# PROPOSAL
# and
# CONTRACT DOCUMENTS
# and
# SPECIFICATIONS
# for the

# UNI-CR 78-001 Collins Road Bridge Rehabilitation

# DKW05

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: _____
E-MAIL: _____

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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

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

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:

**UNI-CR78-001 Collins Road Bridge Rehabilitation**

Plans, Specifications and Bid Forms are available in the office of the Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040, between the hours of 7:30 am and 5:00 pm on weekdays (holidays excluded).

This notice can be obtained through the County Engineer's website www.union.oh.us/engineer under the "Bid Information" section.

Proposals must be received by 10:00 A.M. local time, on Tuesday, June 30, 2020, in the office of the Board of Commissioners of Union County located in the 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 November 30th, 2020.

**The engineer's estimate is $859,000.**

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.

Only ODOT pre-qualified bidders are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.**



Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

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
6/8/20

Publish: Marysville Journal Tribune (6/8/20; 6/15/20; 6/22/20) Union County Website



**County Engineer**
**Environmental Engineer**
**Building Department**

233 W. Sixth Street
Marysville, Ohio 43040

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

## INSTRUCTIONS TO BIDDERS

1. **Work To Be Done**
The work to be done under this contract involves the furnishing of all labor, materials, and construction equipment necessary for the construction of the project noted in the foregoing notice.

2. **Receipt and Opening of Bids**
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 10:00 A.M. local time, on Tuesday, June 30, 2020. The proposals will be opened and read aloud immediately thereafter. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for **UNI CR78-001 Collins Road Bridge Rehabilitation**.

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.

3. **Preparation of Bid**
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 item 6 of the Instructions to Bidders. 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.

**4. Method of Bidding**

Proposals are solicited for the construction as shown on the plans and described in the specifications. Proposals shall be submitted on a lump sum basis.

**5. Bid Proposal Surety**

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 (Performance) 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.

**6. Examination of Site(s)**

Bidders are required to satisfy themselves by personal examination at the site(s) of the work, and by examination and study of the contract documents as to the conditions existing and difficulties likely to be encountered in the construction 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.

**7. Award of Contract**

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.

**8. Contract**

The bidder to whom the award is made will be required to execute a written contract with Union County. In addition, the bidder will need 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.

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

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 shall also be submitted with the bid.

**9. Performance Bond and Payment Bond**

Within ten (10) days after the award of the Contract, the bidder to whom the Contract is awarded shall furnish and maintain a satisfactory performance bond and a separate payment bond for one hundred percent (100%) of the amount of the Contract, conditioned upon the faithful performance by the Contractor of all the covenants, stipulations, and agreements in the Contract. **Union County and the Ohio Department of Transportation shall both be named as an obligee 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.

**10. Work Experience and Qualifications Summary**

The bidder is required to state in detail, what work of a character similar to the above Work to be done that he has 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 Contractor.

**11. Federal and State of Ohio Required EEO Certification Clause**

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

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

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

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

**12. Required Contract Clauses and Conditions**

The required contract provisions are included in State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects and are hereby incorporated reference as if rewritten herein.

**13. Ohio Worker's Compensation Coverage**

The Contractor must secure and maintain valid Ohio workers' compensation coverage. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the Engineer before the contract will be executed by the Engineer.

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 it's or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

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

14. **Drug-Free Work Place**
The Contractor must be enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation **within 8 days of the bid opening**.

15. **Notice of Delinquent Taxes**
Within ten (10) days after the award of the Contract the bidder shall submit to the Union County Engineer an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount. If the 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.

16. **Insurance Certificate**
Within ten (10) days after the award of the contract the successful bidder shall deliver a copy of his Ohio Worker's Compensation Certificate and an insurance certificate to the Union County Engineer. See the General Conditions for specific insurance requirements.

17. **Labor and Wage Rates**
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.

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 applicable to public improvements in effect on the date of advertising for bids and as shown in the bidding proposal. Copies of the payroll must be furnished in accordance with Ohio Revised Code, Section 4115.071.

18. **Time of Commencement, Completion and Milestone Dates**
Construction work shall be completed no later than November 30, 2020. The actual period of work shall not exceed 115 calendar days.

19. **Documents Required at the Time of Proposal**
Each bid shall include **in this order**:
- Title Page/Table of Contents
- Notice to Bidders
- Instructions to Bidders
- General Conditions
- The properly completed Proposal
- Proposal Surety, (bond or certified check, cashiers check, or letter of credit)

- Completed Addendums (if applicable)
- Detailed Specifications
- Hold Harmless Agreement
- Non-Collusion Affidavit
- Certification of Non-Segregated Facilities
- Dispute Resolution Policy
- Delinquent Taxes Affidavit
- EEO Certificate of Compliance
- Contractor Corporation Affidavit along with resolution authorizing the formation of the Corporation.
- ODOT Certification of Qualification
- Request for Taxpayer Identification Number (W-9)
- Contract
- Notice of Award
- Notice of Commencement
- Notice to Proceed
- State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects
- Prevailing Wage

**20. Additional Obligations upon Contract Award**

Prior to execution of the Contract, the Contractor shall furnish:

- Any necessary performance bonds, payment bonds
- Contractors Certificate of Insurance listing the Union County Board of Commissioners as additional insured.
- Contractor's Workers Compensation Certificate
- All documents or evidence of same required in these contract documents.

## GENERAL CONDITIONS

1. **INTENT**

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.

2. **UNION COUNTY ENGINEER TO ORDER, EXPLAIN, AND DECIDE**

The Union County Engineer or his representative, shall give all orders and directions contemplated under the Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and material; shall determine all questions respecting the true construction or meaning of the specifications, or relating to said work, and 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**

The Contractor shall take all responsibility for the work, shall bear all losses resulting to him 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 and its officers and representatives, from all claims of any kind arising from the performance of this Contract.

The Contractor shall have sufficient 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.

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.

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.

3. **RESPONSIBILITY OF CONTRACTOR, cont'd.**

All work associated with this contract shall be performed between the hours of 6:30 AM and 8:00 PM Monday thru Saturday. No work may be performed outside these time periods unless approved by the Engineer.

4. **SUBCONTRACTORS**

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. 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:** 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.**

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.

5. **DRUG-FREE WORKPLACE PROGRAM PARTICIPATION, cont'd.**

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.

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.

In addition to OBWC-approved DFWP Level 1 requirements, the Department 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**

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.

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

6. **SAFETY, INDEPENDENT CONTRACTOR INDEMNIFICATION, cont'd.**
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 or 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.

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 REPRESENTATIONS**
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.

Subsurface investigation information is available by request from the Union County Engineer.

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

**8. LUMP SUM and UNIT BID PRICES, continued**

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. REPORTING BID RIGGING:** US DEPARTMENT OF TRANSPORTATION HOTLINE INFORMATION

To report bid rigging activities call:

1-800-424-9071

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

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

**10. NON-PERFORMANCE WORK**

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.

**11. EXTRA WORK**

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.

**12. CANCELLATION OF CONTRACT**

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,

**12. CANCELLATION OF CONTRACT, cont'd**

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.

**12. CANCELLATION OF CONTRACT, cont'd**

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.

**13. EXTENSION OF TIME**

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.

**14. FAILURE TO MEET COMPLETION DATE**

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 108.07 of the 2016 ODOT CMS.

**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 | $1,400 |
| Over 50,000,000 | | $2,900 |

**15. GUARANTEE AND BOND**

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.

**16. CONTRACTOR TO CHECK DRAWINGS**

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.

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

The Contractor shall save harmless Union County, the Union County Engineer, the Union County Commissioners and all of its representatives, or any affected railroad or railway company, or any fee owner from whom a temporary right-of-way has been acquired for the project, from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement or on account of any act or omission, by the Contractor.

**17. RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE, cont'd**

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 provide that the contractor's liability and auto policies shall not be changed to reduce or restrict coverage 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 Department with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

a. 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
and Advertising Injury Limit $1,000,000.00
Each Occurrence Limit $1,000,000.00

The above minimum coverages may be obtained 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 shall name the Union County Board of Commissioners 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.

**17. RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE, cont'd**

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.

(i) Worker's Compensation and Employers Liability

1. Worker's Compensation Insurance in compliance with Ohio Worker's Compensation laws and other applicable Worker's Compensation or disability laws.

(ii) Professional Liability Insurance:

The Contractor must secure and maintain professional liability insurance as specified below, for the minimum limits indicated. Policies written on a claims-made basis shall have a retroactive date which covers the period in which the design work began. The insurance policy shall be written by an insurance company authorized to transact business in the State of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers and shall be rated A- or better by A.M Best at the time the contract is executed by the County.

The Contractor must immediately notify the Engineer in writing if it or any of its Consultants fails or refuses to renew its Professional Liability Insurance, Project Professional Liability Insurance Policy or Workers' Compensation Insurance. Furthermore, the Contractor must notify the Engineer in writing if it or any of its Consultant's policies are cancelled, lapse, terminated or modified so that the insurance does not meet the requirements set forth in this Design Build Contract.

The failure to comply with any of the provisions contained in this contract shall be considered a breach of contract.

The Contractor providing in-house professional services shall carry Practice Professional Liability Insurance in the amount of $1,000,000 per claim/annual aggregate to protect against claims arising from the performance of its professional services caused by the negligent acts, errors, or omissions for which the Contractor is legally liable.

## 17. RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE, cont'd

The coverage shall be maintained for the design and construction period and a period of 2 years after substantial completion of the project as long as it is commercially available.

A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

When the Contractor retains Consultants to provide professional services, the Contractor shall ensure that the Consultants maintain Practice Liability Insurance of $1,000,000 per claim/annual aggregate for the design and construction period and a period of 2 years after substantial completion of the project, as long as it is commercially available. A certificate of insurance evidencing such coverage must be submitted for the entity providing professional services prior to the execution of the Design Build Contract.

**All design professionals, consultants, and sub-consultants providing service including environmental and geotechnical services, must have professional liability insurance in place during the design, construction and discovery period of not less than two years.**

The cost of this policy minus deductible contributions shall be paid as a separate lump sum bid item. In order for payment to be made, the Contractor must submit an invoice from the insurance company prior to preparation of the pay estimate by the Engineer.

The Engineer and employees assume no responsibility for the adequacy of limits and coverage in the event of any claim against the Contractor, its employees, subcontractors, design consultant, sub-consultants or any agent of any of them and the obligations of the indemnity requirement above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the state's statute of response.

The insurance hereinbefore specified shall be taken out before execution of the Contract by the County and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Engineer. Such policy shall include a thirty (30) days cancellation notice.

**17. RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE, cont'd**

'Evidence' as above set forth shall consist of furnishing the Engineer one (1) original and one (1) certified copy of the policy.

Payment will be made at the contract price for:

| ITEM | UNIT | DESCRIPTION |
|---|---|---|
| 100 | Lump Sum | SPECIAL-PROFESSIONAL LIABLITY INSURANCE |

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

Pursuant to 107.12 and 107.14, 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 107.14.

**19. TAXES**

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.

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

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.

## 21. SETTLEMENT OF DISPUTE

If any differences arise between the parties hereto, relative to any feature of this Contract, such differences shall be governed by the laws of the State of Ohio and any disputes shall be venued in the Court of Common Pleas of Union County, Ohio. Refer to the Dispute Resolution and Administrative Claim Process on the requirements.

## 22. REPORTS AND PAYMENT

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 Documents. Payments will be made to the Contractor approximately thirty (30) days after the approval by the Union County Engineer. **Payment will be made from ODOT directly to the Contractor, therefore the Contractor is required to establish Electronic Funds Transfer with the State of Ohio.**

## 23. PARTIAL PAYMENT

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%).**

From the date the contract is fifty per cent complete, as evidenced by payments in the amount of at least fifty per cent of the contract to the person with whom the owner has contracted, all funds retained pursuant to sections 153.12 and 153.14 of the Revised Code for the faithful performance of work shall be deposited in the escrow account designated in section 153.63 of the Revised Code.

## 24. HAUL ROUTE

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

## 26. CHANGE ORDERS

A change order will be processed prior to the final payment to balance any and all overages and nonperformance items. Change orders will still be processed throughout the course of the project, for new items, large quantity changes or as determined by the County Engineer. This project will follow ODOT's Change Order Process found in the Construction and Material Specification (CMS) 109.05.

**PROPOSAL**

TO: Board of Commissioners, Union County, Ohio
PROJECT: UNI-CR78A-001 BRIDGE REHABILITATION
NAME:_____

The undersigned, having full knowledge of the site(s) of the Project, the specifications applicable to the Project, and the conditions of this Proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the Project in accordance with the Plans and Detailed Specifications, within the time specified for completion and to accept payment in accordance with the unit prices stated below as full compensation for all furnished services, labor, material & equipment.

| REF# | ITEM | ITEM EXT. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|
| | | | **ROADWAY** | | | | |
| 1 | 201 | 11000 | CLEARING AND GRUBBING | 1 | LUMP | | |
| 2 | 202 | 42000 | ANCHOR ASSY REMOVED, TYPE A | 1 | EACH | | |
| 3 | 202 | 38001 | GUARDRAIL REMOVED, AS PER PLAN | 725.0 | FT | | |
| 4 | 203 | 10000 | EXCAVATION | 2 | CU YD | | |
| 5 | 203 | 20000 | EMBANKMENT | 133 | CU YD | | |
| 6 | 204 | 10000 | SUBGRADE COMPACTION | 319 | SQ YD | | |
| 7 | 204 | 45000 | PROOF ROLLING | 1 | HOUR | | |
| 8 | 606 | 15050 | GUARDRAIL, TYPE MGS | 700 | FT | | |
| 9 | 606 | 26050 | ANCHOR ASSEMBLY, MGS TYPE B | 1 | EACH | | |
| 10 | 606 | 35003 | MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1, AS PER PLAN | 4 | EACH | | |
| | | | | | | | |
| 11 | 254 | 01000 | PAVEMENT PLANING, ASPHALT CONCRETE, 1.25" | 534 | SQ YD | | |
| 12 | 254 | 01000 | PAVEMENT PLANING, ASPHALT CONCRETE, 2" | 267 | SQ YD | | |
| 13 | 254 | 01000 | PAVEMENT PLANING, ASPHALT CONCRETE, 4" | 110 | SQ YD | | |
| | | | | | | | |
| | | | **EROSION CONTROL** | | | | |
| 14 | 659 | 00530 | SEEDING AND MULCHING, CLASS 3B | 1300 | SQ YD | | |
| 15 | 659 | 20000 | COMMERCIAL FERTILIZER | 0.18 | TON | | |
| | | | | | | | |
| 16 | 659 | 35000 | WATER | 7 | MGAL | | |
| 17 | 670 | 00520 | SLOPE EROSION PROTECTION MAT, TYPE B | 400 | SQ YD | | |
| | | | | | | | |
| | | | **PAVEMENT** | | | | |
| 18 | 301 | 46000 | ASPHALT CONCRETE BASE, PG64-22 | 22 | CU YD | | |
| 19 | 304 | 20000 | AGGREGATE BASE | 74 | CU YD | | |
| 20 | 407 | 10000 | TACK COAT | 110 | GAL | | |
| 21 | 441 | 10000 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 | 39 | CU YD | | |
| 22 | 441 | 50300 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448) | 9 | CU YD | | |
| 23 | 441 | 50000 | ASPHALT CONCRETE LEVELING COURSE, TYPE 1, (448) | 9 | SQ YD | | |
| | | | | | | | |
| | | | **TRAFFIC CONTROL** | | | | |
| 24 | 626 | 00110 | BARRIER REFLECTOR, TYPE 2, BIDIRECTIONAL | 18 | EACH | | |
| 25 | 630 | 86010 | GROUND MOUNTED SUPPORT, NO. 3 POST | 9 | EACH | | |
| 26 | 646 | 00490 | STOP LINE | 20 | FT | | |
| 27 | 630 | 86010 | REMOVAL OF GROUND MOUNTED SIGN POST AND REERECTION | 9 | EACH | | |
| 28 | 646 | 00094 | EDGE LINE, 6" | 0.28 | MILE | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 29 | 646 | 00290 | CENTER LINE | 0.18 | MILE | | |
| | | | | | | | |
| | | | **STRUCTURES (20' AND OVER)** | | | | |
| 30 | 202 | 11201 | PORTIONS OF STRUCTURE REMOVED, AS PER PLAN | 1 | LUMP | | |
| 31 | 202 | 23500 | WEARING COURSE REMOVED | 610 | SQ YD | | |
| 32 | 503 | 21300 | UNCLASSIFIED EXCAVATION | 1 | LUMP | | |
| 33 | 509 | 10000 | EPOXY COATED REINFORCING STEEL | 17109 | LB | | |
| 34 | 510 | 10000 | DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT | 194 | EACH | | |
| 35 | 511 | 21520 | CLASS QC2 CONCRETE, SUPERSTRUCTURE | 102 | CU YD | | |
| 36 | 519 | 11101 | PATCHING CONCRETE STRUCTURE, AS PER PLAN | 100 | SQ FT | | |
| 37 | 511 | 45710 | CLASS QC1 CONCRETE, ABUTMENT | 8 | CU YD | | |
| 38 | 512 | 10100 | SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) | 95 | SQ YD | | |
| 39 | 512 | 33010 | TYPE 3 WATERPROOFING | 4 | SQ YD | | |
| 40 | 515 | 12050 | PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, CB21-48(55'-2) | 21 | EACH | | |
| 41 | 518 | 22300 | SPECIAL-STEEL DRIP STRIP | 407 | EACH | | |
| 42 | 516 | 13901 | 2" PREFORMED EXPANSION JOINT FILLER, AS PER PLAN | 84 | SQ FT | | |
| 43 | 516 | 31011 | 3" DEEP JOINT SEALER, AS PER PLAN | 56 | FT | | |
| 44 | 516 | 41100 | 1/8" PREFORMED BEARING PAD | 42 | EACH | | |
| 45 | 516 | 43200 | ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE) (10"x10"x2.4238" THICK) | 84 | EACH | | |
| 46 | 517 | 70000 | RAILING (TWIN STEEL TUBE) | 339.83 | FT | | |
| 47 | 518 | 21200 | POROUS BACKFILL WITH GEOTEXTILE FABRIC | 14 | CU YD | | |
| 48 | 518 | 40000 | 6" PERFORATED CORRUGATED PLASTIC PIPE (PCPP) | 80 | FT | | |
| 49 | 518 | 40010 | 6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS (NPCPP) | 40 | FT | | |
| 50 | 526 | 10001 | REINFORCED CONCRETE APPROACH SLABS, APP (T=12") | 47 | SQ YD | | |
| 51 | 526 | 15001 | REINFORCED CONCRETE APPROACH SLABS, APP (T=13") | 67 | SQ YD | | |
| | | | | | | | |
| | | | **MAINTENANCE OF TRAFFIC** | | | | |
| 52 | 614 | 12420 | DETOUR SIGNING | 1 | LUMP | | |
| 53 | 614 | 11110 | LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASST. | 40 | HOUR | | |
| 54 | 614 | 11000 | MAINTAINING TRAFFIC | 1 | LUMP | | |
| 55 | 619 | 16010 | FIELD OFFICE, TYPE B | 3 | MNTH | | |
| 56 | 623 | 10000 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | 1 | LUMP | | |
| 57 | 624 | 10000 | MOBILIZATION | 1 | LUMP | | |
| | | | | | | | |
| | | | **MISCELLANEOUS** | | | | |
| 58 | SPECIAL | | PERFORMANCE AND PAYMENT BOND | 1 | LUMP | | |

**GRAND TOTAL**

# NOTICE TO BIDDERS

## UNI CR78-001 Bridge Rehabilitation

For your convenience, the bid proposal Excel spreadsheet (6.1) is available on Union County's website at:

www.co.union.oh.us/Engineer

**Click on**

- ✓ Bid Info

PLEASE COMPLETE the column titled "unit price" and the pre-filled and protected formulas will calculate the totals for you.

If you prefer to calculate the proposals manually, both options will be accepted.

Print the completed proposals and send it with your bid packet to the Union County Commissioners by **June 30th at 10:00 A.M.**

## PROPOSAL

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

2. **FEDERALLY REQUIRED EEO CERTIFICATION**

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

**HAS** [ ] **HAS NOT** [ ]

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**
The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds,

- is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; 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. **PREQUALIFICATION**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** Each bid shall be accompanied by satisfactory evidence indicating the Bidder's prequalification with the Ohio Department of Transportation in accordance with section 102.01 of its Construction and Material Specifications dated January 1, 2016.

**Bidder prequalified with the Ohio Department of Transportation?**

**[] YES [] NO**

5. **UNRESOLVED FINDING FOR RECOVERY**

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

**Are you subject to Findings for Recovery [] YES [] NO**

## 6. Limitation on use of Contract Funds for Lobbying

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

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

(b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

7. **CERTIFICATION OF NONSEGREGATED FACILITIES**

By signing this bid, the bidder has agreed to the provisions of the "Certification of Non-segregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

Bidders receiving Federal-aid highway construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the attached notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

The **TOTAL AMOUNT OF THE BID**, based on the Approximate Unit Quantities given above and lump sum/unit prices specified above by the Bidder amounts to the sum of:

_____ and_____/100 Dollars.

($_____)

**COMPLETION DATE:**

Construction shall be completed no later than November 30, 2020. The actual period of closure shall not exceed 115 calendar days.

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 |
| --- | --- |
| | |
| | |
| | |

**SUBCONTRACTORS AND SUPPLIERS:**

| NAME | ITEM | AMOUNT |
| --- | --- | --- |
| | | |
| | | |
| | | |
| | | |

**EXPERIENCE SUMMARY:**

| | Work Performed For | Project Description | Dates | Bid Amount |
| --- | --- | --- | --- | --- |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

**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_____

**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 IN WRITING TO Jeff Stauch, AT*** jstauch@co.union.oh.us.

## DETAILED SPECIFICATIONS

### EXCEPTIONS TO SPECIFICATIONS

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.

### STANDARD SPECIFICATIONS

The Construction and Material Specifications of the Ohio Department of Transportation dated January 1, 2019 apply to this project, unless otherwise noted, as modified for design-build projects.

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

All work associated with this contract shall be performed between the hours of 6:30 AM and 8:00 PM Monday thru Saturday. No work may be performed outside these time periods unless approved by the Engineer.

### STEEL MADE IN THE UNITED STATES (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.

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

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.

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.

**State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects**

## 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

_____, 20____.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF:

_____

_____

ATTEST: _____

## NON-COLLUSION AFFIDAVIT

State of _____

County of _____

**BID IDENTIFICATION:** _____

**CONTRACTOR:** _____

Being first duly sworn, deposes and says that he/she is _____

_____(sole owner, a partner, president, secretary, etc.) of

_____,

**(Name of Company)**

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, associate, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof: or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed _____

Title_____

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

_____

_____

SEAL

Notary Public

# DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

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.

# 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.

# 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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONTRACT

THIS AGREEMENT is made this _____ day of _____, _____ by and between _____, an Ohio corporation, with an address of _____ (hereinafter referred to as the "Contractor") and the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO** with an address of 233 West Sixth Street, Marysville, Ohio, 43040 (hereinafter referred to as the "OWNER".)

WITNESSETH, that the Contractor, the Board of County Commissioners and the Owner for the considerations stated herein mutually agree as follows:

## ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the **UNI CR78-001 COLLINS ROAD BRIDGE REHABILITATION** and required supplemental work for the project all in strict accordance with the Contract Documents.

## ARTICLE 2. The Contract Price, Execution of Agreement, Commencement of Work and Completion Date

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (_____), subject to additions and deductions as provided in the Contract Documents.

The Contractor shall execute this Contract or Agreement and furnish the required contractor's contract bond, if applicable, and certificates of insurance within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor. If the Contractor fails to execute said Contract or Agreement and to furnish said bond within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor, said Owner shall be entitled to consider all the Contractor's rights arising out of the Owner's acceptance of the Contractor's bid as abandoned and as a forfeiture of the Contractor's bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner shall be entitled to such other rights as may be granted by law.

The Contractor shall complete the work detailed in Article 1 and the other contract documents within _____ (____) calendar days after the commencement of work. The date of completion of all the work shall be _____.

## ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

a. This Agreement (with Exhibit "A" Drug-free Workplace Programs addendum which is incorporated as if fully rewritten herein);
b. Addenda;
c. Invitation to Bid;
d. Instructions to Bidders;
e. Signed copy of bid;
f. Work Specifications (including all plans, drawings, etc.);
g. General and Special Conditions, Parts I and II;
h. Technical Conditions; and
i. Federal Requirements.

This Agreement, together with other documents enumerated in this ARTICLE *3,* which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

## Article 4. General Terms and Conditions

All parties agree that should any action at law or in equity be commenced by any party concerning the interpretation, implementation, or breach of this contract, such actions shall be commenced in the Court of Common Pleas of Union County, Ohio or in the Marysville Municipal Court, located in Marysville, Ohio, if the amount in controversy should so permit. Notwithstanding any party's state of incorporation or other legal organization, or the location of any party's principal place of business, all parties acknowledge that either the Court of Commons Pleas of Union County, Ohio or the Marysville Municipal Court, located in Marysville, Ohio, has personal jurisdiction over all parties and that Union County, Ohio shall be the proper venue for all legal and equitable actions arising out of this bid and contract

In the event that mediation, arbitration, or alternative dispute resolution of any kind is required by this bid and contract or by applicable law, or if the parties herein agree to any form of mediation, arbitration, or alternative dispute resolution, the location of any hearing, meeting, investigation, fact-finding, or other activity related thereto, notwithstanding any other provision of this bid or contract, shall be located in the State of Ohio and shall not be farther than seventy-five *(75)* miles from the intersection of U. S. Highway 33 and U. S. Highway 36 in downtown Marysville, Ohio, in actual miles as determined by the shortest route from said intersection. This shall not preclude telephonic or electronic meetings or hearings or other conference calls including individual participants at farther distances.

The laws of the State of Ohio shall govern all aspects of this bid and contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

_____
(Typed Name of Contractor)

Signature_____

(Typed Name)_____

Title_____

Vendor

Federal Identification Number:

_____

OWNER:
BOARD OF COUNTY COMMISSIONERS,
UNION COUNTY, OHIO

Signature_____

(Typed name) Charles Hall, County Commissioner

Signature _____

(Typed name) Gary Lee, County Commissioner

Signature_____

(Typed name) Steve Stolte, County Commissioner

**Certifications:**

I, _____, certify that I am the _____of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Date: _____
Secretary of Corporation

---

Pursuant to Ohio Revised Code Section 153.44, I hereby certify that this Contract and the Contract Documents incorporated herein have been executed in accordance with Ohio Revised Code Section 153.01 to 153.60 inclusive:

_____ Date: _____
Union County Prosecuting Attorney

---

I hereby certify the necessary funds are in the Treasury of Union County or in the process of collection at this time.

_____ Date: _____
Union County Auditor

## PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of materials. In addition to the corporation signatures of the surety company on the bond, each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

## EXHIBIT "A" – ADDENDUM
## DRUG FREE WORKPLACE PROGRAMS

The contractor shall be enrolled in and be in good standing in the drug-free workplace program of the bureau of workers' compensation or a comparable program approved by the bureau that requires an employer to do all of the following:

(a.) Develop, implement, and provide to all employees a written substance use policy that conveys full and fair disclosure of the employer's expectations that no employee be at work with alcohol or drugs in the employee's system, and specifies the consequences for violating the policy.

(b.) Conduct drug and alcohol tests on employees in accordance with division (B)(2)(c) of this section and under the following conditions:

(i) Prior to an individual's employment or during an employee's probationary period for employment, which shall not exceed one hundred twenty (120) days after the probationary period begins;

(ii) At random intervals while an employee provides labor or onsite supervision of labor for a public improvement contract. The employer shall use the neutral selection procedures required by the United States Department of Transportation to determine which employees to test and when to test those employees.

(iii) After an accident at the site where labor is being performed pursuant to a public improvement contract. For purposes of this division, "accident" has the meaning established in rules the administrator of workers' compensation adopts pursuant to Chapters 4121. And 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.

(iv) When the employer or a construction manager has reasonable suspicion that prior to an accident an employee may be in violation of the employer's written substance use policy. For purpose of this division, "reasonable suspicion" has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.

(v) Prior to an employee returning to a work site to provide labor for a public improvement contract after the employee tested positive for drugs or alcohol, and again after the employee returns to that site to provide labor under that contract, as required by either the employer, the construction manager, or conditions in the contract.

(c.) Use the following types of test when conducting a test on an employee under the conditions described in division (B)(2)(b) of this section:

(i) Drug and alcohol testing that uses the federal testing model that the administrator has incorporated into the bureau's drug-free workplace program;

(ii) Testing to determine the concentration of alcohol on an employee's breath is equal to or in excess of the level specified in division (A)(1)(d) or (h) of section 4511.19 of the Revised Code, which is obtained through an evidentiary breath test conducted by a breath alcohol technician using breath testing equipment that meets standards established by the United States Department of Transportation, or, if such technician and equipment are unavailable, a blood test may be used to determine whether the concentration of alcohol in an employee's blood is equal to or in excess of the level specified in division (A)(1)(b) or (f) or section 4511.19 of the Revised Code.

(d.) Require all employees to receive at least one hour of training that increases awareness of and attempts to deter substance abuse and supplies information about employee assistance to deal with substance abuse problems, and require all supervisors to receive one additional hour of training in skill building to teach a supervisor how to observe and document employee behavior and intervene when reasonable suspicion exists of substance use;

(e.) Require all supervisors and employees to receive the training described in division (B)(2)(d) of this section before work for a public improvement contract commences during the term of a public improvement contract;

(f.) Require that the training described in division (B)(2)(d) of this section be provided using material prepared by an individual who has credentials or experience in substance abuse training;

(g.) Assist employees by providing, at a minimum, at list of community resources from which an employee may obtain help with substance abuse problems, except that this requirement does not preclude an employer from having a policy that allows an employer to terminate an employee's employment the first time the employee test positive for drugs or alcohol or if an employee refuses to be tested for drugs, alcohol or both.

A contracting authority shall include all the following statements in the public improvement contract entered into between the contracting authority and a contractor for the public improvement:

(1) "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensations' Drug-Free Workplace Program or a comparable program approved by

the bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement."

(2) "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvements."

(3) "Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will 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."

(4) "Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or 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."

## EXHIBIT "B" – ADDENDUM

The Contractor agrees to both of the following:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates:

(B) That no contractor, subcontractor, or any person on the contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

In the event that there is any breach of the provisions against discrimination set forth above, there shall be a forfeiture, pursuant to R.C. 153.60, as follows

That there shall be deducted from the amount payable to the contractor by the state or by any township, county or municipal corporation thereof, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

That the contract shall be canceled or terminated by the state or by any township, county, or municipal corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

# NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: 2020 Union County UNI CR 78-001 Collins Road Bridge Rehabilitation

The Owner has considered the BID submitted by you on _____, 20_____ (Bid Date) for the above described WORK in response to its Advertisement for Bids, and Information for Bidders.

You are hereby notified that your BID has been accepted for items for: _____) in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, if applicable, and additional documents as required within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20___.

Union County Engineer
(AGENT FOR OWNER)

By: _____
Jeff Stauch
Title: Union County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
(CONTRACTOR)

this the _____ day of _____, 20_____.

By: _____

Name & Title: _____

**Affidavit**

# NOTICE OF COMMENCEMENT UNDER SECTION 1311.252 OF THE OHIO REVISED CODE

Notice is hereby given pursuant to Section 1311.252 of the Ohio Revised Code that construction will commence for the single improvement described below:

1) The name, location and number, if any, used by the Public Authority to identify the improvement to permit the improvement to be identified.

Name:

Location:

2) The name and address of the public Authority:

**Union County Board of Commissioners**
**233 W. 6th Street**
**Marysville, Ohio 43040**

3) The name and address of the Principal Contractor, to include trade.

Name:

Address:

Phone: Trade:

Contract Date:

4) The name and address of the Surety for the Principal Contractor:

Name:

Address:

Phone:

5) The name and address of the representative of the Public Authority upon whom service may be made for the purpose of serving an affidavit pursuant to section 1311.26.

**Union County Board of Commissioners**
**233 W. 6th Street**
**Marysville, Ohio 43040**

6) Name of the person completing this document:

7) Verification:

I,_____,_____, being
(representative of the Public Authority)

sworn, state that the information set forth in this Notice of Commencement is true to

the best of my knowledge and belief.

_____
Affiant

Union County Engineer

signed and sworn to before me this_____day of_____,

_____.

_____
Notary

My Commission expires_____

# Notice to Proceed

**To:** **Date:** _____

**Project Name:**

You are hereby notified that you are authorized to commence WORK in accordance with the Agreement Dated _____, 20_____. The date of completion of all WORK is therefore _____, 20_____.

Signed:

_____
President
Board of County Commissioners
Union County, Ohio
233 West Sixth Street
Marysville, Ohio 43040
(937) 645-3012

---

# Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of_____, 20_____.

By: _____
Name: _____
Title _____

Ohio | Department of Taxation
tax.ohio.gov

STEC CC
Rev. 11/10

# Sales and Use Tax
# Construction Contract Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

| | | | |
|---|---|---|---|
| ☐ | Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision; | ☐ | Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision; |
| ☐ | A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock; | ☐ | A house of public worship or religious education; |
| ☐ | A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12); | ☐ | A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes; |
| ☐ | The original construction of a sports facility under R.C. section 307.696; | ☐ | A hospital facility entitled to exemption under R.C. section 140.08; |
| ☐ | Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state; | ☐ | Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed). |

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

**Owner/Contractee**

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

**Subcontractor**

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

**Political Subdivision**

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

**OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)**

1. **STEEL PRODUCTS MADE IN THE UNITED STATES**
   Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through http://codes.ohio.gov/orc/153.011.

2. **PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**
   This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

   https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform

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

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

   The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

   The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

   The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

4. **OHIO WORKERS' COMPENSATION COVERAGE**
The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

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

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

5. **DRUG-FREE WORKPLACE PROGRAM**
In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. **OHIO PREFERENCE**
In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. **BID GUARANTY**
In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. **OHIO ETHICS LAW**
Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. **STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ____Yes ____No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____Yes ____No

**Bidder must provide a "Yes" answer to one or the other of the above questions.**

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? ____Yes ____No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

**BIDDER'S EEO COVENANTS:**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: http://das.ohio.gov/EOD/CCInputForm29.htm

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants ? ___Yes ____No

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____ ___/___/___
Signature of Authorized Officer Date

_____
Title

**>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.**

## "APPENDIX A" OF THE STATE EEO BID CONDITIONS

### MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

| AKRON | |
|---|---|
| All Trades | 10% |

| COLUMBUS | |
|---|---|
| All Trades | 10% |

| DAYTON | |
|---|---|
| All Trades | 11% |

| TOLEDO | |
|---|---|
| All Trades | 9% |

| YOUNGSTOWN | |
|---|---|
| All Trades | 9% |

| CINCINNATI | |
|---|---|
| Trade | |
| Asbestos Workers | 9% |
| Boilermakers | 9 % |
| Carpenters | 10% |
| Elevator Constructors | 11% |
| Floor Layers | 10% |
| Glaziers | 10% |
| Lathers | 10% |
| Marble, Tile, Terrazzo | 8% |
| Millwright | 10% |
| Operating Engineers | 11% |
| Painters | 11% |
| Pipefitters | 11% |
| Plasterers | 10% |
| Plumbers | 11% |
| Sheet Metal Workers | 11% |
| Other Trades | 11% |

| CLEVELAND | |
|---|---|
| Trade | |
| Asbestos Workers | 17% |
| Boilermakers | 10% |
| Carpenters | 16% |
| Electricians | 20% |
| Elevator Constructors | 20% |
| Floor Layers | 11% |
| Glaziers | 17% |
| Ironworkers | 13% |
| Operating Engineers | 17% |
| Painters | 17% |
| Pipefitters | 17% |
| Plasterers | 20% |
| Plumbers | 17% |
| Roofers | 17% |
| Other Trades | 17% |

## "APPENDIX B" OF THE STATE EEO BID CONDITIONS

### SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the

Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

**EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.

2. Formal internal and external dissemination of contractor's EEO policy.

3. Establishment of responsibilities for implementation of the contractor's affirmative action program.

4. Identification of problem areas (deficiencies) by organizational units and job classification.

5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.

6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.

7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).

9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.

10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.

11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.

2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.

3. The percentage of minority work force as compared with the total work force in the immediate labor area.

4. The general availability of minorities having requisite skills in the immediate labor area.

5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.

6. The availability of promotable minority employees within the contractor's organization.

7. The anticipated expansion, contraction, and turnover of an in the work force.

8. The existence of training institutions capable of training minorities in the requisite skills.

9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the

contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

## "APPENDIX C" OF THE STATE EEO BID CONDITIONS

## FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

# Prevailing Wage Determination Cover Letter

**County:** UNION
**Determination Date:** 06/05/2020
**Expiration Date:** 09/05/2020

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

-20-

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

**Many of our staff are teleworking to stop community spread of the coronavirus (COVID-19). Our office will also not be accepting walk-in customers. The Division is still operational, and customers will still be able to drop off plans, applications and other documents, but we ask that you first work through our web portal, where you can also submit payments. There are no convenience fees for online payment. Please call us at 614-644-2223 or email us at IC@com.state.oh.us with any questions. Thanks for your patience.**

# 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
6606 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

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Ohio | Department of Commerce

Division of Industrial Compliance

# Important Notice
# Prevailing Wage Threshold Levels

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** |

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## As of January 1, 2020:

| | |
|---|---|
| **"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:** | **$93,292** |
| **"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:** | **$27,950** |

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:** Bricklayer Local 55

**Change # :** LCN01-2020fbLoc55

**Craft :** Bricklayer **Effective Date :** 06/04/2020 **Last Posted :** 06/04/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Bricklayer | $29.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.36 | $63.18 |
| Lay Out Man | $30.15 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.86 | $63.93 |
| Saw man | $30.15 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.86 | $63.93 |
| Stone & Cement Mason | $29.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.36 | $63.18 |
| Pointer Caulker Cleaner Block Stone | $29.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.36 | $63.18 |
| Plaster | $29.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.36 | $63.18 |
| Swing Stage (Ground Floor thru 23 rd Floor) | $30.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.36 | $64.68 |
| Swing Stage (24th Floor and Above | $31.65 | | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50.36 | $66.18 |
| **Apprentice Bricklayers & Stone & Pointer Caulker Cleaner** | **Percent** | | | | | | | | | | | |
| 1st 6 months | 50.00 | $14.83 | $9.00 | $0.00 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24.64 | $32.06 |
| 2nd 6 months | 55.00 | $16.31 | $9.00 | $0.00 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26.13 | $34.28 |
| 3rd 6 months | 60.00 | $17.79 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36.50 | $45.40 |
| 4th 6 months | 65.00 | $19.27 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.98 | $47.62 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5th 6 months | 70.00 | $20.75 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.46 | $49.84 |
| 6th 6 months | 75.00 | $22.24 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.95 | $52.07 |
| 7th 6 months | 80.00 | $23.72 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42.43 | $54.29 |
| 8th 6 months | 90.00 | $26.68 | $9.00 | $8.89 | $0.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.40 | $58.74 |
| MASON TRAINEES 1-90 Days | 45.00 | $13.34 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $13.34 | $20.01 |
| 90-365 Days | 45.00 | $13.34 | $9.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22.34 | $29.01 |
| 2nd YEAR | 50.00 | $14.83 | $9.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23.82 | $31.24 |

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

**Ratio :**

REQUIRED RATIO

1-2 Journeyman to 1 Apprentice
3- 6 Journeyman to 2 Apprentice
7-10 Journeyman to 3 Apprentice
11-15 Journeyman to 4 Apprentice

MASON TRAINEE REQUIRED RATIO
:
1 Apprentice permits 1 Mason Trainee

2 Apprentice permits 1 Mason Trainee

3 Apprentice permits 2 Mason Trainee

4 Apprentice permits 2 Mason Trainee

**Jurisdiction ( * denotes special jurisdictional note ) :**
DELAWARE, FRANKLIN, MADISON, PICKAWAY, UNION

**Special Jurisdictional Note :**

**Details :**
MASON TRAINEE: duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job.
MASON TRAINEE may work on job site only when a registered apprentice is on job and the ratios in above table will be strictly enforced.

Above Journeyman Rate:
Brick Power Saw Pay $.50
Designated layout person $.50
Swingstage Work $1.00 at start,and additional $2.00 at 24th floor

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Carpenter Millwright Local 1090 Columbus

**Change # :** LCN01-2020fbLoc1241

**Craft :** Carpenter **Effective Date :** 05/07/2020 **Last Posted :** 05/07/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Carpenter Millwright | $30.47 | | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $53.99 | $69.22 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 6 months | 60.00 | $18.28 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $41.80 | $50.94 |
| 2nd 6 months | 65.00 | $19.81 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $43.33 | $53.23 |
| 3rd 6 months | 70.00 | $21.33 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $44.85 | $55.51 |
| 4th 6 months | 75.00 | $22.85 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $46.37 | $57.80 |
| 5th 6 months | 80.00 | $24.38 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $47.90 | $60.08 |
| 6th 6 months | 85.00 | $25.90 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $49.42 | $62.37 |
| 7th 6 months | 90.00 | $27.42 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $50.94 | $64.65 |
| 8th 6 months | 95.00 | $28.95 | $7.50 | $9.79 | $0.40 | $0.00 | $5.71 | $0.12 | $0.00 | $0.00 | $52.47 | $66.94 |

**Special Calculation Note :** Other is for UBC National Fund.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( * denotes special jurisdictional note ) :**

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MARION, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, UNION

**Special Jurisdictional Note :**

**Details :**

The term "Millwright and Machine Erectors"' jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel,

nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hosts; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drivers directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing or ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, dripping of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trail run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Carpenter & Pile Driver Local 200

**Change # :** LCNO1-2020fbLoc200

**Craft :** Carpenter **Effective Date :** 05/07/2020 **Last Posted :** 05/07/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Carpenter | $27.19 | | $7.30 | $9.58 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $46.22 | $59.82 |
| Pile Driver | $29.71 | | $7.30 | $9.58 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $48.74 | $63.59 |
| Apprentice paid at % of their rate above | Percent | | | | | | | | | | | |
| 1st 6 months | 60.00 | $16.31 | $7.30 | $0.00 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $25.76 | $33.92 |
| 2nd 6 months | 65.00 | $17.67 | $7.30 | $1.00 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $28.12 | $36.96 |
| 3rd 6 months | 70.00 | $19.03 | $7.30 | $2.00 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $30.48 | $40.00 |
| 4th 6 months | 75.00 | $20.39 | $7.30 | $2.00 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $31.84 | $42.04 |
| 5th 6 months | 80.00 | $21.75 | $7.30 | $7.78 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $38.98 | $49.86 |
| 6th 6 months | 85.00 | $23.11 | $7.30 | $8.23 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $40.79 | $52.35 |
| 7th 6 months | 90.00 | $24.47 | $7.30 | $8.68 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $42.60 | $54.84 |
| 8th 6 months | 90.00 | $24.47 | $7.30 | $8.68 | $0.40 | $0.00 | $1.65 | $0.10 | $0.00 | $0.00 | $42.60 | $54.84 |

**Special Calculation Note :** Other is UBC National Fund.

**Ratio :**

1 Journeyman to 1 Apprentice
Thereafter
2 Journeyman to 1 Apprentice

The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a

**Jurisdiction ( * denotes special jurisdictional note ) :**
DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MARION, MUSKINGUM, MORGAN, NOBLE, PERRY, PICKAWAY, UNION

ratio of one (1) apprentice, when avilable, to two (2) journeyman.

## Special Jurisdictional Note :

## Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters.

The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings.

Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

PILEDRIVER:

Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.

The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work.

The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete.

The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.

The loading and unloading of all piling and other material used in connection with Piledrivers work.

The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen.

All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Carpenter & Piledriver SC District HevHwy

**Change # :** LCN01-2020fbLoc200

**Craft :** Carpenter **Effective Date :** 05/07/2020 **Last Posted :** 05/07/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Carpenter | $29.71 | | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $49.19 | $64.04 |
| 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 | $17.83 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $37.31 | $46.22 |
| 2nd 6 months | 65.00 | $19.31 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $38.79 | $48.45 |
| 3rd 6 months | 70.00 | $20.80 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $40.28 | $50.68 |
| 4th 6 months | 75.00 | $22.28 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $41.76 | $52.90 |
| 5th 6 months | 80.00 | $23.77 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $43.25 | $55.13 |
| 6th 6 months | 85.00 | $25.25 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $44.73 | $57.36 |
| 7th 6 months | 90.00 | $26.74 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $46.22 | $59.59 |
| 8th 6 months | 95.00 | $28.22 | $7.50 | $9.58 | $0.40 | $0.00 | $1.88 | $0.12 | $0.00 | $0.00 | $47.70 | $61.82 |

**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

**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 :**

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Cement Mason Bricklayer Local 97 HevHwy A

**Change # :** LCN01-2020fbHvyHwy

**Craft :** Bricklayer **Effective Date :** 06/01/2020 **Last Posted :** 05/21/2020

| | 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 | $29.96 | | $9.50 | $6.77 | $0.47 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46.70 | $61.68 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st year | 50.00 | $14.98 | $9.50 | $6.77 | $0.47 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31.72 | $39.21 |
| 2nd year | 70.00 | $20.97 | $9.50 | $6.77 | $0.47 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.71 | $48.20 |
| 3rd year | 90.00 | $26.96 | $9.50 | $6.77 | $0.47 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.70 | $57.19 |

**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

## 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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Cement Mason Bricklayer Local 97 HevHwy B

**Change # :** LCN01-2020fbHvyHwy

**Craft :** Bricklayer **Effective Date :** 06/01/2020 **Last Posted :** 05/21/2020

| | 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 | $30.95 | | $9.50 | $6.77 | $0.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47.70 | $63.17 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st year | 50.00 | $15.48 | $9.50 | $6.77 | $0.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32.23 | $39.96 |
| 2nd year | 70.00 | $21.66 | $9.50 | $6.77 | $0.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38.42 | $49.25 |
| 3rd year | 90.00 | $27.85 | $9.50 | $6.77 | $0.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44.60 | $58.53 |

**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,

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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Cement Mason Local 132 (Columbus)

**Change # :** LCN01-2019fbLoc132

**Craft :** Cement **Effective Date :** 06/01/2019 **Last Posted :** 05/23/2019

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Cement Mason | $26.48 | | $7.50 | $4.30 | $0.65 | $0.00 | $2.85 | $0.00 | $0.00 | $0.00 | $41.78 | $55.02 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st yr | 70.00 | $18.54 | $7.50 | $4.30 | $0.65 | $0.00 | $2.85 | $0.00 | $0.00 | $0.00 | $33.84 | $43.10 |
| 2nd yr | 80.00 | $21.18 | $7.50 | $4.30 | $0.65 | $0.00 | $2.85 | $0.00 | $0.00 | $0.00 | $36.48 | $47.08 |
| 3rd yr | 90.00 | $23.83 | $7.50 | $4.30 | $0.65 | $0.00 | $2.85 | $0.00 | $0.00 | $0.00 | $39.13 | $51.05 |

**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

# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2019fbCementHevHwy

**Craft :** Cement Mason **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Cement Mason | $29.46 | | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $47.76 | $62.49 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st Year | 70.00 | $20.62 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $38.92 | $49.23 |
| 2nd Year | 80.00 | $23.57 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $41.87 | $53.65 |
| 3rd Year | 90.00 | $26.51 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $44.81 | $58.07 |

**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 :**

# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2020fbCementHevHwy

**Craft :** Cement Mason **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Cement Mason | $29.62 | | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $47.92 | $62.73 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st Year | 70.00 | $20.73 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $39.03 | $49.40 |
| 2nd Year | 80.00 | $23.70 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $42.00 | $53.84 |
| 3rd Year | 90.00 | $26.66 | $8.25 | $7.15 | $0.65 | $0.00 | $2.25 | $0.00 | $0.00 | $0.00 | $44.96 | $58.29 |

**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 :**

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Glazier Local 372

**Change # :** LCN01-2019fbLoc372

**Craft :** Glazier **Effective Date :** 11/06/2019 **Last Posted :** 11/06/2019

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Glazier | $25.88 | | $5.64 | $10.14 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42.07 | $55.01 |
| Apprentice | Percent | | | | | | | | | | | |
| 1-750 hrs | 50.00 | $12.94 | $5.64 | $2.84 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21.83 | $28.30 |
| 751-1500 hrs | 60.00 | $15.53 | $5.64 | $2.84 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24.42 | $32.18 |
| 1501-2250 hrs | 65.00 | $16.82 | $5.64 | $2.84 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25.71 | $34.12 |
| 2251-3000 hrs | 70.00 | $18.12 | $5.64 | $2.84 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27.01 | $36.06 |
| 3001-3750 hrs | 75.00 | $19.41 | $5.64 | $6.55 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32.01 | $41.71 |
| 3751-4500 hrs | 80.00 | $20.70 | $5.64 | $6.55 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33.30 | $43.66 |
| 4501-5250 hrs | 85.00 | $22.00 | $5.64 | $6.55 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34.60 | $45.60 |
| 5251-6000 hrs | 90.00 | $23.29 | $5.64 | $6.55 | $0.41 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35.89 | $47.54 |

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

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( * denotes special jurisdictional note ) :**

CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN, HOCKING, JACKSON, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

**Special Jurisdictional Note :** Fayette County except the eastern portion with Route #141 being the dividing line.

**Details :**

A premium of one dollar ($1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold,either suspended or supported including the Hex type

scaffolding.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Ironworker Local 172

**Change # :** LCN01-2020fbLoc172

**Craft :** Ironworker **Effective Date :** 06/04/2020 **Last Posted :** 06/04/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Ironworker | $30.75 | | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $52.69 | $68.06 |
| Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover | $30.75 | | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $52.69 | $68.06 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st YEAR 0 - 6 Months | 60.00 | $18.45 | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $40.39 | $49.61 |
| 2nd YEAR 13 - 18 Months | 70.00 | $21.52 | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $43.47 | $54.23 |
| 3rd YEAR 25 - 30 Months | 80.00 | $24.60 | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $46.54 | $58.84 |
| 4th YEAR 37 - 42 Months | 90.00 | $27.67 | $8.30 | $9.50 | $1.14 | $0.00 | $3.00 | $0.00 | $0.00 | $0.00 | $49.62 | $63.45 |

**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*

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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Labor HevHwy 3

**Change # :** LCN01-2020fbLocalHevHwy3

**Craft :** Laborer Group 1 **Effective Date :** 05/14/2020 **Last Posted :** 05/14/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Laborer Group 1 | $32.62 | | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $43.97 | $60.28 |
| Group 2 | $32.79 | | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $44.14 | $60.54 |
| Group 3 | $33.12 | | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $44.47 | $61.03 |
| Group 4 | $33.57 | | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $44.92 | $61.71 |
| Watch Person | $25.35 | | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $36.70 | $49.38 |
| Apprentice | Percent | | | | | | | | | | | |
| 0-1000 hrs | 60.00 | $19.57 | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $30.92 | $40.71 |
| 1001-2000 hrs | 70.00 | $22.83 | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $34.18 | $45.60 |
| 2001-3000 hrs | 80.00 | $26.10 | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $37.45 | $50.49 |
| 3001-4000 hrs | 90.00 | $29.36 | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $40.71 | $55.39 |
| More than 4000 hrs | 100.00 | $32.62 | $7.00 | $3.80 | $0.45 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $43.97 | $60.28 |

**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,

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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Labor Local 423

**Change # :** LCN01-2019fbLoc423

**Craft :** Laborer **Effective Date :** 06/01/2019 **Last Posted :** 05/29/2019

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Laborer Group 1 | $27.23 | | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $38.43 | $52.05 |
| Group 2 | $27.54 | | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $38.74 | $52.51 |
| Group 3 | $27.85 | | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $39.05 | $52.98 |
| Group 4 | $28.16 | | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $39.36 | $53.44 |
| Apprentice | Percent | | | | | | | | | | | |
| 0-1000 hrs | 60.00 | $16.34 | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $27.54 | $35.71 |
| 1001-2000 hrs | 70.00 | $19.06 | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $30.26 | $39.79 |
| 2001-3000 hrs | 80.00 | $21.78 | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $32.98 | $43.88 |
| 3001-4000 hrs | 90.00 | $24.51 | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $35.71 | $47.96 |
| More than 4000 hrs | 100.00 | $27.23 | $7.00 | $3.70 | $0.40 | $0.00 | $0.00 | $0.00 | $0.10 | $0.00 | $38.43 | $52.05 |

**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.

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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Operating Engineers - Building Local 18 - Zone III

**Change # :** LCN01-2020fbLoc18zone3

**Craft :** Operating Engineer **Effective Date :** 05/14/2020 **Last Posted :** 05/14/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Operator Class 1 | $38.24 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.69 | $72.81 |
| Class 2 | $38.12 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.57 | $72.63 |
| Class 3 | $37.08 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $52.53 | $71.07 |
| Class 4 | $35.90 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $51.35 | $69.30 |
| Class 5 | $30.44 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $45.89 | $61.11 |
| Class 6 | $38.49 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.94 | $73.18 |
| Class 7 | $38.74 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $54.19 | $73.56 |
| Class 8 | $39.24 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $54.69 | $74.31 |
| Class 9 | $39.49 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $54.94 | $74.68 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 1st Year | 50.00 | $19.12 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $34.57 | $44.13 |
| 2nd Year | 60.00 | $22.94 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $38.39 | $49.87 |
| 3rd Year | 70.00 | $26.77 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $42.22 | $55.60 |
| 4th Year | 80.00 | $30.59 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $46.04 | $61.34 |
| Field Mechanic Trainee | | | | | | | | | | | | |
| 1st Year | 50.00 | $19.12 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $34.57 | $44.13 |
| 2nd Year | 60.00 | $22.94 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $38.39 | $49.87 |
| 3rd Year | 70.00 | $26.77 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $42.22 | $55.60 |
| 4th Year | 80.00 | $30.59 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $46.04 | $61.34 |

**Special Calculation Note :** Other: Education & Safety $0.09

**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 apprenice, while employed as part of a crew per Article VIII, paragraph

**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,

77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, 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, 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 required to have CDL

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use): Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device);' Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment;Compact Cranes,track or rubber over 4,000 pound capacity,self-erecting cranes:stationary,track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw;All rotomills, grinders & planers of all types. Articulating/end dumps (minus $4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-

Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/ hour), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Operating Engineers - HevHwy Zone II

**Change # :** LCN01-2020fbLoc18hevhwyII

**Craft :** Operating Engineer **Effective Date :** 05/14/2020 **Last Posted :** 05/14/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Operator Class 1 | $38.24 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.69 | $72.81 |
| Class 2 | $38.12 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.57 | $72.63 |
| Class 3 | $37.08 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $52.53 | $71.07 |
| Class 4 | $35.90 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $51.35 | $69.30 |
| Class 5 | $30.44 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $45.89 | $61.11 |
| Class 6 | $38.49 | | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $53.94 | $73.18 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st Year | 50.00 | $19.12 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $34.57 | $44.13 |
| 2nd Year | 60.00 | $22.94 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $38.39 | $49.87 |
| 3rd Year | 70.00 | $26.77 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $42.22 | $55.60 |
| 4th Year | 80.00 | $30.59 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $46.04 | $61.34 |
| Field Mech Trainee Class 2 | | | | | | | | | | | | |
| 1st year | 49.85 | $19.06 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $34.51 | $44.04 |
| 2nd year | 59.80 | $22.87 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $38.32 | $49.75 |
| 3rd year | 69.77 | $26.68 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $42.13 | $55.47 |
| 4th year | 79.75 | $30.50 | $8.51 | $6.00 | $0.85 | $0.00 | $0.00 | $0.09 | $0.00 | $0.00 | $45.95 | $61.19 |

**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,

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-

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 (Primary Operator with Specialized CDL Endorsement Add $3.00/ hour), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Painter Local 1275

**Change # :** LCN02-2020fbLoc1275

**Craft :** Drywall Finisher **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Painter Drywall Finisher | $25.56 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.06 | $52.84 |
| Drywall Taper | $25.56 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.06 | $52.84 |
| Drywall Sanders | $24.91 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.41 | $51.87 |
| Drywall, Use of Mechanical or Pneumatic Tools | $26.06 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.56 | $53.59 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 0-1500 hrs | 60.00 | $15.34 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22.30 | $29.96 |
| 2nd 1501-3000 hrs | 70.00 | $17.89 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24.85 | $33.80 |
| 3rd 3001-4500 hrs | 80.00 | $20.45 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27.41 | $37.63 |
| 4th 4501-6000 hrs | 90.00 | $23.00 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29.96 | $41.47 |

**Special Calculation Note :**

**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 :**

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Painter Local 1275

**Change # :** LCR01-2020scLoc1275

**Craft :** Painter **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Painter Brush Roll | $25.16 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.66 | $52.24 |
| Paperhanger Wall Washer | $25.16 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.66 | $52.24 |
| Spray Painter | $25.66 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.16 | $52.99 |
| Structural Steel Swing Stage | $25.46 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.96 | $52.69 |
| Sandblast steam Clean Water Blasting (3500 PSI and Over) and Hazardous | $25.86 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.36 | $53.29 |
| Stacks and towers | $28.67 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.17 | $57.51 |
| Tanks - All Tanks 50,000 gallon capacity or more | $28.67 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.17 | $57.51 |
| Apprentice | Percent | | | | | | | | | | | |
| 0-1500 hrs | 60.00 | $15.10 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22.06 | $29.60 |
| 1501-3000 hrs | 70.00 | $17.61 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24.57 | $33.38 |
| 3001-4500 hrs | 80.00 | $20.13 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27.09 | $37.15 |
| 4501-6000 hrs | 90.00 | $22.64 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29.60 | $40.93 |

**Special Calculation Note :**

## 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.

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Painter Local 1275 HevHwy

**Change # :** LCN02-2020fbLoc1275

**Craft :** Painter **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

| | 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 | $34.64 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.14 | $66.46 |
| Painter Bridges Class 1 Qualified Painters Blasters Riggers | $34.64 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.14 | $66.46 |
| Painter Bridges Class 2 Equipment Tenders and/or Containment Builders | $27.71 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42.21 | $56.07 |
| Painter Bridges Class 3 Support Personal | $22.52 | | $5.74 | $8.31 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.02 | $48.28 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 0-1500 hrs | 60.00 | $20.78 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27.74 | $38.14 |
| 2nd 1501-3000 hrs | 70.00 | $24.25 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31.21 | $43.33 |
| 3rd 3001-4500 hrs | 80.00 | $27.71 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34.67 | $48.53 |
| 4th 4501-6000 hrs | 90.00 | $31.18 | $5.74 | $0.77 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38.14 | $53.72 |

**Special Calculation Note :**

**Ratio :**

**Jurisdiction ( * denotes special jurisdictional note ) :**

| | |
|---|---|
| 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.

# 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,

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.

# 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 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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.

# 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 # :** OCRO1-2019fbBldgHevHwy

**Craft :** Truck Driver **Effective Date :** 09/11/2019 **Last Posted :** 09/11/2019

| | 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 | $28.04 | | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.14 | $57.16 |
| Apprentice | Percent | | | | | | | | | | | |
| First 6 months | 80.00 | $22.43 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.53 | $48.75 |
| 7-12 months | 85.00 | $23.83 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38.93 | $50.85 |
| 13-18 months | 90.00 | $25.24 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.34 | $52.95 |
| 19-24 months | 95.00 | $26.64 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41.74 | $55.06 |
| 25-30 months | 100.00 | $28.04 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.14 | $57.16 |

**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 ) :**

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,

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.

# 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 # :** LCRO1-2019-fbBldgHevHwy

**Craft :** Truck Driver **Effective Date :** 10/16/2019 **Last Posted :** 10/16/2019

| | 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) | $28.46 | | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.56 | $57.79 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| First 6 months | 80.00 | $22.77 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.87 | $49.25 |
| 7-12 months | 85.00 | $24.19 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.29 | $51.39 |
| 13-18 months | 90.00 | $25.61 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.71 | $53.52 |
| 19-24 months | 95.00 | $27.04 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42.14 | $55.66 |
| 25-30 months | 100.00 | $28.46 | $7.00 | $7.90 | $0.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.56 | $57.79 |

**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 ) :**

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,

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.

# Ohio Department of Commerce
## Bureau of Wage & Hour Administration

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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 | 3/25/2020 | 3/25/2020 | Asbestos Local 50 Zone 1 |
| UNION | Boilermaker | 3/28/2012 | 3/28/2012 | Boilermaker Local 85 |
| UNION | Bricklayer | 6/4/2020 | 6/4/2020 | Bricklayer Local 55 |
| UNION | Bricklayer | 6/4/2020 | 6/4/2020 | Bricklayer Local 55 Tile Setter |
| UNION | Bricklayer | 6/4/2020 | 6/4/2020 | Bricklayer Local 55 Tile & Marble Finisher |
| UNION | Carpenter | 5/7/2020 | 5/7/2020 | Carpenter Millwright Local 1090 Columbus |
| UNION | Carpenter | 3/5/2014 | 3/5/2014 | Carpenter NE District Industrial Dock & Door |
| UNION | Carpenter | 5/7/2020 | 5/7/2020 | Carpenter & Pile Driver Local 200 |
| UNION | Carpenter | 5/7/2020 | 5/7/2020 | Carpenter & Piledriver SC District HevHwy |
| UNION | Bricklayer | 6/1/2020 | 5/21/2020 | Cement Mason Bricklayer Local 97 HevHwy A |
| UNION | Bricklayer | 6/1/2020 | 5/21/2020 | Cement Mason Bricklayer Local 97 HevHwy B |
| UNION | Cement | 6/1/2019 | 5/23/2019 | Cement Mason Local 132 (Columbus) |
| UNION | Cement Mason | 5/1/2020 | 4/30/2020 | Cement Mason Statewide HevHwy Exhibit A District III |
| UNION | Cement Mason | 5/1/2020 | 4/30/2020 | Cement Mason Statewide HevHwy Exhibit B District III |
| UNION | Electrical | 6/4/2020 | 6/4/2020 | Electrical Local 683 Inside |
| UNION | Electrical | 6/4/2020 | 6/4/2020 | Electrical Local 683 Inside Lt Commercial South West |
| UNION | Voice Data Video | 6/4/2020 | 6/4/2020 | 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 | 1/22/2020 | 1/22/2020 | Elevator Local 37 |
| UNION | Glazier | 11/6/2019 | 11/6/2019 | Glazier Local 372 |
| UNION | Ironworker | 6/4/2020 | 6/4/2020 | Ironworker Local 172 |
| UNION | Laborer Group 1 | 5/14/2020 | 5/14/2020 | Labor HevHwy 3 |
| UNION | Laborer | 6/1/2019 | 5/29/2019 | Labor Local 423 |
| UNION | Operating Engineer | 5/14/2020 | 5/14/2020 | Operating Engineers - Building Local 18 - Zone III |
| UNION | Operating Engineer | 5/14/2020 | 5/14/2020 | Operating Engineers - HevHwy Zone II |
| UNION | Drywall Finisher | 5/1/2020 | 4/30/2020 | Painter Local 1275 |
| UNION | Painter | 5/1/2020 | 4/30/2020 | Painter Local 1275 |
| UNION | Painter | 5/1/2020 | 4/30/2020 | Painter Local 1275 HevHwy |
| UNION | Painter | 5/1/2020 | 4/30/2020 | 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 | 12/11/2019 | 12/11/2019 | Plumber Pipefitter Local 189 |
| UNION | Roofer | 10/16/2019 | 10/16/2019 | Roofer Local 86 |
| UNION | Sheet Metal Worker | 6/4/2020 | 6/4/2020 | Sheet Metal Local 24 Columbus |
| UNION | Sprinkler Fitter | 4/8/2020 | 4/8/2020 | Sprinkler Fitter Local 669 |
| UNION | Truck Driver | 9/11/2019 | 9/11/2019 | Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957 |
| UNION | Truck Driver | 10/16/2019 | 10/16/2019 | Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957 |

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Ohio | Department of Commerce

Division of Industrial Compliance

# Affidavit of Compliance

## Prevailing Wages

I, _____

(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____

(Company Name)

for all hours worked on the

_____

(Project name and location)

project, during the period from _____ to _____ are in

(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____

(Signature of Officer or Agent)

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

_____ (Notary Public)

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.**

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009
LAW1003
3/2019

An Equal Opportunity Employer and Service Provider

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