placed and installed under this contract shall be guaranteed by the contractor against defects of material, Workmanship, and design for a period of at least one (1) year after the date of acceptance by union county. The performance bond furnished by the contractor as a part of this contract shall remain in effect until the expiration of the guarantee period as assurance of the contractor's obligation to meet the guarantee herein stipulated.

Failure of the contractor to rectify damage, improper design, faulty Workmanship and materials as supplied by him and which have been shown by test to be deficient after one (1) year's operation, shall entitle union county to proceed against the surety for the cost of making good the obligation which the contractor assumed at the time of signing the contract.

The contractor shall protect and keep the work in good repair during construction and for one (1) year after acceptance by union county and shall correct and repair promptly during that time all breaks and failures of whatever description and all settlement and irregularities of ground surfaces and shall deliver the work in all respects in good condition at the end of that time.

15. CONTRACTOR TO CHECK DRAWINGS

a. The contractor shall check all dimensions and quantities on the drawings given to him and shall notify the union county engineer of all errors or omissions therein which he may encounter. He will not be allowed to take advantage of any error or omission in the contract documents as full instructions will be furnished should such error or omission be encountered, and the contractor shall carry out such instructions as if originally specified. The contractor shall notify the union county engineer of such errors or omissions prior to proceeding with the work.

16. **RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE**

a. The Contractor shall indemnify and save harmless Union County, the Union County Engineer, the Union County Commissioners and all of its representatives, municipalities, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way has been acquired for the project, from all suits, actions, claims brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its Subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain at his own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in Ohio.

Prior to the execution of the Contract, the Contractor shall furnish to the Engineer a certificate or certificates of insurance in the form satisfactory to the Engineer demonstrating that he has complied with this specification. The certificate or certificates shall show that the Contractor's liability and auto policies are not reduced, restricted, or canceled until 30 days written notice has been given to the Engineer by the insurer. All certificates and notices shall be mailed to:

Union County Engineer
233 W. Sixth Street
Marysville, Ohio 43040

Upon request, the Contractor shall furnish the Engineer with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

1. Worker's Compensation and Employers Liability

Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Owner whether performed by it or its Subcontractors.

In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworker's Compensation Act [33 USC Section 901 et seq.] and the Jones Act [5 USC Seciton 751 et seq.] and provide proof of coverage to the Engineer.

2. Commercial General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

General Aggregate Limit: $2,000,000.00

Products – Completed Operations Aggregate Limit: $2,000,000.00

Personal and Advertising Injury Limit: $1,000,000.00

Each Occurrence Limit: $1,000,000.00

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

The Commercial General Liability Insurance policy must name the Union County Board of Commissioners and Agents as additional insured with all rights to due notices in the manner set out above. The standard Commercial General Liability coverage for damages due to blasting, underground utilities and collapse of foundations shall not be deleted by exclusion endorsements.

(b) Business Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Bodily Injury & Property Damage Liability Limit

Combined Single Limit $1,000,000.00

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the Engineer from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Proof of insurance shall be submitted to the Engineer. The Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Contractor shall be obligated to renew his insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Engineer is continuously in possession of evidence that the Contractor's insurance is in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew his insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by $500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Engineer may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Engineer.

The Engineer in his sole discretion may use monies retained pursuant to this specification to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, the Engineer may request that the Contractor's surety remedy any deficiencies with these insurance requirements or the Engineer may default the Contractor for failure to comply with this specification. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

Nothing in the Contract including but not limited to the plans, bid proposals, specifications and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owned to the public or any member thereof.

Additional insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies authorized to transact business in the State of Ohio under the laws of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers.

17. **REPORTING, INVESTIGATING AND RESOLVING MOTORIST DAMAGE CLAIMS**

a. Pursuant to the 2019 ODOT C&MS 107.13 the following procedures shall be utilized by the Contractor and the Engineer for reporting, investigating and resolving motorist damage claims.

When a motorist reports damage to his vehicle either verbally or in writing to the Contractor, the Contractor shall within three days make and file a written report to the Engineer or his representative. The report shall be forwarded to the Union County Board of Commissioners who, as a co-insured party, will then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. In the event that the Engineer directly receives the motorist's claim, the claim report shall be sent to the Contractor's insurance company and a copy be mailed to the Contractor.

If the Contractor's insurance company does not resolve the claim in a timely manner, the Engineer shall advise the motorist of the option of pursuing the claim in the Union County Common Pleas Court.

In the event of a lawsuit filed by the motorist, the Union County Board of Commissioners, as an additional party, may request the Contractor's insurance company to defend this lawsuit and hold the Engineer harmless in accordance with the 2019 ODOT C&MS 107.10.

18. **TAXES**

a. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.

19. **CONTRACTOR'S OBLIGATION TO PAY BILLS**

a. Before the Contractor shall demand payment, all persons or firms that have supplied labor, materials, or equipment for the Work embraced under this Contract shall have been fully paid for the same. The necessary affidavit shall be completed prior to each payment.

20. **SETTLEMENT OF DISPUTE**

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

Disputes and Claims

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

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by Union County. Disputes and claims by subcontractors and suppliers against Union County, but not supported by the Contractor, will not be reviewed by Union County.
Disputes and claims subject to review by Union County include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders, authorized by the Board of Union County Commissioners, and orders by Union County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.

2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2010 CMS

3. Cost and time incurred by: a. Suspension of work pursuant to ODOT Spec. 104.02.C.
b. Significant changes in character of work pursuant to ODOT Spec. 104.02D.
c. Utility interference with the work pursuant to ODOT Spec. 105.07 and Utility notes.
d. Extra work ordered pursuant to ODOT Spec. 104.02.F and the policy on Change Orders.
e. Acts or inaction of Union County or other government agencies.

4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.

5. Other subjects mutually agreed upon by Union County and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust Union County's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in

Union County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court located in Union County, Ohio.

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

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work:

At the discretion of Union County, the Contractor shall continue with all work, including that which is in dispute. Union County will continue to pay for the work.

Step 1 (On-Site Determination):
The Construction Engineer/Project Manager shall meet with the Contractor's Superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

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

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the County Engineer.

2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier of involved in the dispute, and dispute number.

3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension required.

4. A narrative of the disputed work or project circumstances at issue. This section must include the dates of the disputed work and the date of early notice.

5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.

6. The dollar amount of additional compensation and length of contract time extension being requested.

7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.

8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.

9. Copies of relevant correspondence and other pertinent documentation.

Union County shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC must include the Union County Engineer and the Union County Engineer's Project Engineer.

To prepare the DRC meeting, the Project Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Construction Department on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days as of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3
If not resolved, go through the proper legal proceedings through the appropriate court located in Union County, Ohio.

21. **REPORTS AND PAYMENTS**
    a. The Contractor will be paid at approximate thirty (30) day intervals upon submission of his invoice based on the Work completed. Copies of material bills shall be furnished for all materials delivered and used. All payments to the Contractor will be subject to the approval of the Union County Engineer that all Work has been performed in accordance with the Contract.
    Payments will be made to the Contractor approximately thirty (30) days after the approval by the Union County Engineer. **Payment will be made from Union County Engineer directly to the Contractor via check.**

22. **PARTIAL PAYMENT**
    a. As stated in Section 153.12 of the Ohio Revised Code, if the Work is less than fifty percent (50%) complete payments shall be made at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor. **All Work performed after the job is fifty percent (50%) complete shall be paid for at the rate of one hundred percent (100%)**

23. **HAUL ROUTE**
    a. All haul roads (county or township) shall be approved in writing by the Union County Engineer prior to beginning construction.

24. **PRE-CONSTRUCTION CONFERENCE**
    b. After the Contract has been signed but before construction is started, the Union County Engineer will schedule a Pre-Construction Conference. The Contractor shall attend and be prepared to:

1. Discuss anticipated haul routes.
2. Submit and discuss Job Mix Formulas
3. Provide a listing of key project personnel (Project Manager, Superintendent, etc.) with office, mobile and pager numbers to be used.
4. Provide a complete listing of sub-contractors' key personnel representing each.
5. Discuss material sampling as detailed above.
6. Discuss plans and methods of maintaining traffic during the project.

Any necessary approvals will be given within two weeks after the pre-construction conference.

F. BID PROPOSAL

1. INSTRUCTIONS FOR COMPLETING PROPOSAL

a. For your convenience, the bid proposal Excel spreadsheet is available on Union County's website at:

www.co.union.oh.us/Engineer

Click on:

✓ Bid Info

Complete the proposal spreadsheet by entering your contract unit prices into the appropriate column for all line items listed. The spreadsheet will calculate the totals for you.

Print the completed proposals and attach it with your bid documents in the order described in Section C.13.

Proposals must be received by 11:00 A.M. on Tuesday, May 21, 2019, in the office of the Board of Commissioners of Union County located at the following location:

County Office Building
233 W. Sixth Street
Marysville, Ohio 43040

The proposals will be opened and read aloud immediately thereafter.

Each Bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each Bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than October 1, 2019.

All contractors and Subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Union County, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614)644-2239.

2. **NON - COLLUSION AFFIDAVIT**

   a. 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.**

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

   a. 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; and,
      - has not been debarred within the past three (3) years; and,
      - does not have a proposed debarment pending; and,
      - 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 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. **TOTAL BID AMOUNT**

The **TOTAL AMOUNT OF THE BID***, based on the completed Proposal by the Bidder amounts to the sum of:

_____ and_____/100 Dollars.

($_____)

****Bid will be awarded based upon the lowest and best grand total bid.***

Attached hereto is a bond (or certified check, cashier's check, or letter

of credit) with/on _____ of _____

_____, for the sum of _____

_____ ($_____)

Dollars, in accordance with the terms of the Instructions to Bidders. The full name and residence of all persons and parties interested in the foregoing bid, as principals are as follows:

NAME	**ADDRESS**
_____	_____
_____	_____
_____	_____

In accordance with Executive Order 2011-03K, the Contractor, by signature on this Bid, certifies; (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

The full text of Executive Order 2011-03K can be downloaded from:
http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO2011-03.pdf

Signature of Bidder_____ **Date**_____

Printed Name of Bidder _____

Company_____

Business Address of Bidder:

_____

_____

_____

Business Phone Number (____)_____ **Fax** (____)_____

Bidder E-Mail address_____

Acknowledgement of Addendum(s) (if any) to Proposal:

Addendum(s) Received (circle if applicable) #1 #2 #3 #4

Date Signed_____ Signature of Bidder_____

PLEASE DIRECT ANY PRE-BID QUESTIONS TO MATT ROTAR MROTAR@CO.UNION.OH.US

5. **SUBCONTRACTORS AND SUPPLIERS:**

The Bidder must complete and submit with the Bid the Subcontractor and Supplier form for all Subcontractors and Suppliers used in compiling the Bid.

For your convenience, the Subcontractor and Supplier form titled "" is available on Union County's website at:

www.co.union.oh.us/Engineer

Click on:

- ✓ Bid Info

The forms shall be attached after this page in the order of decreasing monetary amount.

SUBCONTRACTOR AND SUPPLIER

NAME OF SUPPLIER: _____

CONTACT NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS:

_____

_____

_____

ITEM(S)	AMOUNT($)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. **EXPERIENCE SUMMARY:**

The Bidder must complete the Experience Summary form and submit it with the Bid.

For your convenience, the Statement of Qualification form titled "" is available on Union County's website at:

www.co.union.oh.us/Engineer

Click on:

✓ Bid Info

The Experience Summary form shall be attached after this page.

EXPERIENCE SUMMARY

Work Performed for: _____

Project Description:

_____

_____

_____

Contract Amount: _____

Contract Dates (Beginning Work – Final Acceptance): _____

Work Performed for: _____

Project Description:

_____

_____

_____

Contract Amount: _____

Contract Dates (Beginning Work – Final Acceptance): _____

Work Performed for: _____

Project Description:

_____

_____

_____

Contract Amount: _____

Contract Dates (Beginning Work – Final Acceptance): _____

G. DETAILED SPECIFICATIONS

1. **EXCEPTIONS TO SPECIFICATIONS**
   a. The Bidder shall include with his bid any and all exceptions to these specifications and shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications" and shall be attached to the bid.

2. **STANDARD SPECIFICATIONS**
   a. The Construction and Material Specifications of the Ohio Department of Transportation dated January 1, 2019 apply to this project, unless otherwise noted.

   b. The 2019 ODOT CMS Section 401.20, Asphalt Binder Price Adjustment, Steel Price Adjustment and Fuel Price Adjustment shall not apply to this Contract.

3. **STEEL MADE IN THE UNITED STATES**
   a. (Sec. 153.011 and Sec. 5525.21 O.R.C.)

   Any steel products to be used or supplied in connection with this project shall be steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

   Minimal amounts of foreign steel products or product whose domestic origin is not traceable may be used in bridge construction if approved by the Engineer in writing. The Engineer may grant such approval under either of the following conditions;

   1. The cost of products to be used does not exceed one-tenth of one percent of the total contract cost, or two thousand five hundred dollars, whichever is greater. The cost is the value of the steel product as delivered to the project.

   2. The specific steel products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

   b. (Sec. 153.011 and Sec. 5525.21 O.R.C.)

   The Engineer may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a specified steel from a domestic source, if the shortage is not previously established.

   The Contractor shall comply with Section 501.07 for any foreign or non-traceable steel product used or submit for approval test results showing the chemical and physical properties of the product meet the applicable specifications.

Prevailing Wage Determination Cover Letter

County: UNION
Determination Date: 04/29/2019
Expiration Date: 07/29/2019

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

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Ohio | Department of Commerce

Division of Industrial Compliance

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $250,000 for new construction or $75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9099

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
   1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
   2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
   3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
   1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
   2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
   1. Time cards, time sheets, daily work records, etc.
   2. Payroll ledger\journals and canceled checks\check register.
   3. Fringe benefit records must include program, address, account number, & canceled checks.
   4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
   5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
   1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
   1. Employees' names, addresses, and social security numbers.
      a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
   2. Employees' work classification.
      a. Be specific about the laborers and/or operators (Group)
      b. For all apprentices, show level/year and percent of journeyman's rate
   3. Hours worked on the project for each employee.
      a. The number of hours worked in each day and the total number of hours worked each week.
   4. Hourly rate for each employee.
      a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
      b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
   5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
      a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
      b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
   6. Gross amount earned on all projects during the pay period.
   7. Total deductions from employee's wages.
   8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

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INDUSTRIAL COMPLIANCE SECTIONS RESOURCES CONTACT US

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

CONTACT US

Division of Industrial Compliance & Labor
5606 Tussing Road
Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2618
Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions or Comments on the Website
webmaster@com.state.oh.us

CONNECT WITH US

LOOKUP SERVICES

- Registered Contractor List
- Boiler Information Database
- Building Code Compliance Electronic Plan Submission
- Board Of Building Appeals Case Lookup
- Elevator Database Lookup

RESOURCES

- Federal Wage and Hour
- U.S. Consumer Product Safety Commission
- National Electric, Fire Alarm and Sprinkler Codes
- Minor Labor Law Poster
- 2017 Minimum Wage Poster
- 2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxfield
Superintendent Geoff Eaton

Ohio.gov

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PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for *Building* Construction:	**$250,000**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for *Building* Construction:	**$75,000**

As of January 1, 2018:

"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$91,150**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$27,309**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District III

Change # : LCN01-2018fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2018 **Last Posted :** 04/11/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$28.21		$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$45.26	$59.36
Apprentice	Percent											
1st Year	60.00	$16.93	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$33.98	$42.44
2nd Year	75.00	$21.16	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$38.21	$48.79
3rd Year	90.00	$25.39	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$42.44	$55.13

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, CLARK, CLINTON, COSHOCTON, CRAWFORD, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HARDIN, HARRISON, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WASHINGTON, WAYNE, WYANDOT

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy
Construction, Airport Construction Or Railroad Construction Work.

Details :

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District III

Change # : LCN01-2018fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2018 **Last Posted :** 04/11/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$28.37		$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$45.42	$59.60
Apprentice	Percent											
1st Year	60.00	$17.02	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$34.07	$42.58
2nd Year	75.00	$21.28	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$38.33	$48.97
3rd Year	90.00	$25.53	$7.65	$6.50	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$42.58	$55.35

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, CLARK, CLINTON, COSHOCTON, CRAWFORD, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HARDIN, HARRISON, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WASHINGTON, WAYNE, WYANDOT

Special Jurisdictional Note : (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant,
Waste Plant, & Water Treatment Facilities, Construction.

Details :

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 172

Change # : LCN01-2018fbLoc172

Craft : Ironworker **Effective Date :** 06/06/2018 **Last Posted :** 06/06/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$29.00		$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$50.01	$64.51
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	$29.00		$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$50.01	$64.51
Apprentice	Percent											
1st YEAR 0 - 6 Months	60.00	$17.40	$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$38.41	$47.11
2nd YEAR 13 - 18 Months	70.00	$20.30	$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$41.31	$51.46
3rd YEAR 25 - 30 Months	80.00	$23.20	$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$44.21	$55.81
4th YEAR 37 - 42 Months	90.00	$26.10	$8.10	$9.50	$0.41	$0.00	$3.00	$0.00	$0.00	$0.00	$47.11	$60.16

Special Calculation Note :

Ratio :

Rod Work
3 Journeymen to 1 Apprentice

Structural Work
4 Journeymen to 1 Apprentice

Finishing, Steel Sash, Stairway and Ornamental
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CHAMPAIGN*, CLARK, CRAWFORD*, DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN, HARDIN*, HIGHLAND*, HOCKING, JACKSON*, KNOX, LICKING, LOGAN*, MADISON*, MARION, MORROW, MUSKINGUM*, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WYANDOT*

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Sheet Gang
1 Apprentice for every sheeting gang per project

Special Jurisdictional Note : Champaign County Twps included: Wayne, Rush, Goshen. Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky. Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union. Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington. Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville. Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek. Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby. Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson. Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim. Muskingum County includes:Jackson,Licking,Hope Well, Newton, Clay, Cass, Muskingum falls,Springfield,Madison,Washington,Wayne,Brush Creek.

Details :
Hot Pay $1.00 above the journeymen rate: defined as a work area in which the temperature is in excess of 150 degrees F due to the presence of a furnace, smelter, incinerator, or other equipment that emits extreme heat.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2018fbLocalHevHwy3

Craft : Laborer Group 1 **Effective Date :** 05/01/2018 **Last Posted :** 04/11/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$30.62		$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$41.67	$56.98
Group 2	$30.79		$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$41.84	$57.24
Group 3	$31.12		$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$42.17	$57.73
Group 4	$31.57		$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$42.62	$58.41
Watch Person	$23.35		$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$34.40	$46.08
Apprentice	Percent											
0-1000 hrs	60.00	$18.37	$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$29.42	$38.61
1001-2000 hrs	70.00	$21.43	$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$32.48	$43.20
2001-3000 hrs	80.00	$24.50	$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$35.55	$47.79
3001-4000 hrs	90.00	$27.56	$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.61	$52.39
More than 4000 hrs	100.00	$30.62	$6.90	$3.60	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$41.67	$56.98

Special Calculation Note : Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN,

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MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by memebers of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 423

Change # : LCN01-2018fbLoc423

Craft : Laborer **Effective Date :** 06/01/2018 **Last Posted :** 05/30/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$26.43		$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$37.43	$50.64
Group 2	$26.74		$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$37.74	$51.11
Group 3	$27.05		$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$38.05	$51.58
Group 4	$27.36		$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$38.36	$52.04
Apprentice	Percent											
0-1000 hrs	60.00	$15.86	$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$26.86	$34.79
1001-2000 hrs	70.00	$18.50	$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$29.50	$38.75
2001-3000 hrs	80.00	$21.14	$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$32.14	$42.72
3001-4000 hrs	90.00	$23.79	$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$34.79	$46.68
More than 4000 hrs	100.00	$26.43	$6.90	$3.60	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$37.43	$50.64

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON, PICKAWAY, UNION

Special Jurisdictional Note :

Details :

Group 1:
General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyer Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant.
Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages.

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Group 2:
Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering,Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Gunite Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers.

Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate,
A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment.

Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate,
A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision,dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased.

Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips ,falls, caught between, etc

Hazardous Pay of $0.25 per hour shall be paid in addition to classifications shown above
Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper)

Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2018fbLoc18hevhwyII

Craft : Operating Engineer **Effective Date :** 07/05/2018 **Last Posted :** 07/05/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$35.89		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$51.04	$68.98
Class 2	$35.77		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$50.92	$68.80
Class 3	$34.73		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$49.88	$67.24
Class 4	$33.55		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$48.70	$65.47
Class 5	$28.09		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$43.24	$57.28
Class 6	$36.14		$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$51.29	$69.36
Apprentice	Percent											
1st Year	50.00	$17.94	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$33.10	$42.07
2nd Year	60.00	$21.53	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$36.68	$47.45
3rd Year	70.00	$25.12	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$40.27	$52.83
4th Year	80.00	$28.71	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$43.86	$58.22
Field Mech Trainee Class 2												
1st year	49.85	$17.89	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$33.04	$41.99
2nd year	59.78	$21.46	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$36.61	$47.33
3rd year	69.77	$25.04	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$40.19	$52.71
4th year	79.73	$28.62	$8.26	$6.00	$0.80	$0.00	$0.00	$0.09	$0.00	$0.00	$43.77	$58.07

Special Calculation Note : Other: Education & Safety Fund is $0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS,

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MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig: Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus $4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-

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Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus $3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275

Change # : LCR01-2019fbLoc1275

Craft : Painter **Effective Date :** 05/01/2019 **Last Posted :** 04/24/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$24.76		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.06	$51.44
Paperhanger Wall Washer	$24.76		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.06	$51.44
Spray Painter	$25.26		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.56	$52.19
Structural Steel Swing Stage	$25.06		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.36	$51.89
Sandblast steam Clean Water Blasting (3500 PSI and Over) and Hazardous	$24.46		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$38.76	$50.99
Stacks and towers	$28.27		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$42.57	$56.71
Tanks - All Tanks 50,000 gallon capacity or more	$28.27		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$42.57	$56.71
Apprentice	Percent											
0-1500 hrs	60.00	$14.86	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$21.62	$29.04
1501-3000 hrs	70.00	$17.33	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$24.09	$32.76
3001-4500 hrs	80.00	$19.81	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$26.57	$36.47
4501-6000 hrs	90.00	$22.28	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$29.04	$40.19

Special Calculation Note :

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Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers.
Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems.
Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.
All Tanks 50,000 gallon capacity or more will be at the tank stated rate.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

Change # : LCN01-2019fbLoc1275

Craft : Painter **Effective Date :** 05/01/2019 **Last Posted :** 04/24/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1	$34.24		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$48.54	$65.66
Painter Bridges Class 1 Qualified Painters Blasters Riggers	$34.24		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$48.54	$65.66
Painter Bridges Class 2 Equipment Tenders and/or Containment Builders	$27.39		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$41.69	$55.39
Painter Bridges Class 3 Support Personal	$22.26		$5.54	$8.31	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.56	$47.69
Apprentice	Percent											
1st 0-1500 hrs	60.00	$20.54	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$27.30	$37.58
2nd 1501-3000 hrs	70.00	$23.97	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$30.73	$42.71
3rd 3001-4500 hrs	80.00	$27.39	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$34.15	$47.85
4th 4501-6000 hrs	90.00	$30.82	$5.54	$0.77	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$37.58	$52.98

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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1 Journeyman to 1 Apprentice

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter **Effective Date :** 06/10/2015 **Last Posted :** 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	$19.09	$3.65	$0.00	$0.00	$0.66	$0.00	$0.00	$0.00	$0.00	$23.40	$32.94
Top Helper Class B	$19.09	$3.65	$0.65	$0.00	$1.03	$0.00	$0.37	$0.00	$0.00	$24.79	$34.33
Top Helper Class C	$19.09	$3.65	$1.00	$0.00	$1.76	$0.00	$0.37	$0.00	$0.00	$25.87	$35.41
Helper Class A	$14.69	$3.65	$0.00	$0.00	$0.51	$0.00	$0.00	$0.00	$0.00	$18.85	$26.19
Helper Class B	$14.69	$3.65	$0.65	$0.00	$0.79	$0.00	$0.28	$0.00	$0.00	$20.06	$27.40
Helper Class C	$14.69	$3.65	$1.00	$0.00	$1.64	$0.00	$0.28	$0.00	$0.00	$21.26	$28.60
New Hire 90 Days	$11.00	$3.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.65	$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY,

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SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD $1.50 per hour.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter **Effective Date :** 08/03/2016 **Last Posted :** 08/03/2016

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	$21.25	$1.33	$0.14	$0.00	$0.00	$0.00	$0.57	$0.00	$0.00	$23.29	$33.92
Painter Sign Journeyman Tech/Team Leader Class B	$21.25	$1.33	$0.14	$0.00	$0.41	$0.00	$0.57	$0.00	$0.00	$23.70	$34.32
Painter Sign Journeyman Tech/Team Leader Class C	$21.25	$1.33	$0.14	$0.00	$0.82	$0.00	$0.57	$0.00	$0.00	$24.11	$34.74
Painter Sign Journeyman Tech/Team Leader Class D	$21.25	$1.33	$0.14	$0.00	$1.23	$0.00	$0.57	$0.00	$0.00	$24.52	$35.14
Sign Journeyman Class A	$20.98	$1.33	$0.14	$0.00	$0.00	$0.00	$0.56	$0.00	$0.00	$23.01	$33.50
Sign Journeyman Class B	$20.98	$1.33	$0.14	$0.00	$0.40	$0.00	$0.56	$0.00	$0.00	$23.41	$33.90
Sign Journeyman Class C	$20.98	$1.33	$0.14	$0.00	$0.81	$0.00	$0.56	$0.00	$0.00	$23.82	$34.31
Sign Journeyman Class D	$20.98	$1.33	$0.14	$0.00	$1.21	$0.00	$0.56	$0.00	$0.00	$24.22	$34.71
Tech Sign Fabrication/ Erector Class A	$15.90	$1.33	$0.14	$0.00	$0.00	$0.00	$0.43	$0.00	$0.00	$17.80	$25.75
Tech Sign	$15.90	$1.33	$0.14	$0.00	$0.31	$0.00	$0.43	$0.00	$0.00	$18.11	$26.06

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Fabrication/ Erector Class B											
Tech Sign Fabrication/ Erector Class C	$15.90	$1.33	$0.14	$0.00	$0.61	$0.00	$0.43	$0.00	$0.00	$18.41	$26.36
Tech Sign Fabrication/ Erector Class D	$15.90	$1.33	$0.14	$0.00	$0.92	$0.00	$0.43	$0.00	$0.00	$18.72	$26.67

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
Class A: less that 1 year.
Class B: 1-3 years.
Class C; 3-10 years.
Class D: More than 10 years.

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Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCON1-2017fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 07/05/2017 **Last Posted :** 07/05/2017

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	$26.49		$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$40.99	$54.24
Apprentice	Percent											
First 6 months	80.00	$21.19	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$35.69	$46.29
7-12 months	85.00	$22.52	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$37.02	$48.27
13-18 months	90.00	$23.84	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$38.34	$50.26
19-24 months	95.00	$25.17	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.67	$52.25
25-30 months	100.00	$26.49	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$40.99	$54.24

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice per company/project

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

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GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : CN1-2017-fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 07/05/2017 **Last Posted :** 07/05/2017

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	$26.91		$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.41	$54.87
Apprentice	**Percent**											
First 6 months	80.00	$21.53	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$36.03	$46.79
7-12 months	85.00	$22.87	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$37.37	$48.81
13-18 months	90.00	$24.22	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$38.72	$50.83
19-24 months	95.00	$25.56	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$40.06	$52.85
25-30 months	100.00	$26.91	$7.00	$7.30	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.41	$54.87

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice per company/project

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

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GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Change # : LCN01-2018fbLoc132

Craft : Cement **Effective Date :** 06/01/2018 **Last Posted :** 05/25/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$25.93		$7.30	$4.10	$0.65	$0.00	$2.85	$0.00	$0.00	$0.00	$40.83	$53.79
Apprentice	Percent											
1st yr	70.00	$18.15	$7.30	$4.10	$0.65	$0.00	$2.85	$0.00	$0.00	$0.00	$33.05	$42.13
2nd yr	80.00	$20.74	$7.30	$4.10	$0.65	$0.00	$2.85	$0.00	$0.00	$0.00	$35.64	$46.02
3rd yr	90.00	$23.34	$7.30	$4.10	$0.65	$0.00	$2.85	$0.00	$0.00	$0.00	$38.24	$49.91

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:
$.50 above the regular rate for heights up to fifty (50) feet above grade level
$1.00 above the regular rate for heights over fifty (50) feet above grade level

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2018fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/06/2018 **Last Posted :** 06/06/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$28.65		$9.08	$6.03	$0.44	$0.00	$0.00	$0.00	$0.00	$0.00	$44.20	$58.52
Apprentice	Percent											
1st year	50.00	$14.33	$9.08	$6.03	$0.44	$0.00	$0.00	$0.00	$0.00	$0.00	$29.88	$37.04
2nd year	70.00	$20.05	$9.08	$6.03	$0.44	$0.00	$0.00	$0.00	$0.00	$0.00	$35.60	$45.63
3rd year	90.00	$25.78	$9.08	$6.03	$0.44	$0.00	$0.00	$0.00	$0.00	$0.00	$41.34	$54.23

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

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Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2018fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/06/2018 **Last Posted :** 06/06/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$29.64		$9.08	$6.03	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$45.20	$60.02
Apprentice	Percent											
1st year	50.00	$14.82	$9.08	$6.03	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$30.38	$37.79
2nd year	70.00	$20.75	$9.08	$6.03	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.31	$46.68
3rd year	90.00	$26.68	$9.08	$6.03	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$42.24	$55.57

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,

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TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2018fbLoc200

Craft : Carpenter **Effective Date :** 06/13/2018 **Last Posted :** 06/13/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$29.20		$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$46.59	$61.19
Piledriver	$29.07		$6.57	$7.78	$0.36	$0.00	$1.51	$0.10	$0.00	$0.00	$45.39	$59.93
Apprentice	Percent											
1st 6 months	60.00	$17.52	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$34.91	$43.67
2nd 6 months	65.00	$18.98	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$36.37	$45.86
3rd 6 months	70.00	$20.44	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$37.83	$48.05
4th 6 months	75.00	$21.90	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$39.29	$50.24
5th 6 months	80.00	$23.36	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$40.75	$52.43
6th 6 months	85.00	$24.82	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$42.21	$54.62
7th 6 months	90.00	$26.28	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$43.67	$56.81
8th 6 months	95.00	$27.74	$6.85	$8.38	$0.38	$0.00	$1.66	$0.12	$0.00	$0.00	$45.13	$59.00

Special Calculation Note : Other is UBC National Fund

Ratio :

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprectices employed.
Thereafter, every third additonal carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON, WASHINGTON

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Special Jurisdictional Note : **Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

Details :

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Classification = All, County = UNION, Union = All

County	Classification	Effective	Posted	Union
UNION	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
UNION	Asbestos Worker	1/9/2019	1/9/2019	Asbestos Local 50 Zone 1
UNION	Boilermaker	3/28/2012	3/28/2012	Boilermaker Local 85
UNION	Bricklayer	6/1/2018	5/30/2018	Bricklayer Local 55
UNION	Bricklayer	6/1/2018	5/30/2018	Bricklayer Local 55 Tile Setter
UNION	Bricklayer	6/13/2018	6/13/2018	Bricklayer Local 55 Tile & Marble Finisher
UNION	Carpenter	5/25/2018	5/25/2018	Carpenter Millwright Local 1090 Columbus
UNION	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
UNION	Carpenter	5/25/2018	5/25/2018	Carpenter & Pile Driver Local 200
UNION	Carpenter	6/13/2018	6/13/2018	Carpenter & Piledriver SC District HevHwy
UNION	Bricklayer	6/6/2018	6/6/2018	Cement Mason Bricklayer Local 97 HevHwy A
UNION	Bricklayer	6/6/2018	6/6/2018	Cement Mason Bricklayer Local 97 HevHwy B
UNION	Cement	6/1/2018	5/25/2018	Cement Mason Local 132 (Columbus)
UNION	Cement Mason	5/1/2018	4/11/2018	Cement Mason Statewide HevHwy Exhibit A District III
UNION	Cement Mason	5/1/2018	4/11/2018	Cement Mason Statewide HevHwy Exhibit B District III
UNION	Electrical	1/1/2019	12/19/2018	Electrical Local 683 Inside
UNION	Electrical	1/1/2019	12/19/2018	Electrical Local 683 Inside Lt Commercial South West
UNION	Voice Data Video	5/28/2018	5/25/2018	Electrical Local 683 Voice Data Video
UNION	Lineman	4/24/2019	4/24/2019	Electrical Local 71 High Tension Pipe Type Cable
UNION	Lineman	4/24/2019	4/24/2019	Electrical Local 71 Outside Utility Power
UNION	Lineman	2/27/2019	2/27/2019	Electrical Local 71 Outside (Central OH Chapter)
UNION	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
UNION	Elevator	2/13/2019	2/13/2019	Elevator Local 37
UNION	Glazier	11/1/2018	10/31/2018	Glazier Local 372
UNION	Ironworker	6/6/2018	6/6/2018	Ironworker Local 172
UNION	Laborer Group 1	5/1/2018	4/11/2018	Labor HevHwy 3
UNION	Laborer	6/1/2018	5/30/2018	Labor Local 423
UNION	Operating Engineer	7/5/2018	7/5/2018	Operating Engineers - Building Local 18 - Zone III
UNION	Operating Engineer	7/5/2018	7/5/2018	Operating Engineers - HevHwy Zone II
UNION	Drywall Finisher	5/1/2019	4/24/2019	Painter Local 1275
UNION	Painter	5/1/2019	4/24/2019	Painter Local 1275
UNION	Painter	5/1/2019	4/24/2019	Painter Local 1275 HevHwy
UNION	Painter	5/1/2019	4/24/2019	Painter Local 1275 Industrial
UNION	Painter	6/10/2015	6/10/2015	Painter Local 639
UNION	Painter	8/3/2016	8/3/2016	Painter Local 639 Zone 2 Sign
UNION	Plasterer	7/26/2017	7/26/2017	Plasterer Local 132 (Columbus)
UNION	Plumber Pipefitter	6/13/2018	6/13/2018	Plumber Pipefitter Local 189
UNION	Roofer	9/26/2018	9/26/2018	Roofer Local 86
UNION	Sheet Metal Worker	2/20/2019	2/20/2019	Sheet Metal Local 24 Columbus
UNION	Sprinkler Fitter	4/3/2019	4/3/2019	Sprinkler Fitter Local 669
UNION	Truck Driver	7/5/2017	7/5/2017	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
UNION	Truck Driver	7/5/2017	7/5/2017	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

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HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

_____
(Firm Name)

_____
(Address)

_____
(City, State and Zip Code)

as principal, shall indemnify and save harmless Union County, Ohio, The Ohio Department of Transportation, State of Ohio, their agents and employees, from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of

_____, 2019.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF:

_____

_____

ATTEST: _____

AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

STATE OF _____)
COUNTY OF _____)
_____) S.S.

_____, being sworn, deposes and says

that he is Secretary of _____ a

corporation organized and existing under an by virtue of the laws of the State of _____,

corporation charter/registration # _____, and having its principal office at

_____, _____, County,
(number and street) (city) (name of county)

_____.
(state)

Affiant further says that he is familiar with the records, minute books and by-laws of

_____. Affiant further says that
(name of corporation)

_____ of the corporation
(Name) (Title)

is duly authorized to sign the Contract for the construction of _____

_____ for said corporation by

virtue of _____
(state whether a provision of by-laws or a resolution of the Board of Directors)

_____.
(If by a resolution, give date of adoption.)

_____
(Secretary of Corporation)

Sworn to before me and subscribed in my presence this ___ day of _____, ____.

_____

Notary Public in and for

_____, County

DELINQUENT TAXES AFFIDAVIT

STATE OF OHIO
COUNTY OF _____
(County in which Contractor resides)

_____ being duly cautioned and sworn states as follows:

1. That he/she is _____ of
(Title)
_____.
(Name of contracting party)

2. That _____ **is not** presently charged with any delinquent
(Name of contracting party)
personal property taxes on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties:
_____Union_____ _____

-OR-

2. That _____ **is** charged with delinquent personal property tax
(Name of contracting party)
on the general tax list of personal property of any county is which this taxing district has property. This taxing district includes property within the following counties: _____Union_____
_____

A. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is $_____.

_____
Affiant

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

_____
Notary Public

Note to Fiscal Officer: If any personal property taxes are delinquent you must send a copy of this statement to the County Treasurer within thirty days of the date it is submitted.

WARNING: MAKING FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT.