

PROPOSAL  
and  
CONTRACT DOCUMENTS  
and  
SPECIFICATIONS  
for the

UNI TR283-0.734 Wallace Road Bridge Replacement  
DKX01

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.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/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 TR283-0.734 Wallace Road Bridge Replacement**

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.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/engineer) under the "Bid Information" section.

Proposals must be received by **9:00 A.M. local time, on Wednesday, April 28, 2021**, 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 via a virtual bid opening. For more information about the virtual hearings please visit the Union County Commissioner's website at [www.unioncountyohio.gov/commissioners](http://www.unioncountyohio.gov/commissioners).

A virtual Pre-Bid Meeting will be held April 16, 2021 at 10:00 AM. This meeting is to discuss and clarify all issues that the project may have. Use the following information to connect via Zoom:

#### Join Zoom Meeting

<https://zoom.us/j/98692782930?pwd=dHpMQTRHVnh5NmFPWUxBNVhseFFFdz09>

Meeting ID: 986 9278 2930

Passcode: 456478

One tap mobile

+13017158592,,98692782930#,,,,\*456478# US (Washington DC)

+13126266799,,98692782930#,,,,\*456478# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 9278 2930

Passcode: 456478

Find your local number: <https://zoom.us/u/abtTvQ9TEg>

-3.1-

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 5, 2021.

**The engineer's estimate is \$840,000.**

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.**

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  
4/6/21

Publish: Marysville Journal Tribune (4/6/21; 4/13/21; 4/20/21)  
Union County Website

## **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 **9:00 A.M. local time, on Wednesday, April 28, 2021**. 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 TR283 Wallace Road Bridge Replacement**.

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 shall 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 Workplace**

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 5, 2021**. 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.

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 80-126<sup>th</sup> 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.

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.

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

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.

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.

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,

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 2019 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	\$1,500
Over 50,000,000		\$3,200



## **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.

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.

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

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.

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

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

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

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

(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.

**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-TR283-0.734 Wallace Road Bridge Replacement**

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 DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>DEMOLITION AND EARTHWORK</b>						
1	201	SPECIAL - CLEARING AND GRUBBING	1.00	LUMP		
2	202	SPECIAL - GUARDRAIL REMOVED	1.00	LUMP		
3	202	SPECIAL - STRUCTURE REMOVED	1.00	LUMP		
4	202	SPECIAL - PAVEMENT REMOVED	1.00	LUMP		
5	202	SPECIAL - REMOVAL, MISC.	1.00	LUMP		
6	203	SPECIAL - EARTHWORK	1.00	LUMP		
<b>STRUCTURES</b>						
7	526	SPECIAL - REINFORCED CONCRETE APPROACH SLAB	1.00	LUMP		
8	530	SPECIAL - STRUCTURE FOUNDATION	1.00	LUMP		
9	530	SPECIAL - SUBSTRUCTURE	1.00	LUMP		
10	530	SPECIAL - SUPERSTRUCTURE	1.00	LUMP		
11	530	SPECIAL - MISC.	1.00	LUMP		
<b>ROADWAY</b>						
12	690	SPECIAL - ASPHALT PAVEMENT	1.00	LUMP		
<b>INCIDENTALS</b>						
13	603	SPECIAL - DRAINAGE	1.00	LUMP		
14	605	SPECIAL - UNDERDRAINS	1.00	LUMP		
15	606	GUARDRAIL TYPE MGS	1.00	LUMP		
16	606	ANCHOR ASSEMBLIES	1.00	LUMP		
17	614	SPECIAL - MAINTAINING TRAFFIC	1.00	LUMP		
18	623	SPECIAL - CONSTRUCTION LAYOUT STAKES	1.00	LUMP		
19	624	SPECIAL - MOBILIZATION	1.00	LUMP		
20	626	SPECIAL - BARRIER REFLECTORS	1.00	LUMP		
<b>PAVEMENT MARKING</b>						
21	642	SPECIAL - PAVEMENT MARKING		LUMP		
<b>EROSION CONTROL</b>						
22	832	SPECIAL - TEMPORARY EROSION CONTROL	1.00	LUMP		
23	659	SPECIAL - PERMANENT EROSION CONTROL	1.00	LUMP		
<b>DESIGN</b>						
24	690	SPECIAL - FIELD SURVEYS	1.00	LUMP		
25	690	SPECIAL - SUBSURFACE INVESTIGATIONS	1.00	LUMP		
26	690	SPECIAL - FINAL DESIGN	1.00	LUMP		
27	690	SPECIAL - FINAL PLANS FOR DESIGN-BUILD	1.00	LUMP		
28	690	SPECIAL - FINAL PLAN SUBMISSION	1.00	LUMP		
29	690	SPECIAL - CONSTRUCTION PLANS FOR DESIGN-BUILD	1.00	LUMP		
30	690	SPECIAL - AS-BUILT CONSTRUCTION PLANS	1.00	LUMP		
31	832	SPECIAL - SWPPP, AS PER PLAN	1.00	LUMP	\$3,500.00	\$3,500.00
<b>GENERAL PROVISIONS</b>						
32	100	SPECIAL - PROFESSIONAL LIABILITY INSURANCE	1.00	LUMP		
33	103	SPECIAL - PERFORMANCE AND PAYMENT BOND	1.00	LUMP		
34	107	SPECIAL - UTILITY COORDINATION	1.00	LUMP		
35	108	SPECIAL - SCHEDULE	1.00	LUMP		

<b>TOTAL</b>	
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## PROPOSAL - NOTICE TO BIDDERS

### UNI TR283-.0734 Wallace Road Bridge Replacement

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

[www.unioncountyengineer.gov/Engineer](http://www.unioncountyengineer.gov/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 **April 28, 2021 at 9:00 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, 2019.

**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 employee's 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 Josh Holtschulte,  
AT [jholtschulte@unioncountyohio.gov](mailto:jholtschulte@unioncountyohio.gov).***

## **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.
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 Administrative 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 in 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

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>											
				-			-				
<b>OR</b>											
<b>Employer identification number</b>											
				-							

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - 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
  - 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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 TR283-0.734 WALLACE ROAD BRIDGE REPLACEMENT** 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)

OWNER:  
BOARD OF COUNTY COMMISSIONERS,  
UNION COUNTY, OHIO

Signature\_\_\_\_\_

Signature\_\_\_\_\_

(Typed Name)\_\_\_\_\_

(Typed name) Chris Schmenke, County Commissioner

Title\_\_\_\_\_

Signature\_\_\_\_\_

Vendor

(Typed name) Dave Burke, County Commissioner

Federal Identification Number:

Signature\_\_\_\_\_

\_\_\_\_\_

(Typed name) Steve Robinson, 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.

\_\_\_\_\_  
Secretary of Corporation

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

-----  
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:

\_\_\_\_\_  
Union County Prosecuting Attorney

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

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

\_\_\_\_\_  
Union County Auditor

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

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: 2021 Union County UNI TR283-0.734 Wallace Road Bridge Replacement

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 \_\_\_\_\_



## 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:

<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	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;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	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);	<input type="checkbox"/>	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;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	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;	<input type="checkbox"/>	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 \_\_\_\_\_

**Subcontractor**

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

**Owner/Contractee**

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.

	<b>AKRON</b>		<b>CINCINNATI</b>		<b>CLEVELAND</b>	
			<u>Trade</u>			<u>Trade</u>
All Trades	10%		Asbestos Workers	9%	Asbestos Workers	17%
			Boilermakers	9%	Boilermakers	10%
			Carpenters	10%	Carpenters	16%
			Elevator Constructors	11%	Electricians	20%
			Floor Layers	10%	Elevator Constructors	20%
			Glaziers	10%	Floor Layers	11%
			Lathers	10%	Glaziers	17%
			Marble, Tile, Terrazzo	8%	Ironworkers	13%
			Millwright	10%	Operating Engineers	17%
			Operating Engineers	11%	Painters	17%
			Painters	11%	Pipefitters	17%
			Pipefitters	11%	Plasterers	20%
			Plasterers	10%	Plumbers	17%
			Plumbers	11%	Roofers	17%
			Sheet Metal Workers	11%	Other Trades	17%
			Other Trades	11%		

## **"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:** 04/06/2021  
**Expiration Date:** 07/06/2021

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



## 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.

**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.

**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](mailto: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 T H 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](mailto:IC@com.state.oh.us)

Webmaster  
Contact the Webmaster for Questions  
or Comments on the Website:  
[webmaster@com.state.oh.us](mailto: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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# 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.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>

## As of January 1, 2020:

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$93,292</b>
<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$27,950</b>

- 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](http://www.com.ohio.gov)



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# Ohio Department of Commerce

## Bureau of Wage & Hour Administration

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**Classification = All, County = UNION, Union = All**

County	Classification	Effective	Posted	Union
<a href="#">UNION</a>	<a href="#">Asbestos Worker</a>	<a href="#">8/23/2018</a>	<a href="#">8/23/2018</a>	<a href="#">Asbestos Local 207 OH</a>
<a href="#">UNION</a>	<a href="#">Asbestos Worker</a>	<a href="#">3/10/2021</a>	<a href="#">3/10/2021</a>	<a href="#">Asbestos Local 50 Zone 1</a>
<a href="#">UNION</a>	<a href="#">Boilermaker</a>	<a href="#">3/28/2012</a>	<a href="#">3/28/2012</a>	<a href="#">Boilermaker Local 85</a>
<a href="#">UNION</a>	<a href="#">Bricklayer</a>	<a href="#">6/4/2020</a>	<a href="#">6/4/2020</a>	<a href="#">Bricklayer Local 55</a>
<a href="#">UNION</a>	<a href="#">Bricklayer</a>	<a href="#">6/4/2020</a>	<a href="#">6/4/2020</a>	<a href="#">Bricklayer Local 55 Tile Setter</a>
<a href="#">UNION</a>	<a href="#">Bricklayer</a>	<a href="#">6/4/2020</a>	<a href="#">6/4/2020</a>	<a href="#">Bricklayer Local 55 Tile &amp; Marble Finisher</a>
<a href="#">UNION</a>	<a href="#">Carpenter</a>	<a href="#">5/7/2020</a>	<a href="#">5/7/2020</a>	<a href="#">Carpenter Millwright Local 1090 Columbus</a>
<a href="#">UNION</a>	<a href="#">Carpenter</a>	<a href="#">3/5/2014</a>	<a href="#">3/5/2014</a>	<a href="#">Carpenter NE District Industrial Dock &amp; Door</a>
<a href="#">UNION</a>	<a href="#">Carpenter</a>	<a href="#">5/7/2020</a>	<a href="#">5/7/2020</a>	<a href="#">Carpenter &amp; Pile Driver Local 200</a>
<a href="#">UNION</a>	<a href="#">Carpenter</a>	<a href="#">5/7/2020</a>	<a href="#">5/7/2020</a>	<a href="#">Carpenter &amp; Piledriver SC District HevHwy</a>
<a href="#">UNION</a>	<a href="#">Bricklayer</a>	<a href="#">6/1/2020</a>	<a href="#">5/21/2020</a>	<a href="#">Cement Mason Bricklayer Local 97 HevHwy A</a>
<a href="#">UNION</a>	<a href="#">Bricklayer</a>	<a href="#">6/1/2020</a>	<a href="#">5/21/2020</a>	<a href="#">Cement Mason Bricklayer Local 97 HevHwy B</a>
<a href="#">UNION</a>	<a href="#">Cement</a>	<a href="#">12/15/2020</a>	<a href="#">12/15/2020</a>	<a href="#">Cement Mason Local 132 (Columbus)</a>
<a href="#">UNION</a>	<a href="#">Cement Mason</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Cement Mason Statewide HevHwy Exhibit A District III</a>
<a href="#">UNION</a>	<a href="#">Cement Mason</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Cement Mason Statewide HevHwy Exhibit B District III</a>
<a href="#">UNION</a>	<a href="#">Electrical</a>	<a href="#">1/20/2021</a>	<a href="#">1/20/2021</a>	<a href="#">Electrical Local 683 Inside</a>
<a href="#">UNION</a>	<a href="#">Electrical</a>	<a href="#">1/20/2021</a>	<a href="#">1/20/2021</a>	<a href="#">Electrical Local 683 Inside Lt Commercial South West</a>
<a href="#">UNION</a>	<a href="#">Voice Data Video</a>	<a href="#">6/4/2020</a>	<a href="#">6/4/2020</a>	<a href="#">Electrical Local 683 Voice Data Video</a>
<a href="#">UNION</a>	<a href="#">Lineman</a>	<a href="#">3/16/2021</a>	<a href="#">3/16/2021</a>	<a href="#">Electrical Local 71 High Tension Pipe Type Cable</a>
<a href="#">UNION</a>	<a href="#">Lineman</a>	<a href="#">3/16/2021</a>	<a href="#">3/16/2021</a>	<a href="#">Electrical Local 71 Outside Utility Power</a>
<a href="#">UNION</a>	<a href="#">Lineman</a>	<a href="#">3/16/2021</a>	<a href="#">3/16/2021</a>	<a href="#">Electrical Local 71 Outside (Central OH Chapter)</a>
<a href="#">UNION</a>	<a href="#">Voice Data Video</a>	<a href="#">10/18/2017</a>	<a href="#">10/18/2017</a>	<a href="#">Electrical Local 71 Voice Data Video Outside</a>
<a href="#">UNION</a>	<a href="#">Elevator</a>	<a href="#">1/20/2021</a>	<a href="#">1/20/2021</a>	<a href="#">Elevator Local 37</a>
<a href="#">UNION</a>	<a href="#">Glazier</a>	<a href="#">11/1/2020</a>	<a href="#">10/28/2020</a>	<a href="#">Glazier Local 372</a>
<a href="#">UNION</a>	<a href="#">Ironworker</a>	<a href="#">8/20/2020</a>	<a href="#">8/20/2020</a>	<a href="#">Ironworker Local 172</a>
<a href="#">UNION</a>	<a href="#">Laborer Group 1</a>	<a href="#">5/14/2020</a>	<a href="#">5/14/2020</a>	<a href="#">Labor HevHwy 3</a>
<a href="#">UNION</a>	<a href="#">Laborer</a>	<a href="#">6/1/2019</a>	<a href="#">5/29/2019</a>	<a href="#">Labor Local 423</a>
<a href="#">UNION</a>	<a href="#">Operating Engineer</a>	<a href="#">5/14/2020</a>	<a href="#">5/14/2020</a>	<a href="#">Operating Engineers - Building Local 18 - Zone III</a>
<a href="#">UNION</a>	<a href="#">Operating Engineer</a>	<a href="#">5/14/2020</a>	<a href="#">5/14/2020</a>	<a href="#">Operating Engineers - HevHwy Zone II</a>
<a href="#">UNION</a>	<a href="#">Drywall Finisher</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Painter Local 1275</a>
<a href="#">UNION</a>	<a href="#">Painter</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Painter Local 1275</a>
<a href="#">UNION</a>	<a href="#">Painter</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Painter Local 1275 HevHwy</a>
<a href="#">UNION</a>	<a href="#">Painter</a>	<a href="#">5/1/2020</a>	<a href="#">4/30/2020</a>	<a href="#">Painter Local 1275 Industrial</a>
<a href="#">UNION</a>	<a href="#">Painter</a>	<a href="#">6/10/2015</a>	<a href="#">6/10/2015</a>	<a href="#">Painter Local 639</a>
<a href="#">UNION</a>	<a href="#">Painter</a>	<a href="#">8/3/2016</a>	<a href="#">8/3/2016</a>	<a href="#">Painter Local 639 Zone 2 Sign</a>
<a href="#">UNION</a>	<a href="#">Plasterer</a>	<a href="#">3/26/2021</a>	<a href="#">3/26/2021</a>	<a href="#">Plasterer Local 132 (Columbus)</a>
<a href="#">UNION</a>	<a href="#">Plumber Pipefitter</a>	<a href="#">12/11/2019</a>	<a href="#">12/11/2019</a>	<a href="#">Plumber Pipefitter Local 189</a>
<a href="#">UNION</a>	<a href="#">Roofer</a>	<a href="#">10/16/2019</a>	<a href="#">10/16/2019</a>	<a href="#">Roofer Local 86</a>
<a href="#">UNION</a>	<a href="#">Sheet Metal Worker</a>	<a href="#">6/4/2020</a>	<a href="#">6/4/2020</a>	<a href="#">Sheet Metal Local 24 Columbus</a>
<a href="#">UNION</a>	<a href="#">Sprinkler Fitter</a>	<a href="#">4/1/2021</a>	<a href="#">3/31/2021</a>	<a href="#">Sprinkler Fitter Local 669</a>
<a href="#">UNION</a>	<a href="#">Truck Driver</a>	<a href="#">9/11/2019</a>	<a href="#">9/11/2019</a>	<a href="#">Truck Driver Bldg &amp; HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957</a>
<a href="#">UNION</a>	<a href="#">Truck Driver</a>	<a href="#">10/16/2019</a>	<a href="#">10/16/2019</a>	<a href="#">Truck Driver Bldg &amp; HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957</a>

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# 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
<b>Apprentice Bricklayers &amp; Stone &amp; Pointer Caulker Cleaner</b>	<b>Percent</b>											
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

**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 (*)
<b>Classification</b>												
Carpenter Millwright	\$30.47		\$7.50	\$9.79	\$0.40	\$0.00	\$5.71	\$0.12	\$0.00	\$0.00	\$53.99	\$69.22
<b>Apprentice</b>	<b>Percent</b>											
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

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

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

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

ratio of one (1) apprentice, when available, 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 (*)		
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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 Apprentices employed.

Thereafter, every third additional 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 (*)
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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 (*)		
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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 # : LCN01-2020fbLoc132

Craft : Cement Effective Date : 12/15/2020 Last Posted : 12/15/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Cement Mason	\$26.98		\$7.75	\$4.55	\$0.65	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$42.93	\$56.42
<b>Apprentice</b>	<b>Percent</b>											
1st yr	70.00	\$18.89	\$7.75	\$4.55	\$0.65	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$34.84	\$44.28
2nd yr	80.00	\$21.58	\$7.75	\$4.55	\$0.65	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$37.53	\$48.33
3rd yr	90.00	\$24.28	\$7.75	\$4.55	\$0.65	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$40.23	\$52.37

**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 (*)
<b>Classification</b>												
Cement Mason	\$29.46		\$8.25	\$7.15	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$47.76	\$62.49
<b>Apprentice</b>	<b>Percent</b>											
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 (*)
<b>Classification</b>												
Cement Mason	\$29.62		\$8.25	\$7.15	\$0.65	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$47.92	\$62.73
<b>Apprentice</b>	<b>Percent</b>											
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 # : LCN02-2020fbLoc372

Craft : Glazier Effective Date : 11/01/2020 Last Posted : 10/28/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$26.78		\$5.74	\$10.14	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.07	\$56.46
Apprentice	Percent											
1-750 hrs	50.00	\$13.39	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.38	\$29.08
751-1500 hrs	60.00	\$16.07	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.06	\$33.09
1501-2250 hrs	65.00	\$17.41	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.40	\$35.10
2251-3000 hrs	70.00	\$18.75	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.74	\$37.11
3001-3750 hrs	75.00	\$20.08	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.78	\$42.83
3751-4500 hrs	80.00	\$21.42	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.12	\$44.84
4501-5250 hrs	85.00	\$22.76	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.46	\$46.84
5251-6000 hrs	90.00	\$24.10	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.80	\$48.85

**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 ) :

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 # : LCN02-2020fbLoc172

Craft : Ironworker Effective Date : 08/20/2020 Last Posted : 08/20/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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  
3 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, 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 :

# 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 (*)
<b>Classification</b>												
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
<b>Apprentice</b>												
	<b>Percent</b>											
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 perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America 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 members 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, Gunitite 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, Guniting 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
<b>Apprentice</b>	<b>Percent</b>											
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 apprentice, 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 :

Note: There will be a 10% increase for the apprentices 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; C; 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); Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator when a second person is needed, the rate of pay will be "Class E"; 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; Rotovator (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; Guniting 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; 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 & 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 # : LCN01-2020fbLoc18hevhwyl**

**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
<b>Apprentice</b>	<b>Percent</b>											
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 to 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); Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); 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 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 (*)
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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 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: Sheet Metal Local 24 Columbus

Change # : LCR01-2020fbLoc24Col

Craft : Sheet Metal Worker 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												
Sheet Metal Worker	\$31.49		\$9.37	\$11.94	\$1.01	\$0.00	\$3.63	\$0.00	\$0.00	\$0.00	\$57.44	\$73.18
Apprentice	Percent											
1 st Year A	50.00	\$15.75	\$7.72	\$1.81	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.07	\$33.95
1st Year B	55.00	\$17.32	\$7.72	\$1.99	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.83	\$36.49
2nd Year A	60.00	\$18.89	\$8.75	\$7.58	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.02	\$45.47
2nd Year B	65.00	\$20.47	\$8.80	\$7.76	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.83	\$48.06
3rd Year A	70.00	\$22.04	\$8.94	\$8.35	\$1.01	\$0.00	\$2.54	\$0.00	\$0.00	\$0.00	\$42.88	\$53.90
3rd Year B	75.00	\$23.62	\$9.01	\$8.96	\$1.01	\$0.00	\$2.72	\$0.00	\$0.00	\$0.00	\$45.32	\$57.13
4th Year A	80.00	\$25.19	\$9.08	\$9.56	\$1.01	\$0.00	\$2.90	\$0.00	\$0.00	\$0.00	\$47.74	\$60.34
4th Year B	85.00	\$26.77	\$9.15	\$10.15	\$1.01	\$0.00	\$3.09	\$0.00	\$0.00	\$0.00	\$50.17	\$63.55

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

## Ratio :

1 Journeyman to 1 Apprentice  
 2-8 Journeymen to 2 Apprentices  
 9-11 Journeymen to 3 Apprentices  
 12-14 Journeymen to 4 Apprentices  
 15-17 Journeymen to 5 Apprentices  
 18-20 Journeymen to 6 Apprentices  
 21-23 Journeyman to 7 Apprentices  
 24-26 Journeyman to 8 Apprentices  
 27-29 Journeymen to 9 Apprentices  
 30-32 Journeymen to 10 Apprentices  
 33-35 Journeymen to 11 Apprentices  
 36-38 Journeymen to 12 Apprentices  
 39-41 Journeymen to 13 Apprentices  
 42-44 Journeymen to 14 Apprentices  
 45-47 Journeymen to 15 Apprentices  
 48-50 Journeymen to 16 Apprentices  
 and so on

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

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON

**Special Jurisdictional Note :**

**Details :**

# 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 (*)		
<b>Classification</b>												
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
<b>Apprentice</b>		<b>Percent</b>										
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.



4/6/2021

## Union County Engineer

### DESIGN BUILD

### SCOPE OF SERVICES

County: Union Route: TR 283 Section: 0.734

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**1. PROJECT IDENTIFICATION**

County: Union Route: TR 283 Section: 0.734  
Local Route Name: Wallace Road  
Highway Functional Classification & Federal Aid System: Local  
Structure Identification : Bridge Number: TR283-0.734 Over: Fulton Creek  
Structure File Number: 8033146

**1.1 Design Designation:**

Location: TR283  
Current ADT (2015): 45  
Design Year ADT (2035): 60  
Design Hourly Volume: 6  
Directional Distribution: 55%  
Trucks: 3%  
Design Speed: 55 MPH  
Legal Speed: 55 MPH (non-posted)  
Design Functional Classification: Local

**1.2 Existing plans:** Not applicable

**1A PRIMA FACIE SPEED LIMIT**

Not Applicable

**1B RAILROAD COORDINATION**

Not Applicable

**1C AIRWAY/HIGHWAY CLEARANCE**

Not Applicable

## **2 PRE-BID MEETING**

This meeting is to discuss and clarify all issues that the project may have.

Date : April 16, 2021

Time : 10:00 AM

This meeting will be virtual. Use the following information to connect via Zoom.

Join Zoom Meeting

<https://zoom.us/j/98692782930?pwd=dHpMQTRHVnh5NmFPWUxBNVhseFFFdz09>

Meeting ID: 986 9278 2930

Passcode: 456478

One tap mobile

+13017158592,,98692782930#,,,,\*456478# US (Washington DC)

+13126266799,,98692782930#,,,,\*456478# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 986 9278 2930

Passcode: 456478

Find your local number: <https://zoom.us/u/abtTvQ9TEg>

## **3 ADDENDA PROCESS**

All questions prior to the letting date shall be directed in writing to:

Name : Josh Holtschulte

E-mail : [jholtschulte@unioncountyohio.gov](mailto:jholtschulte@unioncountyohio.gov)

## **4 PRE-QUALIFICATION**

It is required that the bidder be an ODOT pre-qualified Contractor who has engaged the services of an ODOT pre-qualified Consultant to perform *all* the design and construction work required in these Conceptual Documents. If the Consultant and/or the Sub-Consultant(s) submitted do not meet all the required qualifications, Union County may reject the bid.

**5 CONTRACTOR'S CONSULTANT**

The Contractor must name the Consultant and all Sub-Consultant(s) in the space(s) provided below. The Contractor must list relevant prequalification categories for prime and sub-consultants to show that the prequalification requirements listed below are satisfied. All Consultant names and addresses must be the same as that on file with the Department. The following work types must be performed by members of the Consultant Team (combination of Consultant and Sub-Consultant(s)):

Non-complex Roadway and Level 1 Bridge Design

**Consultant**

Firm Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone/email : \_\_\_\_\_

List work types the Consultant will perform:

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

---

**Sub-Consultant**

Firm Name : \_\_\_\_\_  
Address : \_\_\_\_\_

List work types the Sub-Consultant will perform:

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

**Sub-Consultant**

Firm Name : \_\_\_\_\_  
Address : \_\_\_\_\_

List work types the Sub-Consultant will perform:

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

**Restrictions on Participation in Design-Build Contracts:**

Any Consultant who provided services to the Union County Engineer that have been directly utilized in this design-build proposal or Scope of Services document will NOT be eligible to participate in this design-build contract for this project, either as a prime consultant or as a sub-consultant.

## 6 **SCOPE OF WORK**

Project Limits : From Sta. 16+39.00 To Sta. 24+29.59

Project Length : 790.59 feet

Work Limits : From Sta. 16+39.00 To Sta. 24+29.59

The Consultant shall provide for the necessary engineering services, design, and preparation of detailed construction plans for the construction of the proposed project.

The Contractor shall provide for the furnishing of materials, construction and completion in every detail of all the work described in the Conceptual Documents in order to fulfill the intent of the contract.

All construction testing will be performed by the Union County Engineer or his representative. The DBT must make the site accessible for periodic testing (concrete, compaction, asphalt samples, etc), must provide materials certifications as requested (i.e. ODOT TE-24 forms), and must provide an asphalt JMF for approval prior to any paving operation.

Project Description : Bridge UNI-TR283-0.734 Wallace Road over Fulton Creek

Completion date : October 29, 2021

Warranties : The contractor will be responsible for all corrective work for a period of one (1) year following the actual date of construction completion as established by the Union County Engineer.

## 7 **FIELD OFFICE**

Not Applicable

## 8 **GENERAL PROVISIONS FOR THE WORK**

**8.1 Governing Regulations:** All services, including but not limited to survey, design and construction work, performed by the DBT and all subcontractors (including sub-consultants), shall be in compliance with all applicable ODOT Manuals and Guidelines.

The fact that the bid items for this Design-Build project are general rather than specific shall not relieve the DBT of the requirement that all work performed and all materials furnished shall be in reasonable conformity with the specifications. The Contractor's Consultant shall reference in the plans the appropriate Construction and Material Specifications Item Number for all work to be performed and all materials to be furnished.

The attention of the Bidder is directed to the provisions of section 100 of the Construction and Material Specifications as modified in the design-build proposal.

It will be the responsibility of the DBT to acquire and utilize the necessary ODOT manuals that apply to the design and construction work required to complete this project.

The current edition, including updates released on or before the prebid meeting date, of the following ODOT Manuals and Guidelines shall be met or exceeded in the performance of the design and construction work required to complete this project:

Bridge Design Manual  
Location and Design Manuals  
Volume One - Roadway Design  
Volume Two - Drainage Design  
Volume Three - Plan Preparation  
Pavement Design Manual  
Specifications for Subsurface Investigations  
Survey Manual  
Construction and Material Specifications  
Proposal Notes for Construction and Material Specifications  
Supplemental Specifications for Construction and Material Specifications  
Standard Construction Drawings  
Traffic Engineering Manual  
Ohio Manual of Uniform Traffic Control Devices  
Real Estate Administration Policies and Procedures Manual:  
    Appraisal  
    Acquisition  
    Property Management  
    Relocation  
    ROW Plan  
    Utilities  
Waterway Permit Manual  
Design Mapping Specifications  
CADD Engineering Standards Manual  
Geotechnical Bulletin  
Project Development Process Manual (Appendix B)

- 8.2 Basis of Payment:** All Items covered by Construction and Material Specifications, Supplemental Specifications, Proposal and Special Provision notes with unit price as a basis of payment will be paid for under the appropriate Lump Sum bid item, unless a unit line price item has been established in the Scope Of Services.

The DBT shall be required to furnish the Union County Engineer with a complete breakdown of the lump sum bid items. The breakdown shall include materials to be used in the work, and shall be in sufficient detail to provide the Union County Engineer with a means to check partial payment requests.

**8.3 Final Payment:** The DBT shall prepare and submit the following prior to the request for final payment:

1. All original project files and notes utilized in the preparation of the survey, design and construction of the project
2. Record-Drawings Plans as required in section 8.4 below.

**8.4 Record-Drawing Plans:**

**A. General:** At the completion of the work, prior to final acceptance of the construction, the Consultant shall furnish the Union County Engineer Record-Drawing construction plans. When the Record-Drawing plans are completed the Consultant shall professionally endorse (sign and seal) the title sheet.

In addition to the information shown on the construction plans, the Record-Drawing plans shall show the following:

1. All deviations from the original approved construction plans which result in a change of location, material, type or size of work
2. Any utilities, pipes, wellheads, abandoned pavements, foundations or other major obstructions discovered and remaining in place which are not shown, or do not conform to locations or depths shown in the plans. Underground features shall be shown and labeled on the Record-Drawing plan in terms of station, offset and elevation.
3. The final option and specification number selected for those items which allow several material options under the specification (e.g., conduit).
4. Additional plan sheets may be needed if necessary to show work not included in the construction plans.

Notation shall also be made of locations and the extent of use of materials, other than soil, for embankment construction (rock, broken concrete without reinforcing steel, etc.).

The Plan index shall show the plan sheets which have changes appearing on them.

The Consultant shall perform a load rating analysis (LRFR) for this project under the As-built payment item. The County Engineer will require the input and output files and a hard copy of the results with a summary sealed by a Professional Engineer.

Two copies of the Record-Drawing plans shall be delivered to the Project Engineer for approval upon completion of the physical work but prior to the request for final payment. After the Union County Engineer has approved the Record-Drawing plans, the original tracings and the associated electronic files shall be delivered to the Union County Engineer. Acceptance of these plans and delivery of the original tracings and the associated electronic files is required prior to the work being accepted and the final estimate approved.

The delivered original tracings shall be prepared in conformance with the Location and Design Manual Volume III (Section 1200 - Plan Preparation).

**B. CADD files supplied by Consultant:**  X  Yes \_\_\_\_\_ No

If marked yes, then CADD files shall conform to the following:

1. The Location and Design Manual, Volume 3, Section 1206 and the Bridge Design Manual, Section 1. All files shall be submitted in AutoCAD format.

**8.5 Post-Award Conference:** Within 10 days after bid award, the DBT shall attend a mandatory post-award meeting. This confidential meeting shall be held with the Union County Engineer to discuss the Lump Sum estimate and other issues.

**8.6 Communication:** All communication during design and construction shall be with the Union County Engineer or his designee.

County Engineer Contact Name:  Josh Holtschulte, Union County Engineer's Office

Phone number:  937-645-3109

E-mail:  jholtschulte@unioncountyohio.gov

At the pre-design meeting, the Contractor shall name a Project Manager who will act as a liaison between the DBT and Union County.

**8.7 Permits:** Contractor will be required to obtain a permit from Union County to perform any non-construction work within the existing Right of Way and/or limited access.

**8.8 Entry On Private Property:** The DBT, acting as the Union County Engineer's agent, may enter upon any lands within the State for the purpose of inspecting, surveying, leveling, digging, drilling, or doing any work deemed necessary in the execution of any survey authorized by the Union County Engineer in accordance with Section 5517.01 of the Ohio Revised Code and Section 102.6 (inclusive of Sections 102.61 through 102.66) of ODOT's Survey Manual. Prior to performing said survey, the DBT will send notification letters indicating the date and duration of entry to the affected property owners no less than forty-eight hours nor more than 30 days prior to the date of entry for said survey in accordance with 102.6 of ODOT's Survey Manual. The DBT shall forward copies of all notification letters distributed to the Union County Engineer. Any subsequent claims for compensation due to damages incurred while said survey was being performed will be negotiated between the DBT and the affected property owners with final approval from the Union County Engineer. Any subsequent entries onto private property for the purpose of obtaining additional survey or soil information prior to the submission of the bid will be made in accordance with the procedures outlined in this section.



## **9 HAZARDOUS MATERIALS**

At this time, the Union County Engineer is not aware of, nor is in possession of, any information relating to the presence of hazardous material at the site.

## **10 ENVIRONMENTAL**

### **10.1 Project Specific Commitments:**

- 1) Union County will be responsible for the removal of the necessary trees prior to the bid. These tree removals will not be part of the DBT contract. Remaining stumps will be the responsibility of the DBT. A tree is defined as a live, dying, or dead woody plant, with a trunk 3 inches or greater in diameter at a height of 4.5 feet above the ground surface, and with a minimum height of 13 feet.
- 2) No in-stream work is permitted from April 15 to June 30.

### **10.2 Waterway Permits:**

Permit from the Army Corps of Engineers is pending. At any time, upon the DBT's request, a copy of this document can be forwarded to the DBT. The DBT shall be aware of the requirements addressed in the Nationwide Permit. Any other necessary waterway permits shall be the responsibility of the DBT.

It is required that the bidder be aware of Section 404/401 Permits/Certifications for all projects impacting "waters of the US". The level of permit, that is Nationwide versus Individual 404 and 401, is determined by the exact amount of impact to "waters of the US", (i.e., acreage of fill activities in a stream or wetland or linear feet of work in a stream) and in some cases the waters impacted. All individual 404 Permits require 401 Water Quality Certification. Nationwide Permits are activity specific permits used to authorize projects with minor impacts. Projects with more than minor impacts require individual review by the U.S. Army Corps of Engineers and the Ohio Environmental Protection Agency.

The DBT should be aware of the Nationwide Permits and conditions as issued for the State of Ohio and should design projects to meet the requirements of these general permits to avoid the requirements for Individual 404/401 Permits if possible. The Nationwide Permits for the State of Ohio can be found at the various Corps of Engineers' web sites. The Huntington District's web site can be found at:  
<http://www.lrh.usace.mil/or/permits/>.

Coordination of the waterway permits can take up to six (6) months for Individual 404 Permits. Therefore it is imperative that the DBT submit plans (i.e., plan & profile, cross-section and detail sheets for any bridges, culverts, or fill areas in waters) to the Union County Engineer, for permit determination, no less than 90 days prior to any in stream or wetland work. The review of plans, any required coordination or the processing of permit applications must be accomplished by the Union County Engineer prior to the commencement of construction activities. The DBT shall be responsible for completing applications for 404 Permits and 401 Water Quality Certification, if they are required. At

no time will the DBT coordinate waterway permit issues directly with the permitting agencies unless directed to do so by the Union County Engineer.

All Waterway Permit requirements are found in the Waterway Permits Manual.

**10.3 National Pollutant Discharge Elimination System (NPDES) permit:**

The DBT shall submit to the Union County Engineer the total number of acres of earth disturbance activities for both off project and on project work in a timely manner. This information will be used to develop the NOI if required. The NOI will be submitted to the OEPA within 10 days after this information is received from the DBT. Approval from the OEPA takes 21 days and the Union County Engineer has 10 days to file the NOI so these 31 days will be counted for in the project.

All temporary erosion control is the responsibility of the Contractor even if a SWPPP is not required. Earth disturbing activity is not permitted prior to the OEPA permit approval. For projects that require an NOI, the SWPPP must be in place prior to the initiation of any earth disturbing activity. All temporary erosion control work and the SWPPP if required will be per SS832. For information about OEPA's NPDES permit requirements see <http://www.epa.state.oh.us/dsw/storm/index.html>. Items used to implement the DBT's Erosion Control requirements are paid from an encumbered amount included in the proposal as a non-bid reference number. The proposal specifies the unit prices for the erosion control items. Payments for erosion control items that exceed the encumbered amount will be made by an Extra Work Change Order using the specified unit prices. The specified unit prices are fixed for the contract and may not be negotiated or adjusted for inflation or claimed changed condition.

**10.4 Removal of Temporary Erosion Control Items**

All temporary erosion control items shall be removed before the project is accepted. Removed materials shall become the property of the Contractor and shall be disposed of in accordance with the appropriate C&MS specifications.

**10.5 Stream Crossing Investigations (flood plain analysis)**

The Union County Engineer has performed a flood plain analysis for the waterway crossing and has acquired a flood hazard permit dated March 25, 2021.

The DBT will not be required to perform a flood analysis for this project. Bridge shall be designed to meet hydraulic criteria specified in section 15 of this document.

**11 RIGHT OF WAY (ROW)**

All necessary construction work for the project will be performed within the existing and proposed right of way as shown on the attached plans.

The DBT will stake and flag the right of way in the field prior to the start of construction and will maintain said stakes and flags throughout the duration of the project.

**12 UTILITIES**

**Utilities Special Provisions** in addition to the Governing Regulations listed in section 8.1 of this document and section 153.64 of the Ohio Revised Code.

**12.1 Existing Utilities:** The County Engineer, in concurrence with the registered Underground Utility Protection Services- Ohio Underground Protection Service (OUPS) and Oil and Gas Producers Underground Protection Service (OAGPUPS) and other utility owners that are non-members of any utility protection services, has determined that the following utilities are located in the area of the project:

Ohio Edison	Frontier Communications
1040 S. Prospect St.	1300 Columbus-Sandusky Rd.
Marion, OH 43302	Marion, OH 43302
800-633-4766	740-383-0551

**12.2 Utility Coordination Responsibilities:** As soon as it is feasible after the final plan is approved by the County Engineer, the DBT shall stake the existing ROW (and new ROW if additional is acquired) in the field and shall perform clearing and grubbing within that ROW as required by the specifications and the proposal documents, in order to allow utility relocation and reduce potential delays. ROW stakes shall be maintained and updated as needed throughout the project length.

The DBT shall be cognizant of the project's impact on utility facilities. In the event utility rearrangements are required, the project shall not be designed to preclude legal occupancy of the highway ROW by the rearranged utility facilities.

Union County will coordinate the relocation of all utilities.

**12.3 Subsurface Utilities Engineering (SUE):** \_\_\_\_\_ Yes  No  
not applicable

**13 DESIGN AND CONSTRUCTION REQUIREMENTS: MAINTENANCE OF TRAFFIC (MOT)**

**Maintenance of Traffic (MOT) Special Provisions** in addition to the Governing Regulations listed in section 8.1 of this document:

- 13.1 General:** All temporary MOT devices shall comply with the National Cooperative Highway Research Program (NCHRP) 350 Hardware report.

All detour routes shall be provided by the Union County Engineer and signed by the Contractor. No designated local detour will be provided.

- 13.2 MOT Restrictions:**

Maximum duration of detour: 90 days.

- 13.3 Additional Description of Required Work and special provisions:**

Ingress and egress for all drives and parking areas shall be maintained. Areas with multiple drives shall have at least one half of the drives opened at all times. Notification shall be given to adjoining properties a minimum of 24 hours in advance of access interruptions.

Through traffic will be detoured along the following route: TR 282 (Grindell Road), CR 307 (Miller Road), TR 300 (McMahan Road). Liquidated damages shall be assessed in accordance with section 108.07 of the construction and material specifications for each calendar day that the roadway remains closed to traffic beyond the specified limit.

Until the detour is placed into effect, two-way traffic shall be maintained at all times. The contractor shall furnish, erect, maintain and subsequently remove approved traffic control devices as per C&MS Item 614, Maintaining Traffic, including barricades and signs in accordance with standard drawing MT-101.60. Detour signs and supports will be erected and maintained by the contractor. The contractor shall provide at least 14 days notice to the Union County Engineer prior to closure.

Type III Barricades (Road Closed Ahead) shall be placed at the intersections of TR 283 (Wallace Road) with TR 282 (Grindell Road) and TR 283 (Wallace Road) with TR 300 (McMahan Road). Road Closed gates and barricades shall also be placed at each end of the work limits.

All work and traffic control devices shall be in accordance with 614 and other applicable portions of the specifications, as well as the Ohio Manual of Uniform Traffic Control Devices.

The road shall not be opened to traffic until the permanent signage is in place.

The road shall not be opened to traffic until either the permanent or temporary markings are in place. Temporary pavement markings shall be provided as directed by the engineer.

The DBT shall advise the Union County Engineer at 937.645.3018 fourteen (14) days prior to the start of construction activities. The DBT will immediately inform the Union County Engineer of any and all delays and/or changes regarding the construction project. The DBT will provide clarification for any questions about this notification requirement.

## **14 DESIGN AND CONSTRUCTION REQUIREMENTS: LOCATION & DESIGN**

**Location & Design Special Provisions** in addition to the Governing Regulations listed in section 8.1 of this document:

### **14.1 Survey**

**A. Union County Engineer Survey Responsibilities:** The Union County Engineer has provided the necessary survey requirements, listed below:

1. Horizontal control
2. Elevation bench mark
3. Survey of existing conditions (plan & profile, road cross sections)
4. Stage 1 Plans

**B. Survey Responsibilities:** All survey data shall be submitted as specified by the County. Reduced point data, in comma delimited ASCII text format, will be provided for all surveyed points. This data will include: point number, x coordinate, y coordinate, elevation and point ID. A hard copy of the data shall also be provided.

Monumentation shall not be disturbed. If the Contractor does disturb the monumentation, then it shall be replaced, in-kind, by a Registered Surveyor, with a current registration, recognized by the Ohio State Board of Registration for Professional Engineers and Surveyors. Costs associated for this item shall be borne by the Contractor. Copies of all monumentation changes shall be forwarded to the Union County Engineer.

All control points, provided by the Union County Engineer, shall be included in the ASCII file supplied by the DBT to the Union County Engineer. They should retain the original point numbers and coordinate values as assigned by the Union County Engineer.

The DBT shall provide the following items prior to final acceptance of the Record-Drawing plans:

1. Copies of all field notes (written or electronic) which shall include the following information:
  - a. Date
  - b. Crew members

- c. Weather conditions, including temperature, barometric pressure, etc.
  - d. Instrument(s) used (Serial Number)
  - e. Raw observation field data
  - f. Other notes as needed
2. Copies of all Deeds, Plats, Maps and other written evidence used to establish points related to the project including summaries of all parole evidence acquired as a part of the survey operation.
  3. Listing of all found monumentation (Horizontal and Vertical).
  4. Listing of all monumentation set as part of the project (Horizontal and Vertical) including reference ties for recovery.
  5. Short report indicating adjustment factors and methods, signed and certified by a Registered Surveyor (State of Ohio). The Registered Surveyor (State of Ohio) shall include in the report the datum used and all associated adjustments used.

**14.2 Vertical and Horizontal Alignment:**

Vertical and horizontal alignment shall be constructed as shown on the attached drawings.

**14.3 Pavement:**

Pavement shall be constructed as shown on the attached drawings. Safety edge shall be used on all paving.

**14.4 Roadway:**

The DBT is responsible for the design of the guardrail system. Design shall meet or exceed limits shown on the attached drawings. New guardrail shall be Type MGS, with Type E anchor assemblies.

Bridge terminal assemblies shall be Type TST and included in pay item 530 Special – Superstructure, along with bridge railing.

**14.5 Drainage:** Yes  X  ; No     .

Bridge shall be designed and constructed for over-the-side drainage.

**14.6 Design Exceptions:**

No further design exceptions will be approved.

**14.7 Landscape:** Yes      ; No  X .

**14.8 Fencing:** Yes      ; No  X .

**14.9 Additional Description of Required Work and Special Provisions :**

**15 DESIGN AND CONSTRUCTION REQUIREMENTS : STRUCTURES**

**15.1 Hydraulic data provided by the Union County Engineer:** The Union County Engineer has provided the following items listed below:

1. The elevation, flowrate and velocity of the 10 and 100-year flood events.
2. The minimum low point of the superstructure (972.2).
3. The minimum water opening as provided by substructure and span configuration options.

**15.2 Existing Structures Identification:**

Structure File No. 8033145

**15.3 Design and Construction Requirements of Structure** in addition to the Governing Regulations listed in section 8.1 of this document:

**Existing Structure Data**

Length: 50' +/-  
Width o/o 24'-0" +/-  
Type: steel truss Spans = 1  
Date Built: 1995

**Alignment & Profile**

Alignment: Existing X Relocated     ; By County Engineer     ; By DBT    :

Profile: Existing     Relocated X Feathered (Adjustment)     .  
By County Engineer X ; By DBT    :

(see attached drawings)

**Transverse Sections**

Roadway Width: 28'

Railing: Type Twin Steel Tube (TST) Height 31.5"

Fence: Yes     No X Height/Configuration    .

Sidewalks: Yes     No X Width    .

Investigate the need for **Prefabricated Structure**: Yes     ; No X

Investigate the need for **Retaining Walls**: Yes     ; No X

All **Shop Drawings** shall comply with Item 501.

Initial **foundation investigation** by County Engineer is attached.

Note: Collection of **additional** soils information shall be the responsibility of the DBT and considered incidental to this design effort.

#### **15.4 Additional Description of Required Work and special provisions:**

- Bridge shall consist of three (3) spans. Center span shall be 35 feet. Each of the two outer spans shall be approximately 28 feet, adjusted as necessary to provide the same or greater waterway opening as the site plan example. The total span of the bridge shall be a minimum of 91 feet.
- New bridge shall provide a final surface grade as shown on the attached plans.
- The low point of the superstructure shall be no lower than 972.2.
- Abutments shall be constructed of reinforced concrete.
- Piers shall be constructed of reinforced concrete and shall be capped column, capped pile, solid wall, or cantilever (tee) solid panel type.
- Abutments and piers shall be founded on steel H piles, cast-in-place concrete piles or drilled concrete shafts.
- Galvanized piles will not be allowed. Complete encasement with polyethylene pipe will be required on any steel pier piling.
- Existing footing thickness and location is not known.
- Superstructure shall be constructed of concrete or steel. Superstructure shall be simple or continuous spans. Superstructure shall be concrete slab or concrete deck on steel.
- Concrete slab superstructure shall be constructed with QC2 (without QC/QA) Concrete.
- Stay-in-place forms will not be allowed.
- Approach slabs shall be constructed per AS-1-15. Sleeper slab shown in AS-2-15 is not required.
- Steel shall be American made in accordance with ORC 153.011 and 5525.21.
- Steel beam bridge shall be constructed with galvanized steel or A588 steel. Steel truss bridges shall not be installed.
- Bridge rail shall be twin steel tube type. Note: Bridge rail to be paid under Item 530 Special – Superstructure.
- The contractor shall remove and dispose of existing structures. Existing guardrail is to be salvaged by the Union County Engineer. Existing substructures shall be removed to a minimum of one (1) foot below final grade or removed entirely if required to construct the new bridge.
- A load rating analysis shall be performed for the structure.



**16 DESIGN AND CONSTRUCTION REQUIREMENTS : TRAFFIC CONTROL**

**16.1 Pavement Markings and Delineators Special Provisions** in addition to the Governing Regulations listed in section 8.1 of this document:

**A. Pavement Markings:** Yes  X ; No \_\_\_\_.

Pavement markings shall be Type 1. Centerline markings shall be double solid. Stop bars are not required.

**B. Raised Pavement Markers:** Yes \_\_\_\_ ; No  X .

**C. Delineators:** Yes \_\_\_\_ ; No  X .

All flexible delineators shall conform to Item 620 and shall be placed in accordance with current design standards. Confirmation, that no conflicts exist between the proposed locations of delineators and any underground utilities, shall be made prior to the installation of the delineators.

**D. Barrier Reflectors:** Yes  X  ; No \_\_\_\_.

All barrier reflectors shall conform to Item 626 and shall be placed on bridge rail and roadway guardrail, in accordance with current design standards.

**E. Object Markers:** Yes \_\_\_\_ ; No  X .

All object markers shall conform to Item 630, Sign, Flat Sheet.

**16.2 Signing Special Provisions** in addition to the Governing Regulations listed in section 8.1 of this document:

All permanent signing shall be the responsibility of Union County.

**17 PROJECT SCHEDULE REQUIREMENTS**

The current edition of Proposal Note 107, including updates released on or before the prebid meeting date, shall be met or exceeded.

**18 PLAN SUBMITTALS AND REVIEW REQUIREMENTS**

**18.1 Plan Components:** All plans submitted by the DBT shall be in conformance with the following ODOT manuals:

1. Real Estate Policies and Procedures Manual Section 3100.  
The DBT shall also identify all topographic features within the existing and proposed Right-Of-Way limits, including underground utilities.
2. Bridge Design Manual.
3. Location and Design Manual, Volume 3:  
The following sections of the Location and Design Manual, Volume 3 are **NOT** required:

1302.13	Plan Signatures
1307.2	General summary sheet
1307.3	Subsummaries
1307.4	Quantity Calculations
1310.3	Earthwork and Seeding Quantities

Units of measure is required.

Simplified plans (section 1301.2) are **NOT** allowed.

- 18.2 Quality Control:** The DBT will be responsible for the professional quality, technical accuracy and adherence to the Governing Regulations listed in section 8.1 of this document, for all plan submittals required under this contract.

The DBT shall immediately notify the Union County Engineer of any apparent discrepancy between the various design and construction manuals and the Conceptual Documents.

Unless stated otherwise, review comments do not revise the scope or intent of the project and do not constitute a request for changes beyond the current contracted Scope of Services

In the event the Union County Engineer determines that any required submission is incomplete, contains inaccuracies which preclude a meaningful review, or does not adhere to the Governing Regulations listed in section 8.1 of this document, the Union County Engineer will advise the DBT of the shortcomings and direct the DBT to revise and resubmit the plan. No time extension will be granted as a result of such action. The Union County Engineer will schedule a review meeting or issue review comments as appropriate.

In the event the DBT believes that any review comment, or orders issued by the Union County Engineer, require a change to the scope of the agreed work, the DBT shall first contact the Union County Engineer for clarification and shall, within 10 days of receipt of the comments or orders, provide written notice to the Union County Engineer concerning the reasons why the DBT believes the scope has been changed.

- 18.3 Stage 3 Plan Review Submission:** For each Buildable Unit the Consultant shall submit Stage 3 detailed design plans as per Location & Design Manual, Volume 3 for review by the Union County Engineer. All submissions must be shown on the required Progress Schedule.

The Union County Engineer shall have 14 calendar days from receipt to review complete submissions.

This review time must be shown on the required Progress Schedule.

Following the review the Union County Engineer will return to the DBT marked plans noted ‘ACCEPTED’, ‘ACCEPTED AS NOTED’ or ‘NOT ACCEPTED’ as described in section 105.02 of the Construction and Material Specifications. The DBT shall correct errors, incorporate changes, perform investigations and make related changes to the plans and supporting documents prior to submitting construction plans.

Plan Review Distribution Table: The DBT shall supply half size (11" x 17") paper prints simultaneously to the parties indicated below.

	Number of half size Sets
Union County Engineer	3
Each affected utility company	1

**18.4 Construction Plans:** After the review comments for the final plan review submission have been complied with, and following approval of the design documentation, the DBT shall prepare plan sets for use during construction. All review comments shall be resolved in writing by the DBT to the satisfaction of the Union County Engineer before the DBT submits the construction plans. Each plan sheet shall have its last revised date noted on the sheet and clearly marked ‘Approved For Construction’. Physical construction shall not begin until the plans marked ‘Approved For Construction’ are delivered to each party on the Plan Distribution Table below. No time extensions will be approved by the Union County Engineer if the plan distribution is not completed and project delays occur as a result.

Plans Distribution Table : The DBT shall supply full size (22" x 34") and/or half size (11" x 17") paper prints of each plan submission simultaneously to the parties indicated below :

	# of Full Sets	# of Half Sets
Union County Engineer	1	4
Each affected utility company	0	1

**18.5 Plan Distribution Addresses:**

Union County Engineer  
 Josh Holtschulte  
 Union County Engineer’s Office  
 233 West Sixth Street  
 Marysville, OH 43040

Utility Companies  
 (As shown in section 12)

## 19 **BUILDABLE UNITS (BU)**

**Definition :** Buildable Units are portions of the projects which can be designed, reviewed and built with only limited controls and assumptions coming from the design of other portions of the project. Often a Buildable Unit will be defined by a geographic area within the plan, but it may also be defined by types of work or construction stages which may require or permit similar, nearby work to be divided into separate Buildable Units. All Buildable Units shall summarize the materials required to construct that portion of the project. The summary shall include the Construction and Material Specifications Item Number, and a description of the materials to be used.

**General :** After the approval of the Preliminary Plan, the DBT may break the project work into two or more separate BU which can be progressed through design and construction with minimal or known effect on each other and/or which can be dealt with sequentially such that sufficient data is available for design and review of each BU. In order that the design and construction of one BU may proceed without significant approved information from an associated BU, the DBT may develop and propose assumptions which will allow for the first BU to proceed through design and/or construction. These assumptions shall be submitted for review and comment but their accuracy and effort upon the final design are the sole responsibility of the DBT. Should error in these assumptions result in additional work, remedial work or other changes to assure an acceptable design or should they result in the need to remove work and substitute additional work, the Contractor shall be responsible for all such costs including, removal of unacceptable materials from the site, modification, additional work, repairs, etc. as necessary to produce an acceptable result.

If the DBT elects to develop Buildable Units, the DBT shall prepare, for review by the Union County Engineer, a table of Buildable Units for the project with each BU described in detail. If the table is approved, the DBT shall modify the Progress Schedule to show a separate group of activities for BU and these activities shall encompass all of the design and construction work in each BU. Work activities shall be further separated in the Progress Schedule to show a meaningful completion status (i.e. separate activities comprising the placement of a bridge deck on steel beams shall describe; shoring, form building, steel placement, placement of conduit & joints, pouring concrete, forming parapets, pouring or slip forming parapets, provision of membranes, provision of wearing surfaces, curing, repair, form removal, cleaning, etc.)

The Final Review Submission and construction plans shall specifically be identified by the Buildable Unit code. If the design of a BU requires input information from an adjacent or related BU, the source for that information in previously approved plans shall be cited or the DBT shall provide an estimated value of the data. The input data shall also be carefully identified. In the same way any assumption, calculations or results from the stage and BU which are used as input to another BU shall be similarly identified, and where appropriate, compared back to that BU to verify previous assumptions. Should assumptions not match values calculated later, the DBT shall re-analyze all affected components and determine appropriate changes. Should those elements have already

been constructed, the DBT shall recommend repairs, adjustments, modifications or replacement of the existing work as necessary to comply with the Scope of Work. All costs for re-design, re-submissions, modifications, removals, disposal of materials and new work needed to remedy the project and bring it to compliance shall be borne by the Contractor and no time extensions shall be approved for this.

**20**      **INDEX OF ATTACHMENTS**

- Exhibit A              Stage 1 Plans
- Exhibit B              Digital AutoCAD Files (including survey of existing conditions)  
available for download at  
<https://www.unioncountyohio.gov/bid-info>
- Exhibit C              Soil Boring Information
- Exhibit D              Flood Hazard Permit

# UNION COUNTY ENGINEER'S OFFICE

# UNI-TR283-0.734

## CLAIBOURNE TOWNSHIP UNION COUNTY

**PROJECT DESCRIPTION**

IMPROVEMENT OF TR283 (WALLACE ROAD) BY BRIDGE REPLACEMENT OF THE EXISTING SINGLE SPAN STEEL PONY TRUSS WITH TIMBER DECK AND AN ASPHALT WEARING SURFACE, SUPPORTED ON REINFORCEMENT CONCRETE ABUTMENTS OVER FULTON CREEK. THE PROPOSED STRUCTURE WILL BE EITHER A THREE SPAN CONCRETE SLAB OR STEEL BEAM BRIDGE ON REINFORCED CONCRETE ABUTMENTS AND PIERS ON THE STEEL H-PILING. IMPROVEMENTS TO APPROACH ROADWAY ARE INCLUDED IN THIS PROJECT. TO BE CONFIRMED/DETERMINED DURING DESIGN BUILD PROCESS.

PROJECT EARTH DISTURBED AREA: 1.12 ACRES  
 ESTIMATED CONTRACTOR EARTH DISTURBED AREA: 0.41 ACRES  
 NOTICE OF INTENT EARTH DISTURBED AREA: 1.12 ACRES

**2016 SPECIFICATIONS**

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

**SUBMITTAL**  
2/9/2021

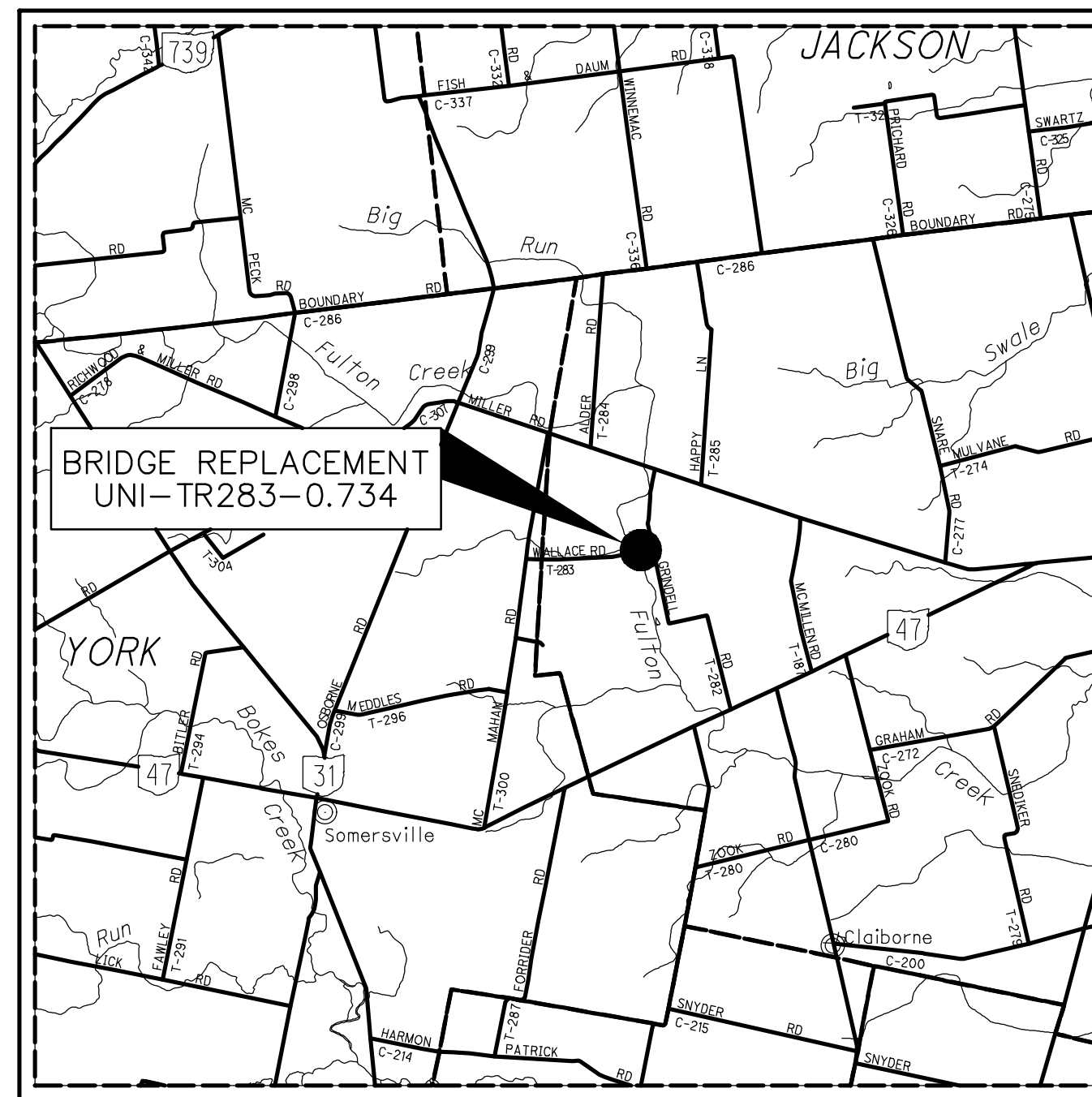


APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_ UNION COUNTY ENGINEER

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_ UNION COUNTY COMMISSIONER

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_ UNION COUNTY COMMISSIONER

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_ UNION COUNTY COMMISSIONER



**LOCATION MAP**

LATITUDE: 40° 25' 29" N LONGITUDE: 83° 22' 23" W



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

**DESIGN DESIGNATION**

CURRENT ADT (2015)	-----	45
DESIGN YEAR ADT (2035)	-----	60
DESIGN HOURLY VOLUME (2035)	-----	6
DIRECTIONAL DISTRIBUTION	-----	0.55
TRUCKS (24 HOUR B&C)	-----	3%
DESIGN SPEED	-----	55 MPH
LEGAL SPEED	-----	55 MPH
DESIGN FUNCTIONAL CLASSIFICATION:		
RURAL LOCAL ROAD	-----	
NHS PROJECT	-----	NO

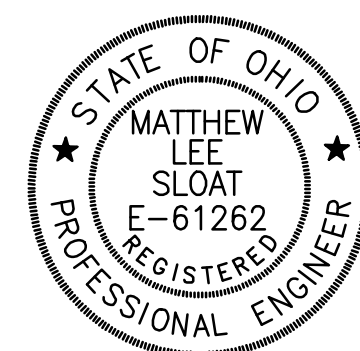
**DESIGN EXCEPTIONS**

TO BE DECIDED BY SUCCESSFUL BIDDER

**INDEX OF SHEETS:**

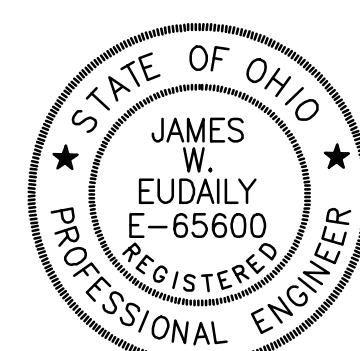
TITLE SHEET	1
SCHEMATIC PLAN	2
TYPICAL SECTION	3
PLAN AND PROFILE	4-5
CROSS SECTIONS	6-11
BRIDGE SITE PLAN	12

**ENGINEERS SEAL:**



SIGNED: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**STRUCTURAL SEAL:**



SIGNED: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**OHIO DEPARTMENT OF TRANSPORTATION  
STANDARD CONSTRUCTION DRAWINGS**

		SUPPLEMENTAL SPECIFICATIONS		SPECIAL PROVISIONS	
BP-3.1	7-18-14	MT-101.60	1-20-17	800	10-19-18
DM-4.4	1-15-16	AS-1-15	7-17-15	832	1-17-14
DS-1-92	7-18-03	AS-2-15	1-18-19		
MGS-1.1	1-19-18	CPA-1-08	7-18-08		
MGS-2.1	1-19-18	CPP-1-08	7-21-17		
MGS-3.1	1-19-18				
MGS-4.1	1-20-17	CS-1-08	1-15-21		
MGS-4.2	7-19-13				
MGS-6.1	1-19-18	GSD-1-19	1-15-21		
		TST-1-99	1-15-21		

**PLAN PREPARED BY:**  
  
**E. P. FERRIS**  
 AND ASSOCIATES  
 INC.  
 Consulting Civil Engineers and Surveyors



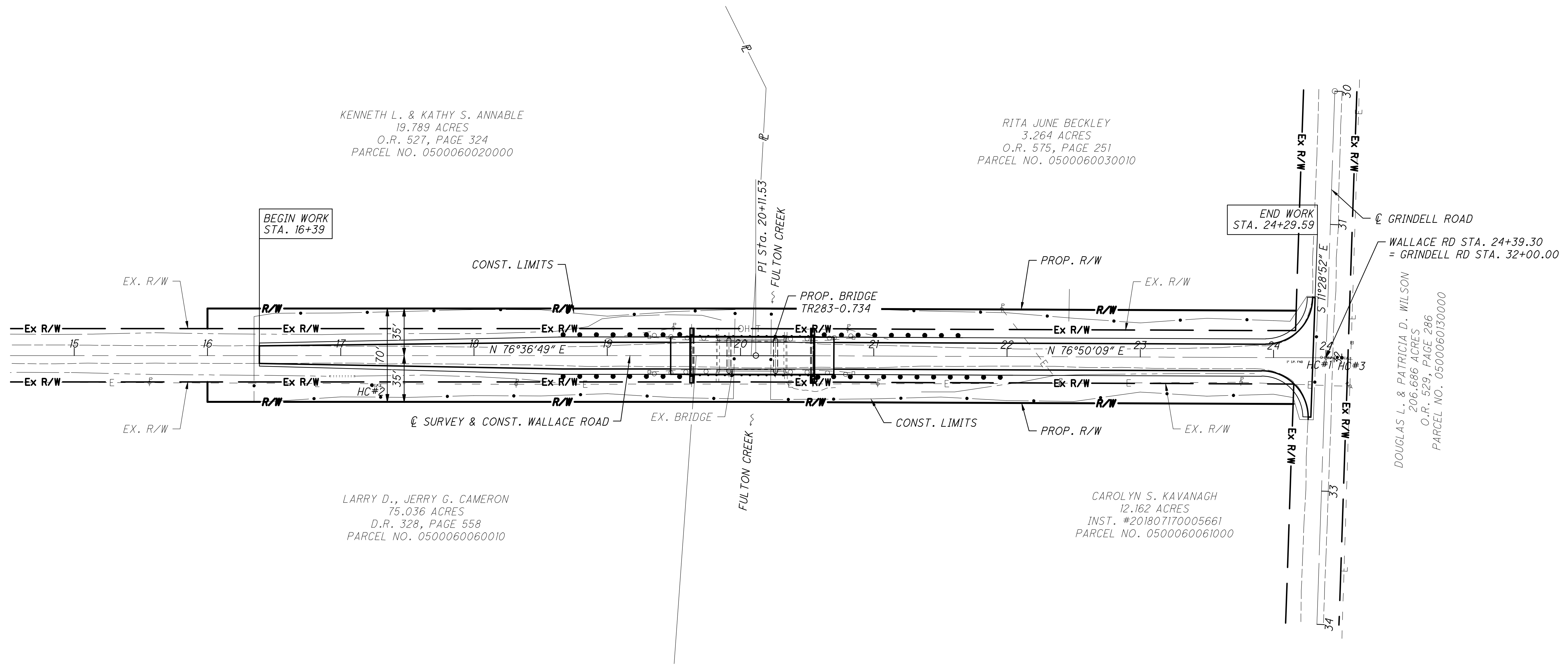
0 20 40 80  
 HORIZONTAL  
 SCALE IN FEET

CALCULATED  
 RJB  
 CHECKED  
 BDS

**SCHEMATIC PLAN**

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2  
 12



**BASIS OF STATIONING**  
 EX. R/W AND HORIZONTAL ALIGNMENT PROVIDED BY UNION COUNTY ENGINEER'S OFFICE.

HORIZONTAL CONTROL POINTS			
ID.	NORTHING	EASTING	DESCRIPTION
1	277505.6735	1725869.9583	1" IPF
2	277319.9904	1725178.3150	IPS TRAV PT
3	277508.3985	1725881.6080	IPS TRAV PT

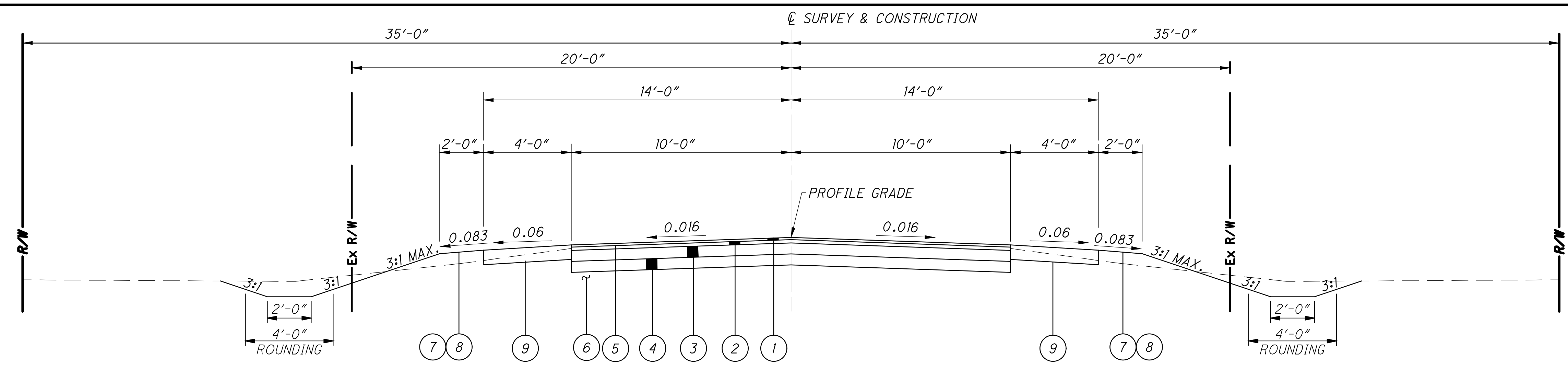
BENCHMARKS		
BENCHMARK	ELEVATION	DESCRIPTION
BM 1	972.46	PONY SPIKE SET IN POWER POLE LOCATED ALONG SOUTH SIDE OF WALLACE ROAD (T.R. 283) APPROXIMATELY 20.18' FEET RIGHT OF STATION 22+43.0
BM 2	971.02	PONY SPIKE SET IN POWER POLE LOCATED ALONG SOUTH SIDE OF WALLACE ROAD (T.R. 283) APPROXIMATELY 21.80' FEET RIGHT OF STATION 18+35.09

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CALCULATED  
RUB  
CHECKED  
BDS

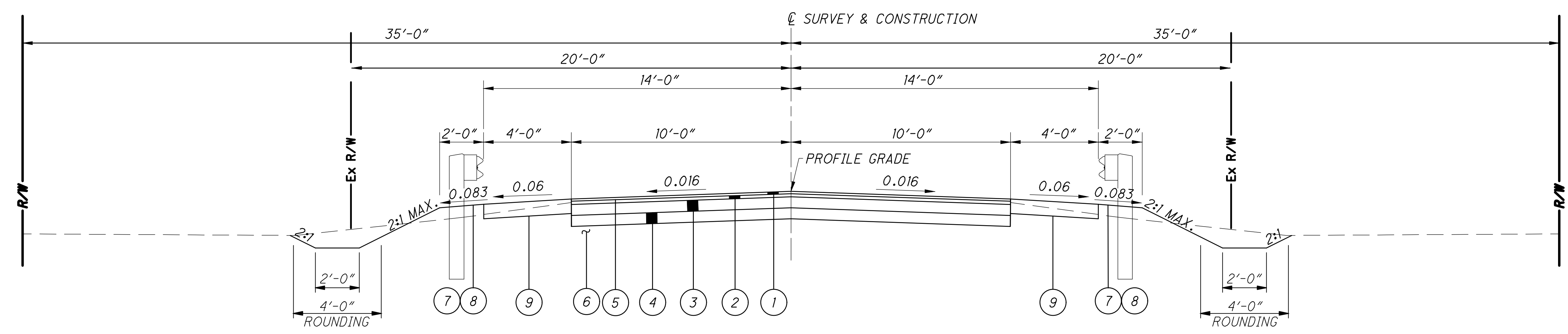
**LEGEND:**

- | ITEM | DESCRIPTION  |
|------|--|
| ①    | 441 ~ 1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 |
| ②    | 441 ~ 1 3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)     |
| ③    | 301 ~ 6" ASPHALT CONCRETE BASE, PG64-22 (2 COURSES)                  |
| ④    | 304 ~ 6" AGGREGATE BASE  |
| ⑤    | 407 ~ TACK COAT @ 0.08 GAL./S.Y.                                     |
| ⑥    | 204 ~ SUBGRADE COMPACTION  |
| ⑦    | 653 ~ TOPSOIL, FURNISHED AND PLACED, 4"                              |
| ⑧    | 659 ~ SEEDING AND MULCHING   |
| ⑨    | 617 ~ 8" STABILIZED CRUSHED AGGREGATE                                |
| ⑩    | 526 ~ 12" REINFORCED CONCRETE APPROACH SLAB                          |



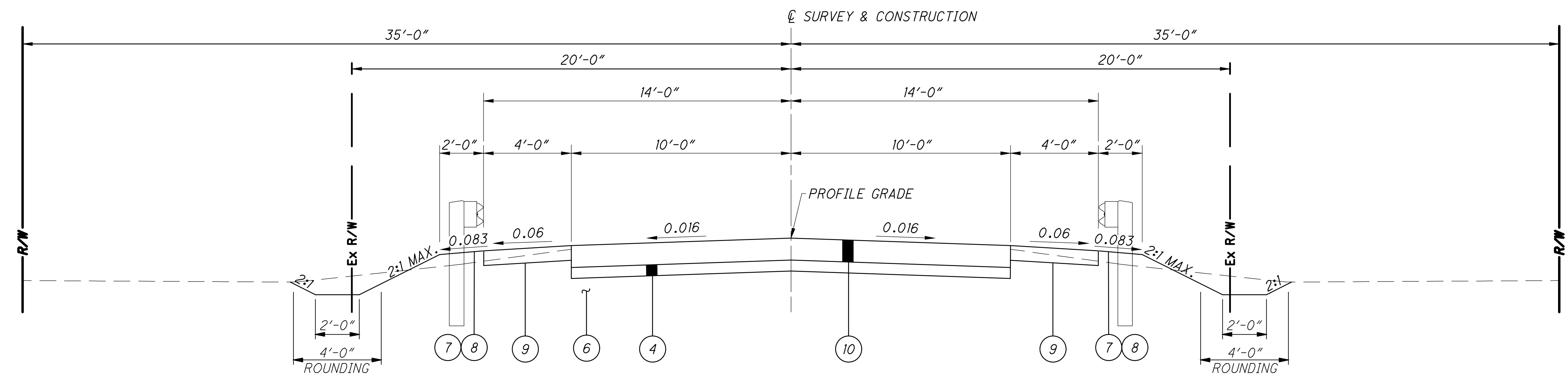
**WALLACE ROAD**

STA. 16+39.00 LT. TO STA. 18+63.29 LT. (LEFT)  
 STA. 16+39.00 RT. TO STA. 18+63.29 RT. (RIGHT)  
 STA. 21+66.81 LT. TO STA. 23+93.19 LT. (LEFT)  
 STA. 22+04.37 RT. TO STA. 23+90.32 RT. (RIGHT)



**WALLACE ROAD - GUARDRAIL SECTION**

STA. 18+63.30 LT. TO STA. 19+63.30 LT. (LEFT)  
 STA. 18+63.30 RT. TO STA. 19+63.30 RT. (RIGHT)  
 STA. 20+54.32 LT. TO STA. 21+66.80 LT. (LEFT)  
 STA. 20+54.38 RT. TO STA. 22+04.36 RT. (RIGHT)



**WALLACE ROAD - APPROACH SLAB SECTION**

STA. 19+47.58 TO STA. 19+62.58  
 STA. 20+55.08 TO STA. 20+70.08

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TYPICAL SECTION

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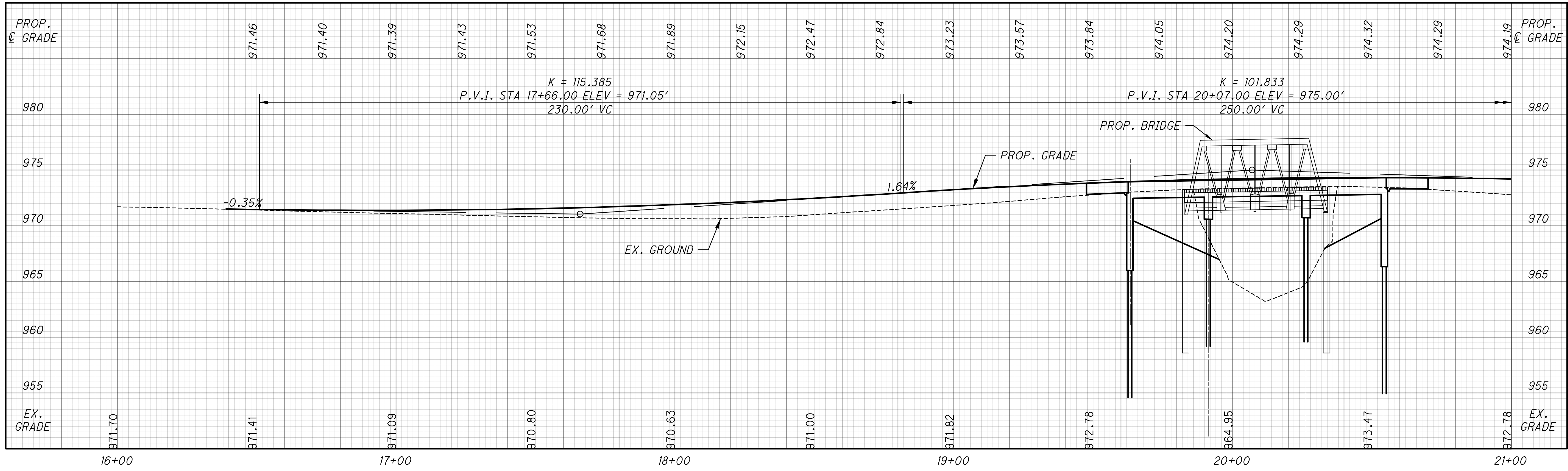
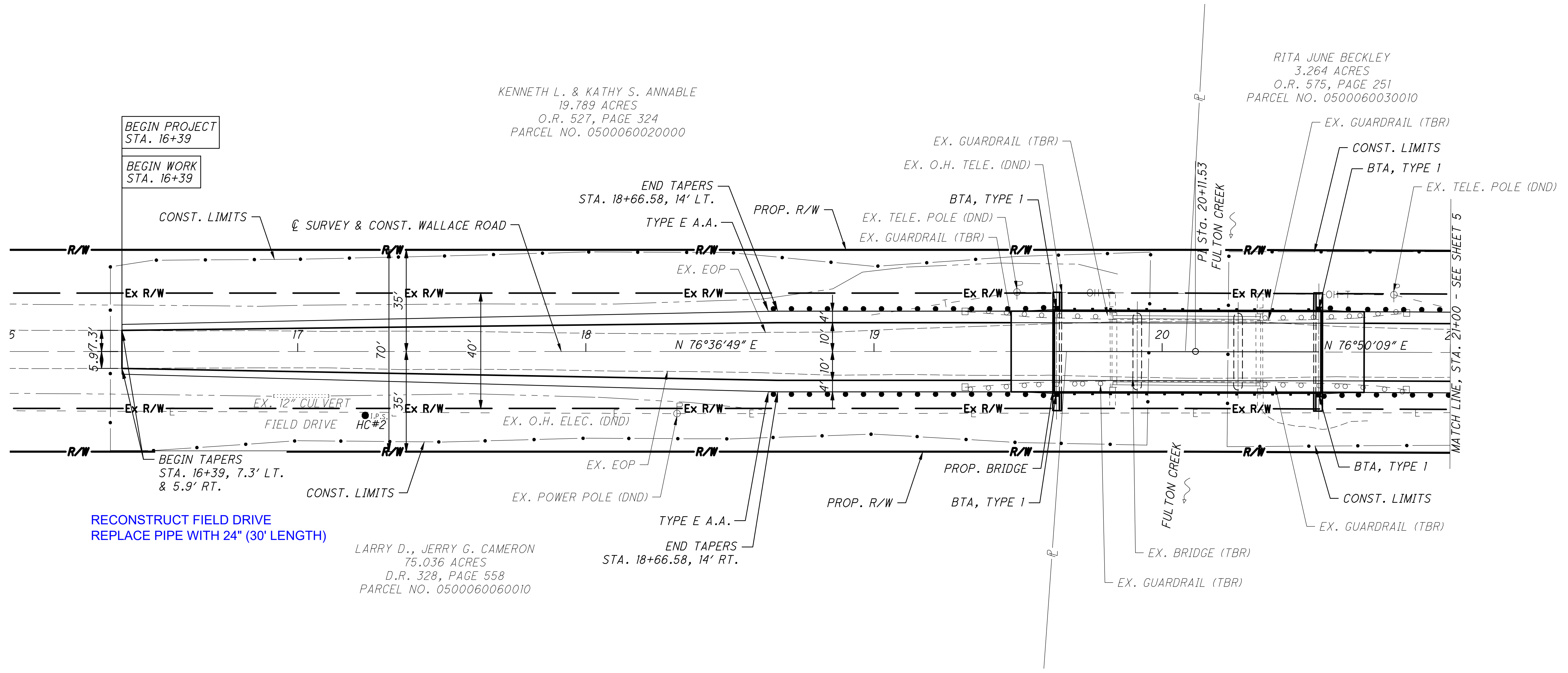


CALCULATED  
RJB  
CHECKED  
BDS  
0 10 20  
HORIZONTAL  
SCALE IN FEET

PLAN AND PROFILE - WALLACE ROAD  
BEGIN WORK TO STA. 21+00

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4  
12



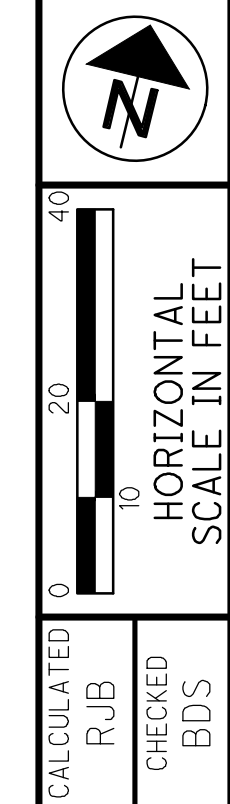
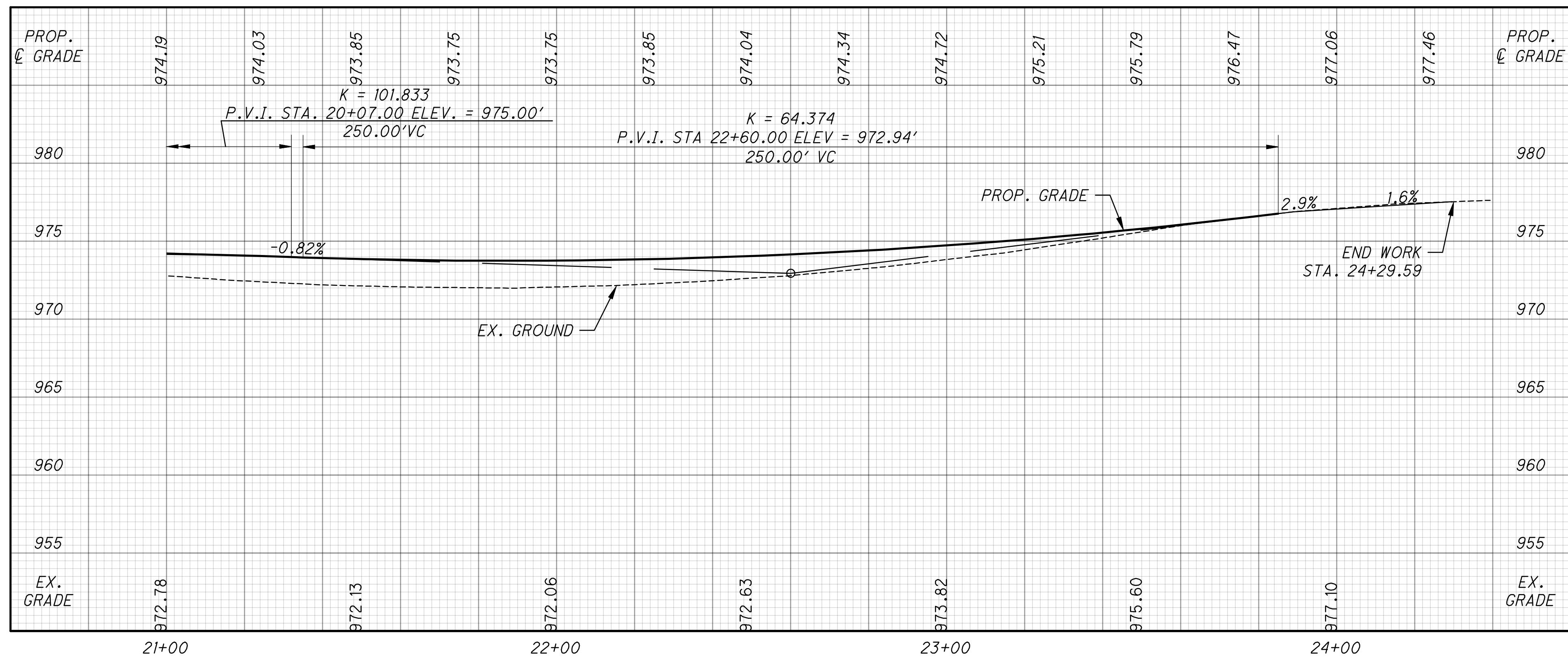
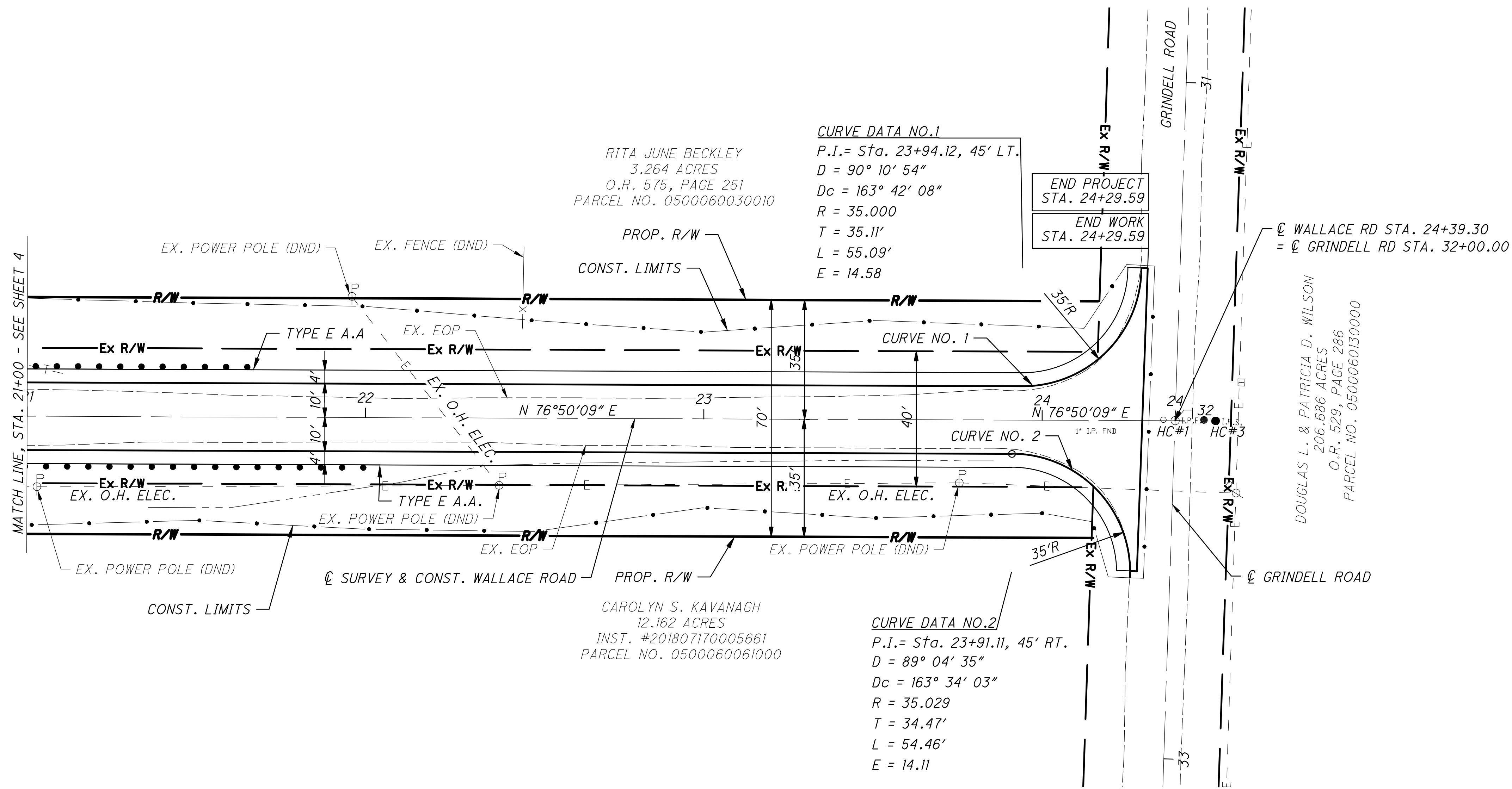
KENNETH L. & KATHY S. ANNABLE  
19.789 ACRES  
O.R. 527, PAGE 324  
PARCEL NO. 0500060020000

RITA JUNE BECKLEY  
3.264 ACRES  
O.R. 575, PAGE 251  
PARCEL NO. 0500060030010

LARRY D., JERRY G. CAMERON  
75.036 ACRES  
D.R. 328, PAGE 558  
PARCEL NO. 0500060060010

RECONSTRUCT FIELD DRIVE  
REPLACE PIPE WITH 24" (30' LENGTH)

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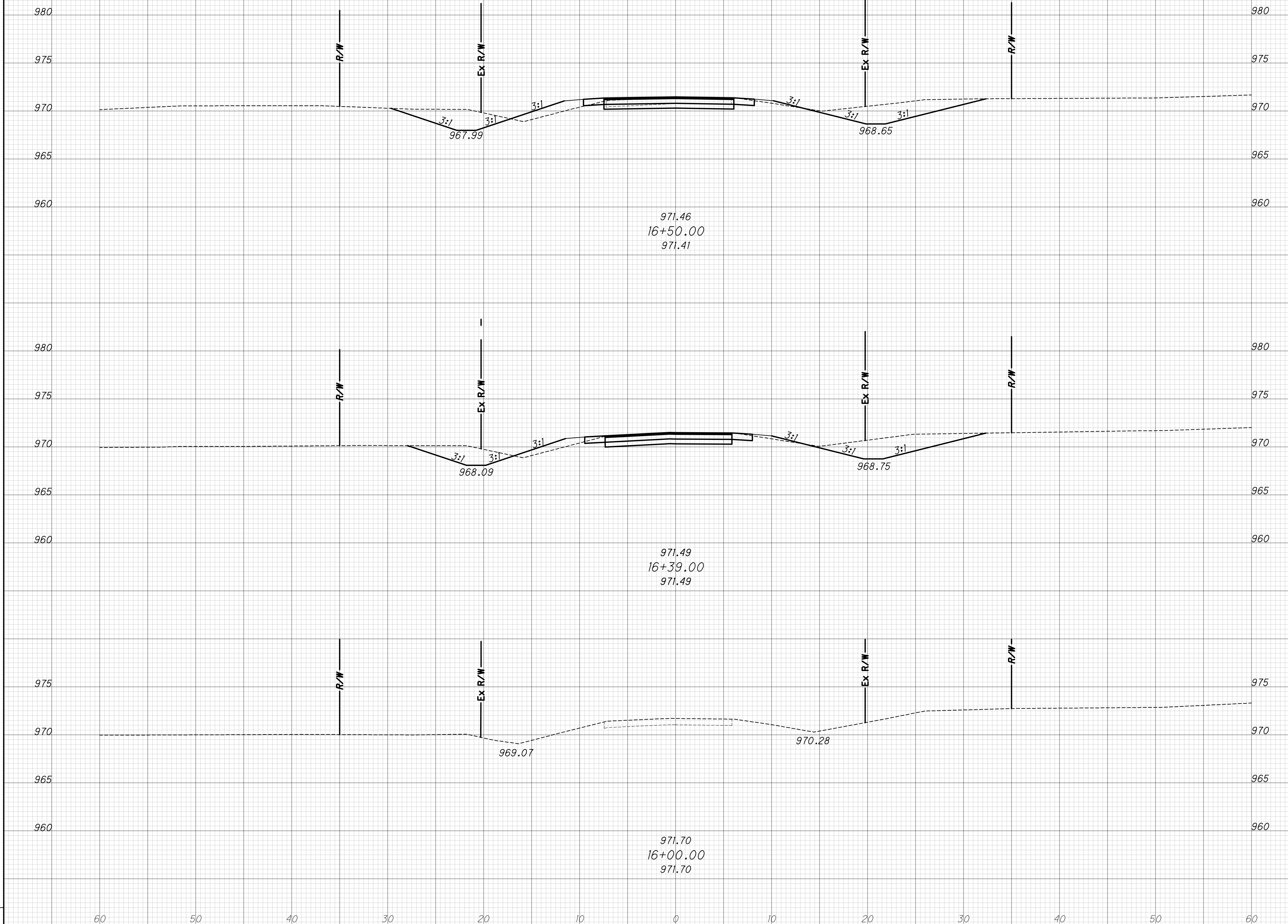
**PLAN AND PROFILE - WALLACE ROAD  
 21+00 TO STA. END WORK**

**UNI - TR283 - 0.734**

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SEEDING  
END SO.  
WIDTH YDS.

END AREA VOLUME  
CUT FILL CUT FILL  
CALCULATED  
RUB  
CHECKED  
M L S



CROSS SECTIONS  
STA. 16+00 TO STA. 16+50

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12

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SEEDING

END WIDTH	SO. YDS.

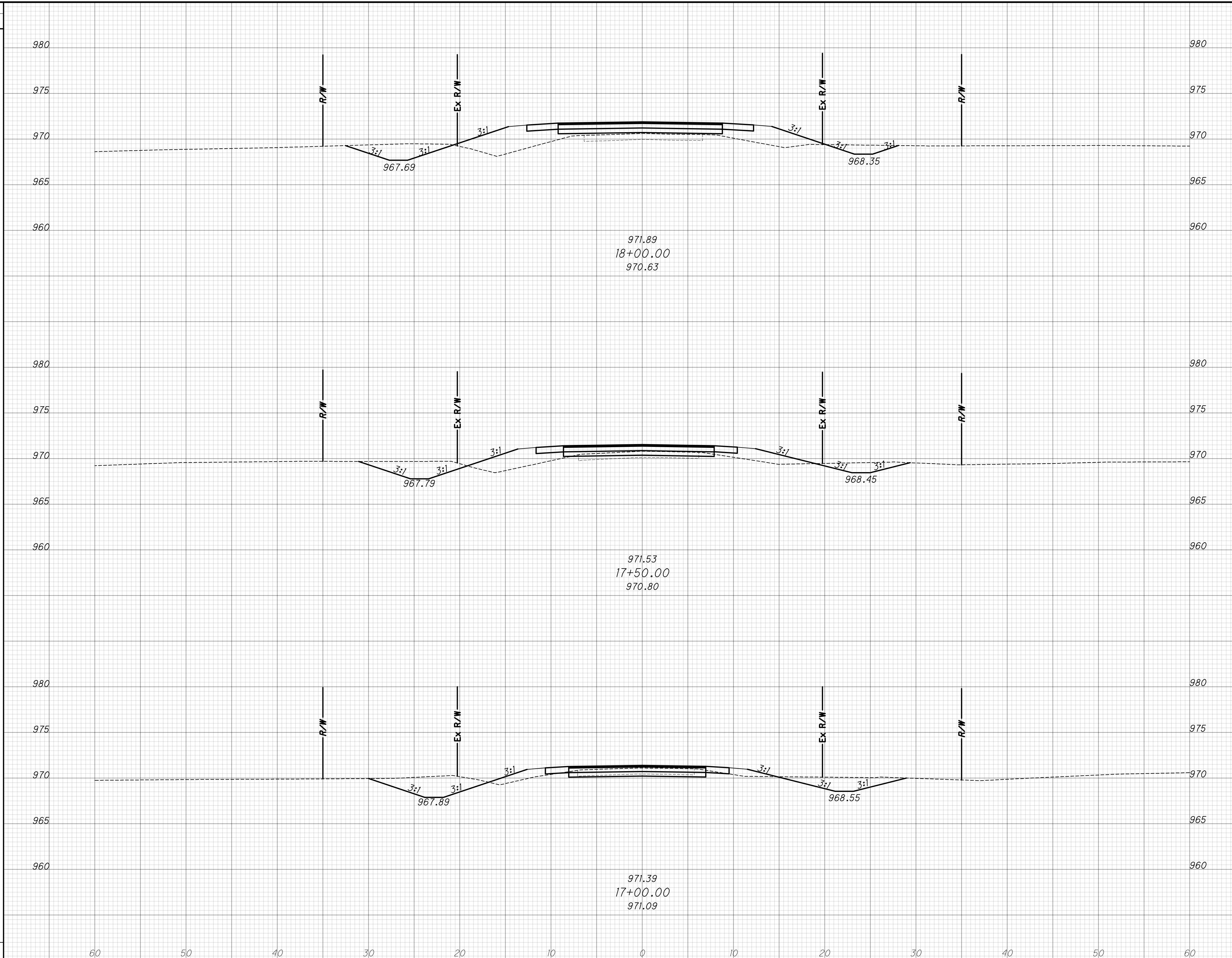
END AREA VOLUME

CUT	FILL	CUT	FILL	CALCULATED RUB	CHECKED ML'S

CROSS SECTIONS  
STA. 17+00 TO STA. 18+00

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7  
12

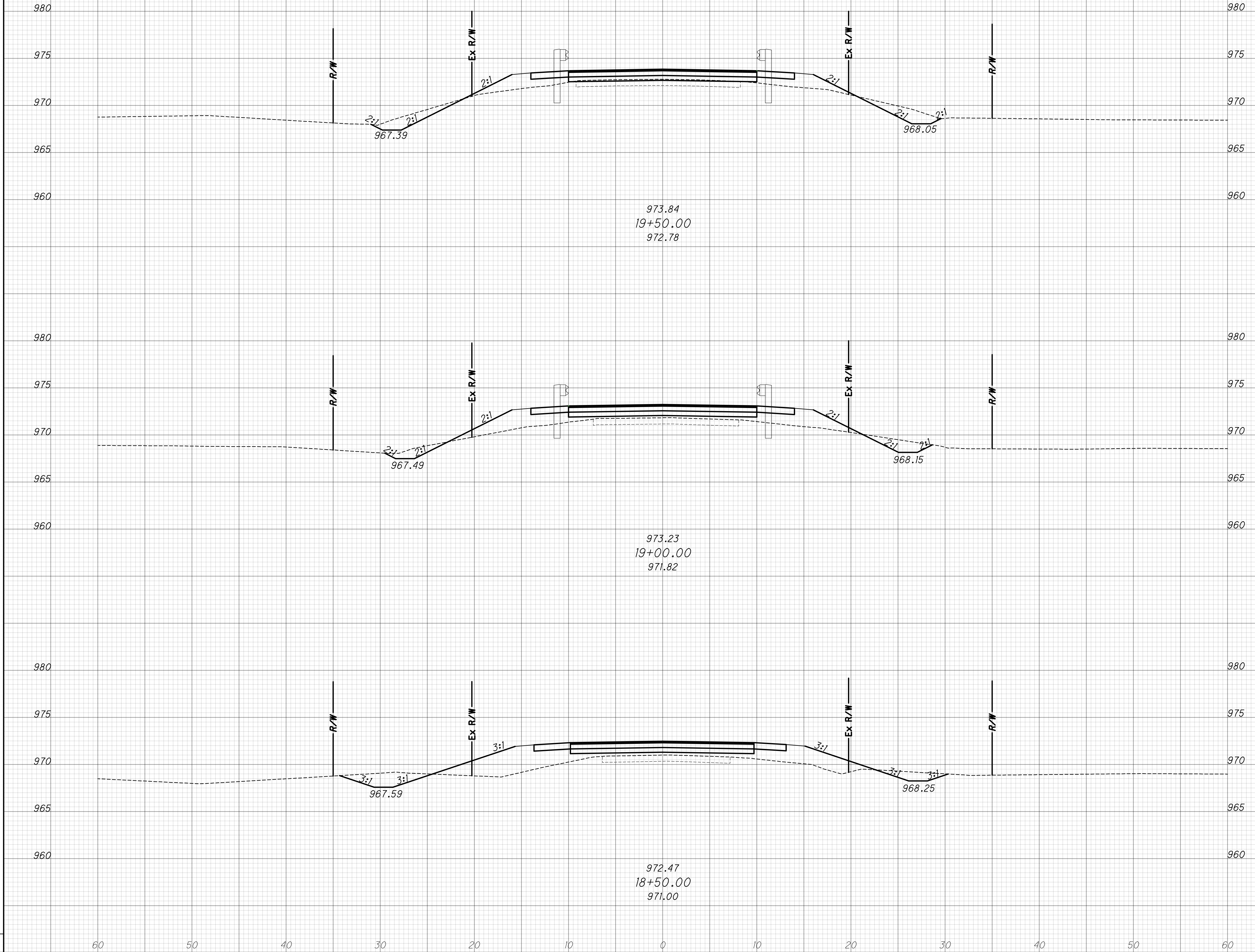


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SEEDING

END WIDTH	SO. YDS.

END AREA		VOLUME		CALCULATED	CHECKED
CUT	FILL	CUT	FILL	RUB	ML'S



**CROSS SECTIONS  
 STA. 18+50 TO STA. 19+50**

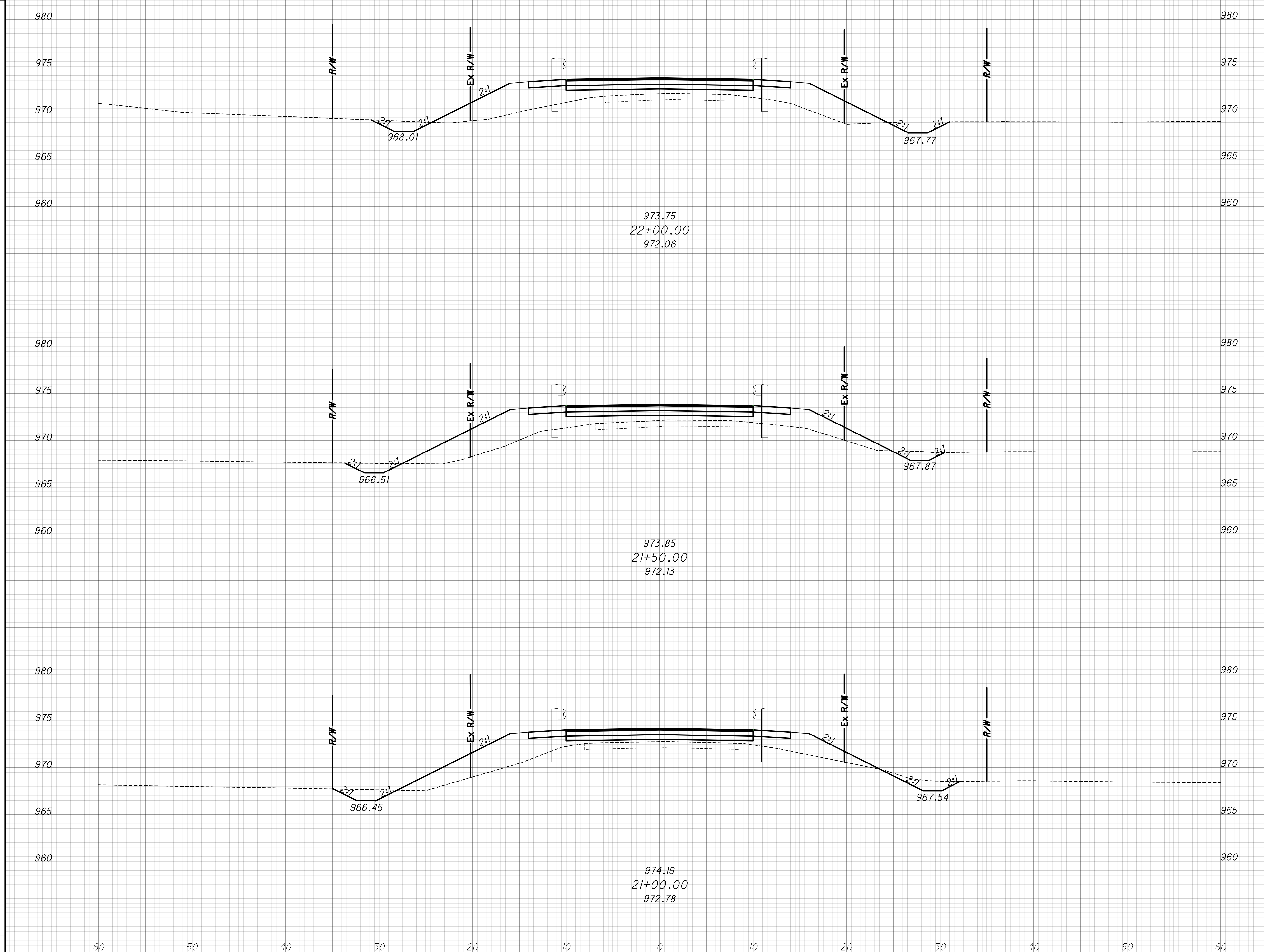
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SEEDING

END WIDTH	SO. YDS.

END AREA		VOLUME		CALCULATED	CHECKED
CUT	FILL	CUT	FILL	RUB	ML'S



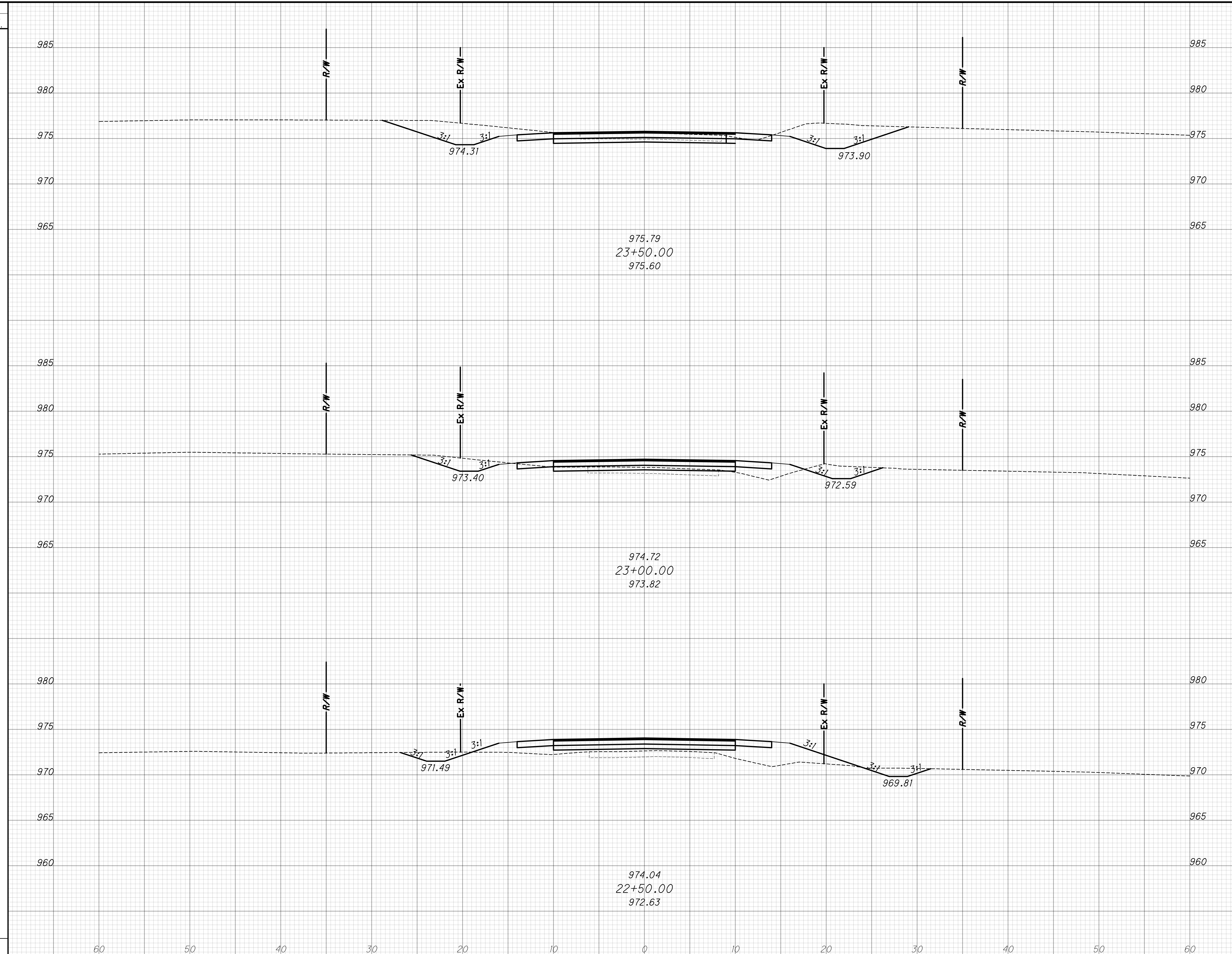
**CROSS SECTIONS**  
**STA. 21+00 TO STA. 22+00**

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**SEEDING**

END WIDTH	SO. YDS.



END AREA		VOLUME		CALCULATED RUB	CHECKED M/S
CUT	FILL	CUT	FILL		

**CROSS SECTIONS  
 STA. 22+50 TO STA. 23+50**

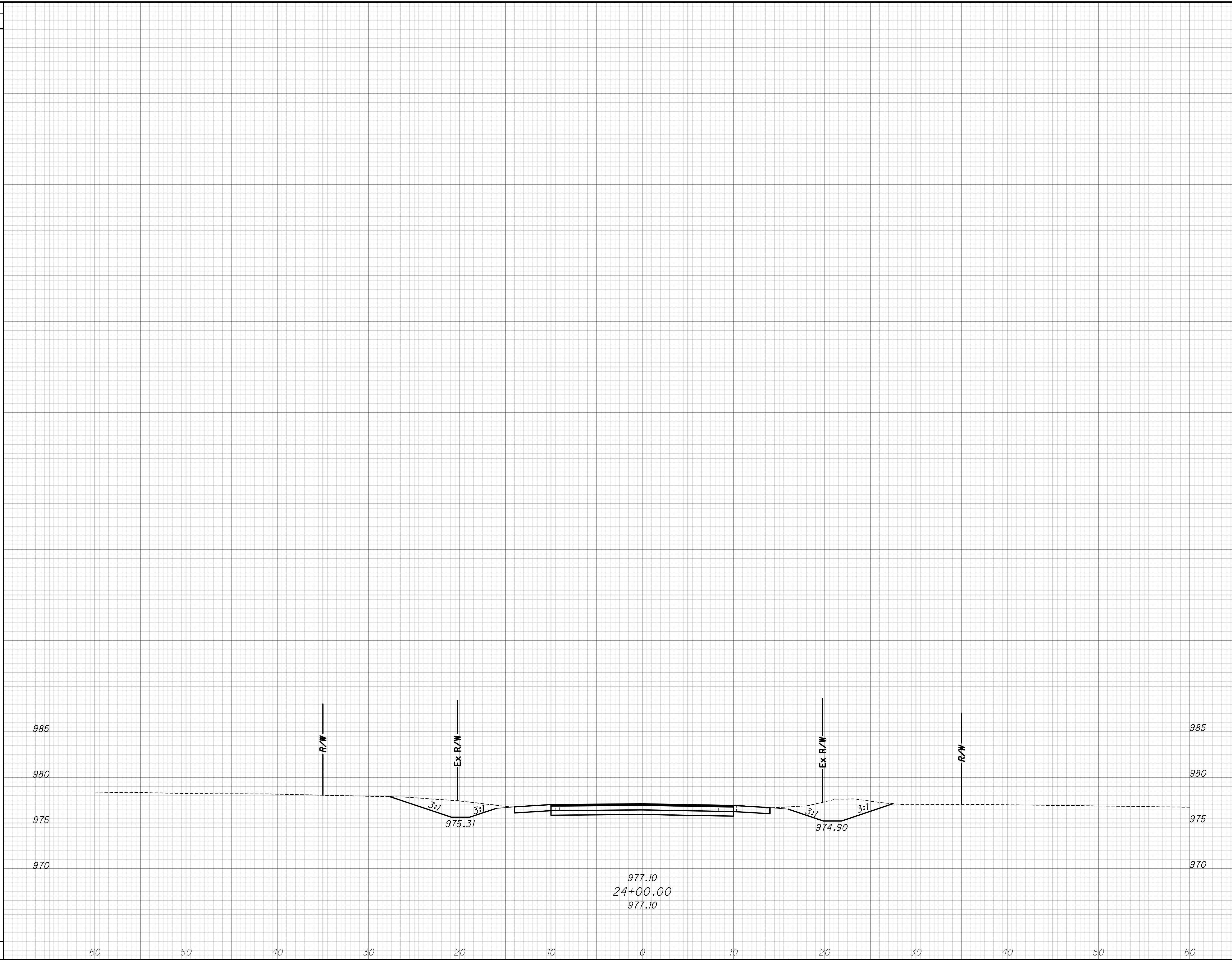
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12

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SEEDING	
END WIDTH	SO. YDS.

END AREA		VOLUME		CALCULATED RUB	CHECKED M/S
CUT	FILL	CUT	FILL		



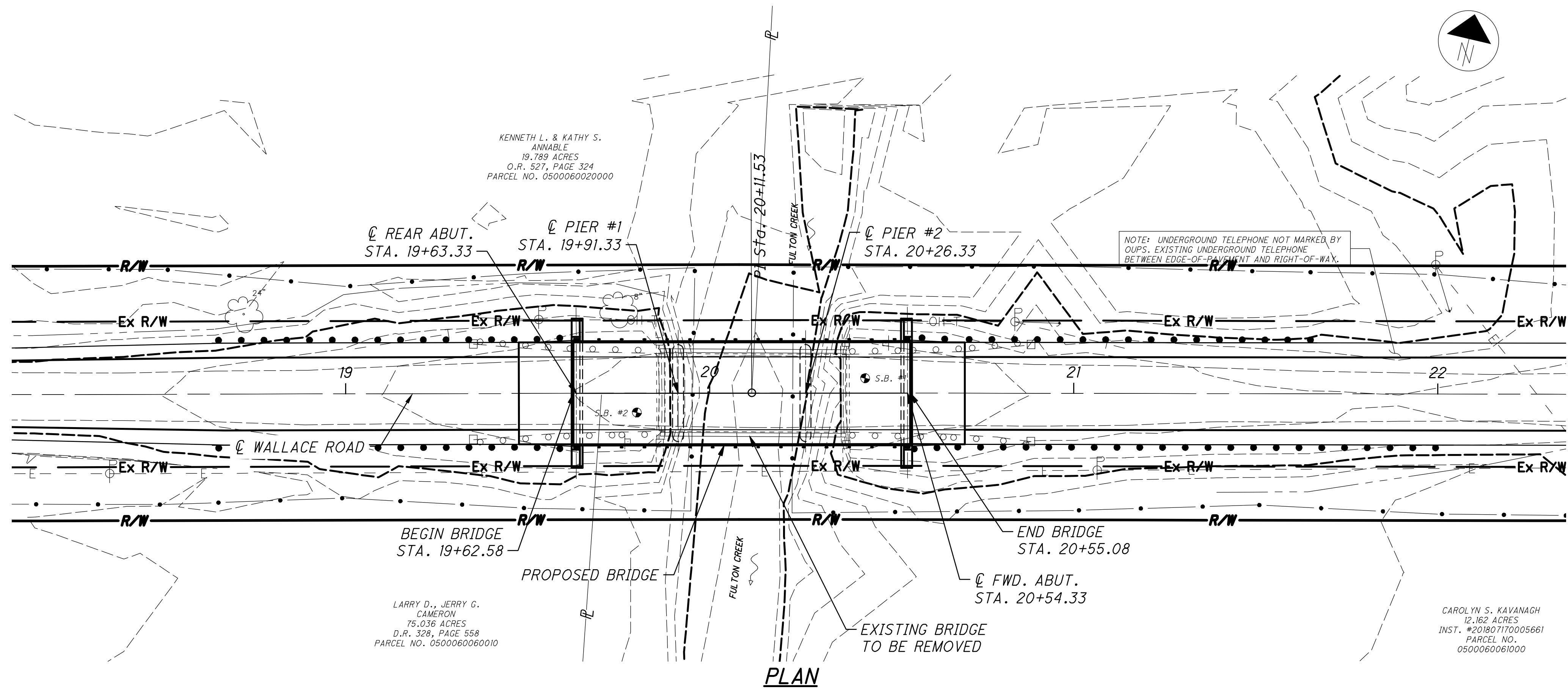
CROSS SECTIONS  
STA. 24+00

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11  
12

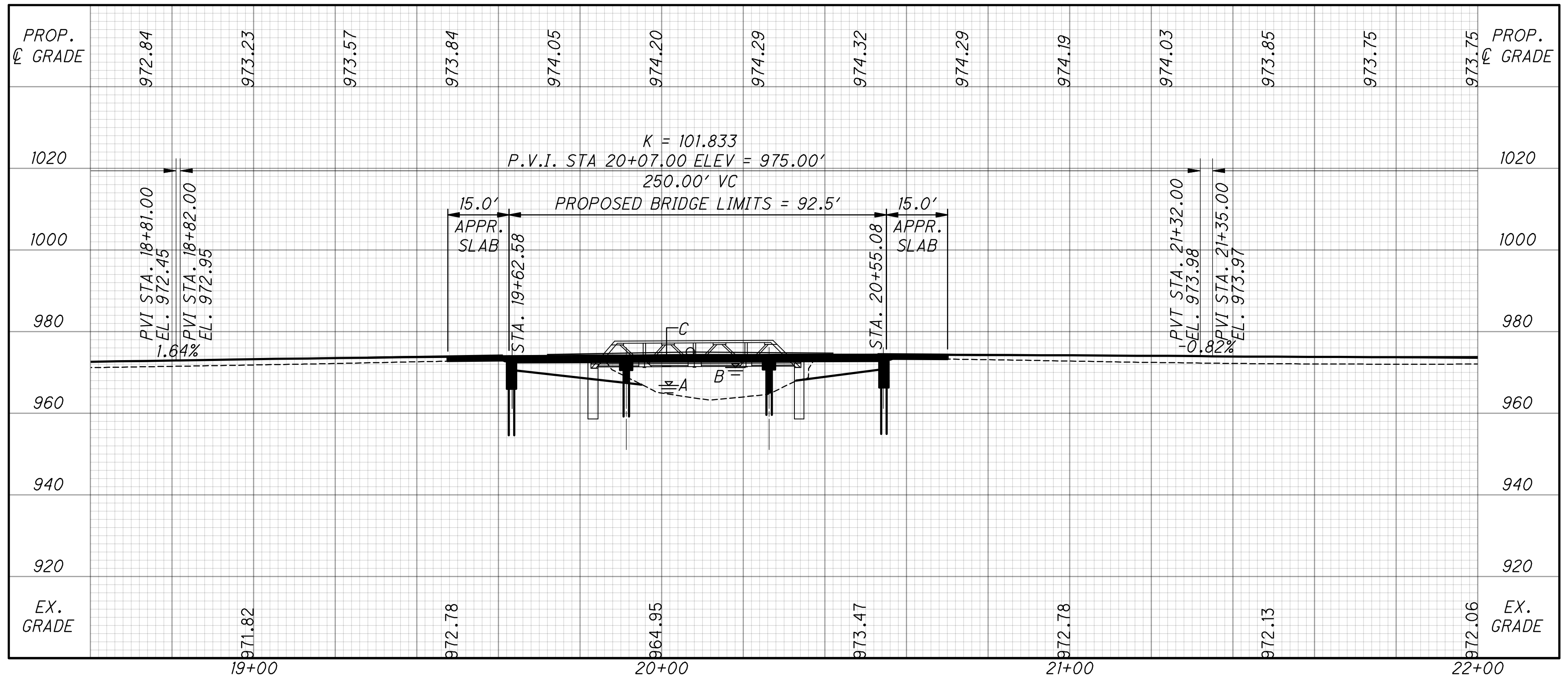


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**WATER SURFACE ELEVATIONS**

A: H (OHWM) EL. 696.80  
B: H (10) EL. 971.22  
C: H (100) EL. 973.44



**BENCHMARK DATA**

BM #1 STA. 22+43.04 ELEV. 972.46 OFFSET 20.18' RT.  
BM #2 STA. 18+35.09 ELEV. 971.02 OFFSET 21.80' RT.

FOR ADDITIONAL BENCHMARK INFORMATION, SEE ROADWAY PLAN SHEET (X/XX)

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

**TRAFFIC DATA**  
DESIGN TRAFFIC:  
2015 ADT = 45      2015 ADTT = 3  
2035 ADT = 60      2035 ADTT = 3  
DIRECTIONAL DISTRIBUTION = 0.55

**LEGEND**  
SOIL BORING

**HYDRAULIC DATA**  
DRAINAGE AREA = 14.7 SQ. MILES  
Q (10) = 1410 CFS      V (10) = 2.62 FT/S  
Q (100) = 2620 CFS      V(100) = 2.47 FT/S  
STRUCTURE CLEARS THE 10 YEAR STORM EVENT BY 1.37 FT.

**EXISTING STRUCTURE**

TYPE: SINGLE SPAN PONY TRUSS ON REINFORCED CONCRETE ABUTMENTS WITH A TIMBER DECK AND AN ASPHALT WEARING SURFACE.

SPANS: 50'-0" C/C BEARINGS  
ROADWAY: 24'-0" F/F RAILING  
LOADING: HS20-44 AND ALTERNATE MILITARY LOADING  
SKEW: 0° 00' 00"  
APPROACH SLABS: NONE  
ALIGNMENT: TANGENT  
CROWN: 0.016 FT/FT (NORMAL CROWN)  
STRUCTURAL FILE NUMBER: 8033145  
DATE BUILT: 1995  
DISPOSITION: BRIDGE REPLACEMENT

**PROPOSED STRUCTURE**

TYPE: THREE SPAN REINFORCED CONCRETE SLAB OR STEEL BEAM BRIDGE ON REINFORCED CONCRETE ABUTMENTS AND PIERS. TO BE DETERMINED BY THE DESIGN BUILD TEAM.

SPANS: 3 SPANS AT 28' - 35' - 28'  
ROADWAY: 24'-0" F/F RAILING 28'-0"  
LOADING: HL-93 (FUTURE WEARING SURFACE = 0.060 KSF)  
SKEW: 0° 00' 00"  
APPROACH SLABS: AS-1-15  
ALIGNMENT: TANGENT  
CROWN: 0.0156 FT/FT (NORMAL CROWN)  
COORDINATES: LATITUDE 40° 25' 29.05"  
LONGITUDE 83° 22' 23.00"

DESIGN AGENCY: E.P. FERRIS & ASSOC., INC. CONSULT. ENG. & SURVEYORS

DATE: 2/2021

REVIEWED: EPF

DRAWN: RJB

DESIGNED: RJB

UNION COUNTY: STA. 19+62.58

STRUCTURE FILE NUMBER: 8033145

CHECKED: ---

ML/S

UNION COUNTY: STA. 20+55.08

SITE PLAN: BRIDGE NO. UNI-TR283-0734 OVER FULTON CREEK

UNI-TR283-0.734

X / X

12 / 12

October 28, 2019

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

Attention: Matthew J. Rotar, P.E., S.I.  
Project Engineer

Reference: Drilling and Laboratory Testing Services  
UNI-TR283-0.73 Bridge Replacement  
Union County, Ohio  
CTL Project No. 19050121COL

Dear Mr. Rotar:

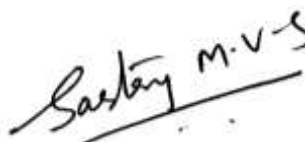
CTL Engineering, Inc. has completed the test borings and laboratory testing for the above referenced project.

An electronic copy of this letter, test boring records, laboratory test results, photos of the rock cores and site photos are being submitted.

We appreciate the opportunity to work with you on this project. If you have any questions or need further information, please do not hesitate to contact our office.

Respectfully submitted,

**CTL ENGINEERING, INC.**



Sastry Malladi, P.E  
Department Manager, Geotechnical Services

Enclosures

# TEST BORING RECORDS



## SOIL DESCRIPTION

Descriptors for soil consistency used in this report are based upon the Standard Penetration Test (SPT), ASTM D 1587, with the penetration (N) values corrected to  $N_{60}$ , based upon the efficiency of the SPT Hammer used for the soil sampling.

Descriptors for both non-cohesive and cohesive soils are presented below, with the corresponding range of corrected penetration values.

<u>NON-COHESIVE SOIL DESCRIPTION</u>	<u>CORRECTED PENETRATION VALUES BLOWS PER FOOT (BPF)</u>
Very Loose.....	0 – 4
Loose.....	5 – 10
Medium Dense.....	11- 30
Dense.....	31 – 50
Very Dense.....	Over 50

<u>COHESIVE SOIL DESCRIPTION</u>	<u>CORRECTED PENETRATION VALUES BLOWS PER FOOT (BPF)</u>
Very Soft.....	0 – 1
Soft.....	2 – 4
Medium Stiff.....	5 – 8
Stiff.....	9 – 15
Very Stiff.....	16 –30
Hard.....	Over 30

Moisture term descriptors for both non-cohesive and cohesive soils are presented below.

<u>NON-COHESIVE SOIL DESCRIPTION</u>	<u>MOISTURE TERMS</u>	<u>COHESIVE SOIL DESCRIPTION</u>
Powdery.....	Dry.....	Powdery
Some Moisture.....	Damp.....	Below Plastic Limit
Damp to the Touch.....	Moist.....	Above Plastic, Below Liquid Limit
Free Water.....	Wet.....	Above Liquid Limit



STANDARD ODOT SOIL BORING LOG (8.5 X 11) - OH DOT.GDT - 10/27/19 23:18 - J:\DEPT\519 PROJECTS\19050121COL-UNION CO ENG-UNI TR283-0.73\REPORTS\LOGS\19050121COL.GPJ

PROJECT: UNI-TR283-0.73	DRILLING FIRM / OPERATOR: CTL / LH	DRILL RIG: B-57 #500	STATION / OFFSET: _____	EXPLORATION ID B-001-0-19
TYPE: BRIDGE	SAMPLING FIRM / LOGGER: CTL / LH	HAMMER: CME AUTOMATIC	ALIGNMENT: _____	PAGE 1 OF 1
PID: _____ SFN: _____	DRILLING METHOD: 3.25" HSA / NQ	CALIBRATION DATE: 7/10/19	ELEVATION: 100.0 (MSL) EOB: 31.0 ft.	
START: 10/16/19 END: 10/17/19	SAMPLING METHOD: SPT	ENERGY RATIO (%): 84.4	COORD: Not Recorded	

MATERIAL DESCRIPTION AND NOTES	ELEV.	DEPTH	SPT/ RQD	N <sub>60</sub>	REC (%)	SAMPLE ID	HP (tsf)	GRADATION (%)					ATTERBERG			WC	ODOT CLASS (GI)	HOLE SEALED	
								GR	CS	FS	SI	CL	LL	PL	PI				
Asphalt (3") MEDIUM DENSE, GRAY, GRAVEL AND/OR STONE FRAGMENTS WITH SAND, LITTLE SILT, FILL, DAMP	100.0																		
	99.8																		
		2.5	9	27	78	SS-1	-	-	-	-	-	-	-	-	6		A-1-b (V)		
			8	25	89	SS-2	-	45	27	10	18	0	NP	NP	NP	8		A-1-b (0)	
		5.0	8	21	67	SS-3	-	-	-	-	-	-	-	-	6		A-1-b (V)		
			4	18	89	SS-4	-	-	-	-	-	-	-	-	8		A-1-b (V)		
		7.5	10	30	78	SS-5	-	-	-	-	-	-	-	-	8		A-1-b (V)		
		10.0																	
		12.5	4	17	94	SS-6	3.75	5	6	13	42	34	29	17	12		A-6a (9)		
		15.0																	
@17.5'; CONTAINS ROCK FRAGMENTS		17.5	6	25	67	SS-7	1.50	-	-	-	-	-	-	-	12		A-6a (V)		
		20.0																	
DOLOMITE, GRAY, UNWEATHERED, STRONG; RQD 10%, REC 80%.	79.0	TR	0		79	NQ-1											CORE		
		22.5																	
		25.0	0		80	NQ-2												CORE	
		27.5																	
		30.0	35		81	NQ-3												CORE	
	69.0	EOB																	

NOTES: CAVED AT 17.1'

ABANDONMENT METHODS, MATERIALS, QUANTITIES: PLACED ASPHALT PATCH; BACKFILLED WITH BENTONITE GROUT

STANDARD ODOT SOIL BORING LOG (8.5 X 11) - OH DOT.GDT - 10/27/19 23:18 - J:\DEPT\519 PROJECTS\19050121COL-UNION CO ENG-UNI TR283-0.73\REPORTS\LOGS\19050121COL.GPJ

PROJECT: UNI-TR283-0.73	DRILLING FIRM / OPERATOR: CTL / LH	DRILL RIG: B-57 #500	STATION / OFFSET: _____	EXPLORATION ID: B-002-0-19
TYPE: BRIDGE	SAMPLING FIRM / LOGGER: CTL / LH	HAMMER: CME AUTOMATIC	ALIGNMENT: _____	PAGE: 1 OF 1
PID: _____ SFN: _____	DRILLING METHOD: 3.25" HSA / NQ	CALIBRATION DATE: 7/10/19	ELEVATION: 100.0 (MSL) EOB: 31.0 ft.	
START: 10/15/19 END: 10/16/19	SAMPLING METHOD: SPT	ENERGY RATIO (%): 84.4	COORD: Not Recorded	

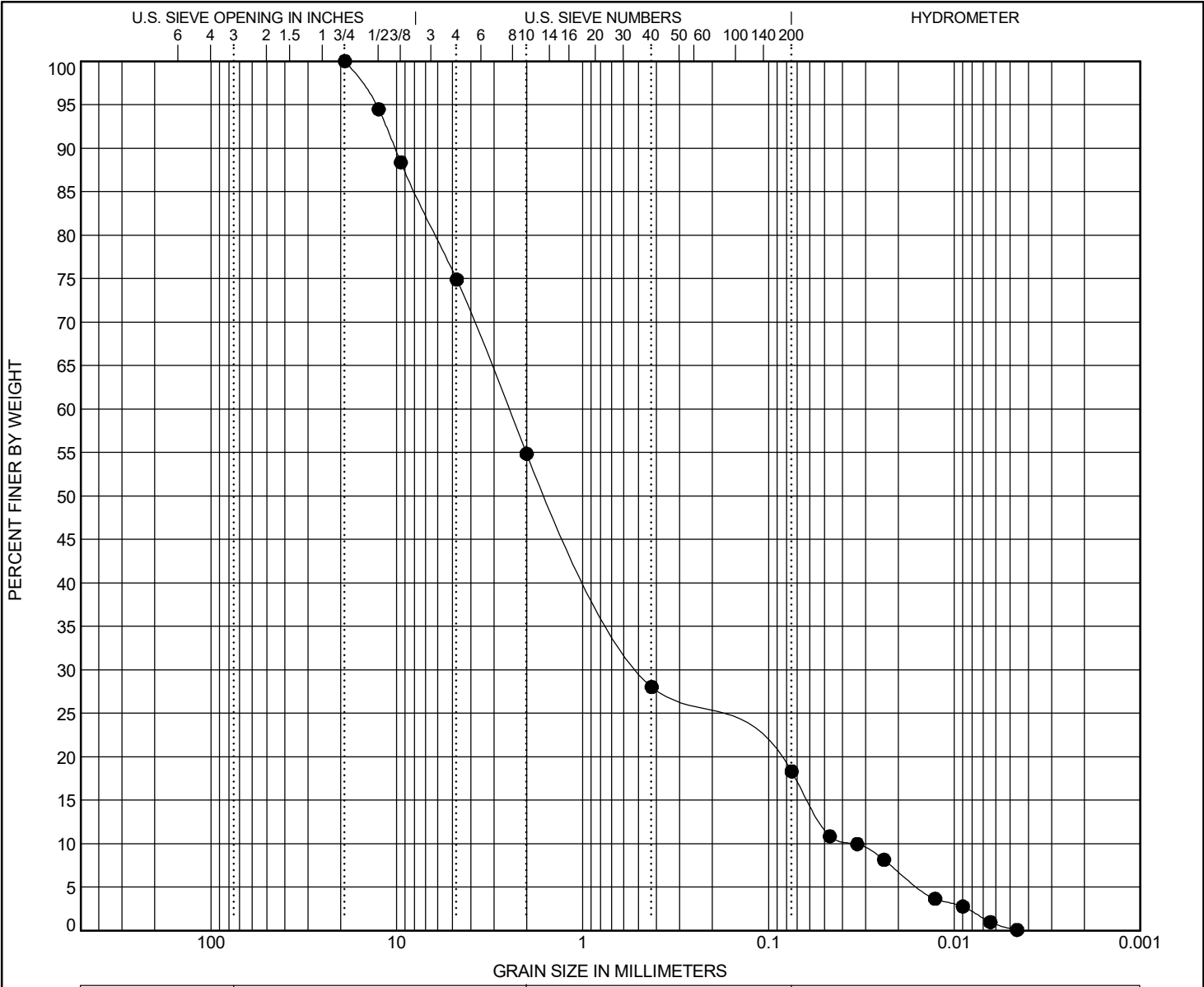
MATERIAL DESCRIPTION AND NOTES	ELEV.	DEPTH	SPT/RQD	N <sub>60</sub>	REC (%)	SAMPLE ID	HP (tsf)	GRADATION (%)					ATTERBERG			WC	ODOT CLASS (GI)	HOLE SEALED
								GR	CS	FS	SI	CL	LL	PL	PI			
Asphalt (5")	100.0																	
MEDIUM DENSE, GRAY, GRAVEL AND/OR STONE FRAGMENTS WITH SAND, LITTLE SILT, TRACE CLAY, FILL, DAMP	99.6																	
		2.5	10	7	23	72	SS-1	-	-	-	-	-	-	-	-	-	8	A-1-b (V)
			6	8	23	67	SS-2	-	-	-	-	-	-	-	-	-	7	A-1-b (V)
		5.0	9	6	20	83	SS-3	-	48	24	9	19	0	NP	NP	NP	6	A-1-b (0)
			5	4	11	78	SS-4	-	-	-	-	-	-	-	-	-	6	A-1-b (V)
@7.5'; LOOSE		7.5	6	3	8	56	SS-5	-	-	-	-	-	-	-	-	-	6	A-1-b (V)
		10.0																
HARD, GRAY, SANDY SILT, SOME CLAY, TRACE GRAVEL, TILL, DAMP	87.5																	
		12.5	3	3	11	78	SS-6	4.50	-	-	-	-	-	-	-	-	16	A-4a (V)
		15.0																
@17.5'; MEDIUM STIFF, SOME SAND, WET		17.5	3	5	15	67	SS-7	0.75	10	12	14	43	21	24	15	9	17	A-4a (6)
		20.0																
DOLOMITE, GRAY, UNWEATHERED, STRONG; RQD 32%, REC 88%.	79.0	TR	50/2"			100	SS-8										9	A-4a (V)
		22.5	0		72		NQ-1											CORE
		25.0																
@25.9'; COMPRESSIVE STRENGTH=8,043 psi		27.5	50		93		NQ-2											CORE
		30.0	35		96		NQ-3											CORE
	69.0	EOB																

NOTES: CAVED AT 8.2'  
 ABANDONMENT METHODS, MATERIALS, QUANTITIES: PLACED ASPHALT PATCH; BACKFILLED WITH BENTONITE GROUT

# **LABORATORY TEST RESULTS**



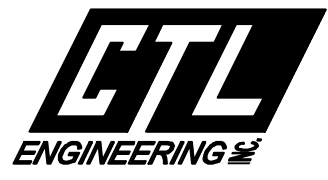
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COBBLES	GRAVEL		SAND		SILT OR CLAY
	coarse	fine	coarse	fine	

Specimen Identification	Depth	Classification					MC	LL	PL	PI	Cc	Cu
<b>B-001-0-19</b>	<b>3.0</b>	<b>A-1-b(0)</b>					<b>8</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>2.66</b>	<b>73.21</b>

Specimen Identification	Depth	D100	D60	D50	D30	D10	%Gravel	%Coarse Sand	%Fine Sand	%Silt	%Clay
<b>B-001-0-19</b>	<b>3.0</b>	<b>19</b>	<b>2.5</b>	<b>1.513</b>	<b>0.477</b>	<b>0.034</b>	<b>45</b>	<b>27</b>	<b>10</b>	<b>18</b>	<b>0</b>



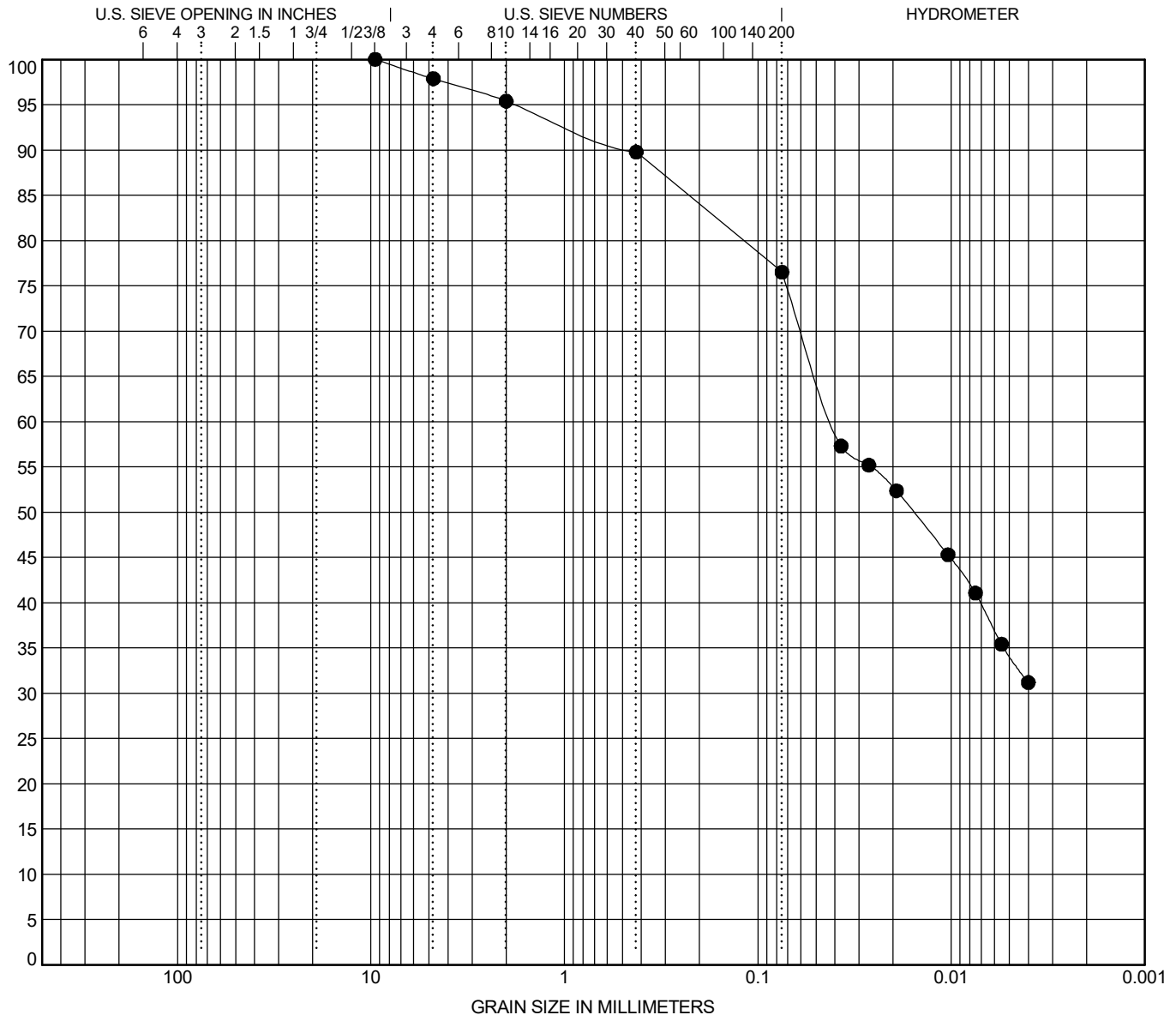
**CTL Engineering, Inc.**  
 2860 Fisher Road  
 Columbus, Ohio 43204  
 Telephone: 614-276-8123  
 Fax: 614-276-6377

### GRAIN SIZE DISTRIBUTION

Project: **UNI-TR283-0.73**  
 Location: **UNI COUNTY**  
 CTL Project Number:



CTL GRADATION - 2014 ODOT.GDT - 10/27/19 22:43 - J:\DEPT519 PROJECTS\19050121COL-UNION CO ENG-UNI TR283-0.73\REPORTS\LOGS\19050121COL.GPJ



COBBLES	GRAVEL		SAND		SILT OR CLAY
	coarse	fine	coarse	fine	

Specimen Identification	Depth	Classification					MC	LL	PL	PI	Cc	Cu
<b>B-001-0-19</b>	<b>12.5</b>	<b>A-6a(9)</b>					<b>12</b>	<b>29</b>	<b>17</b>	<b>12</b>		

Specimen Identification	Depth	D100	D60	D50	D30	D10	%Gravel	%Coarse Sand	%Fine Sand	%Silt	%Clay
<b>B-001-0-19</b>	<b>12.5</b>	<b>9.5</b>	<b>0.041</b>	<b>0.016</b>			<b>5</b>	<b>6</b>	<b>13</b>	<b>42</b>	<b>34</b>

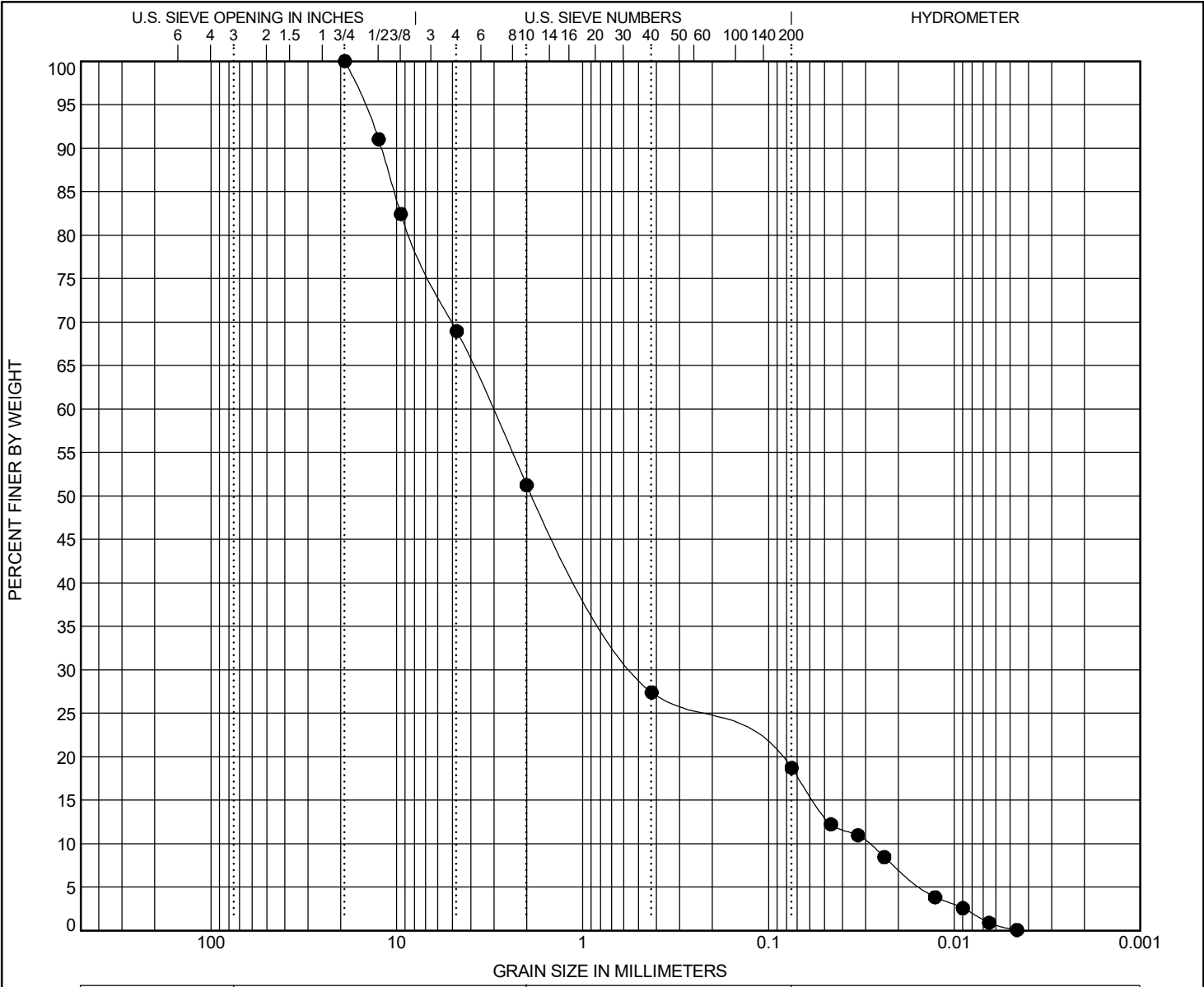


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### GRAIN SIZE DISTRIBUTION

**Project: UNI-TR283-0.73**  
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**CTL Project Number:**

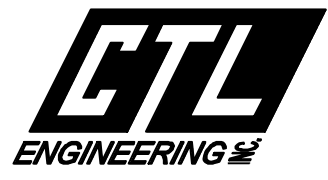
CTL GRADATION - 2014 ODOT.GDT - 10/27/19 22:43 - J:\DEPT519 PROJECTS\19050121COL-UNION CO ENG-UNI TR283-0.73\REPORTS\LOGS\19050121COL.GPJ



COBBLES	GRAVEL		SAND		SILT OR CLAY
	coarse	fine	coarse	fine	

Specimen Identification	Depth	Classification					MC	LL	PL	PI	Cc	Cu
<b>B-002-0-19</b>	<b>4.5</b>	<b>A-1-b(0)</b>					<b>6</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>2.83</b>	<b>105.26</b>

Specimen Identification	Depth	D100	D60	D50	D30	D10	%Gravel	%Coarse Sand	%Fine Sand	%Silt	%Clay
<b>B-002-0-19</b>	<b>4.5</b>	<b>19</b>	<b>3.07</b>	<b>1.847</b>	<b>0.504</b>	<b>0.029</b>	<b>48</b>	<b>24</b>	<b>9</b>	<b>19</b>	<b>0</b>

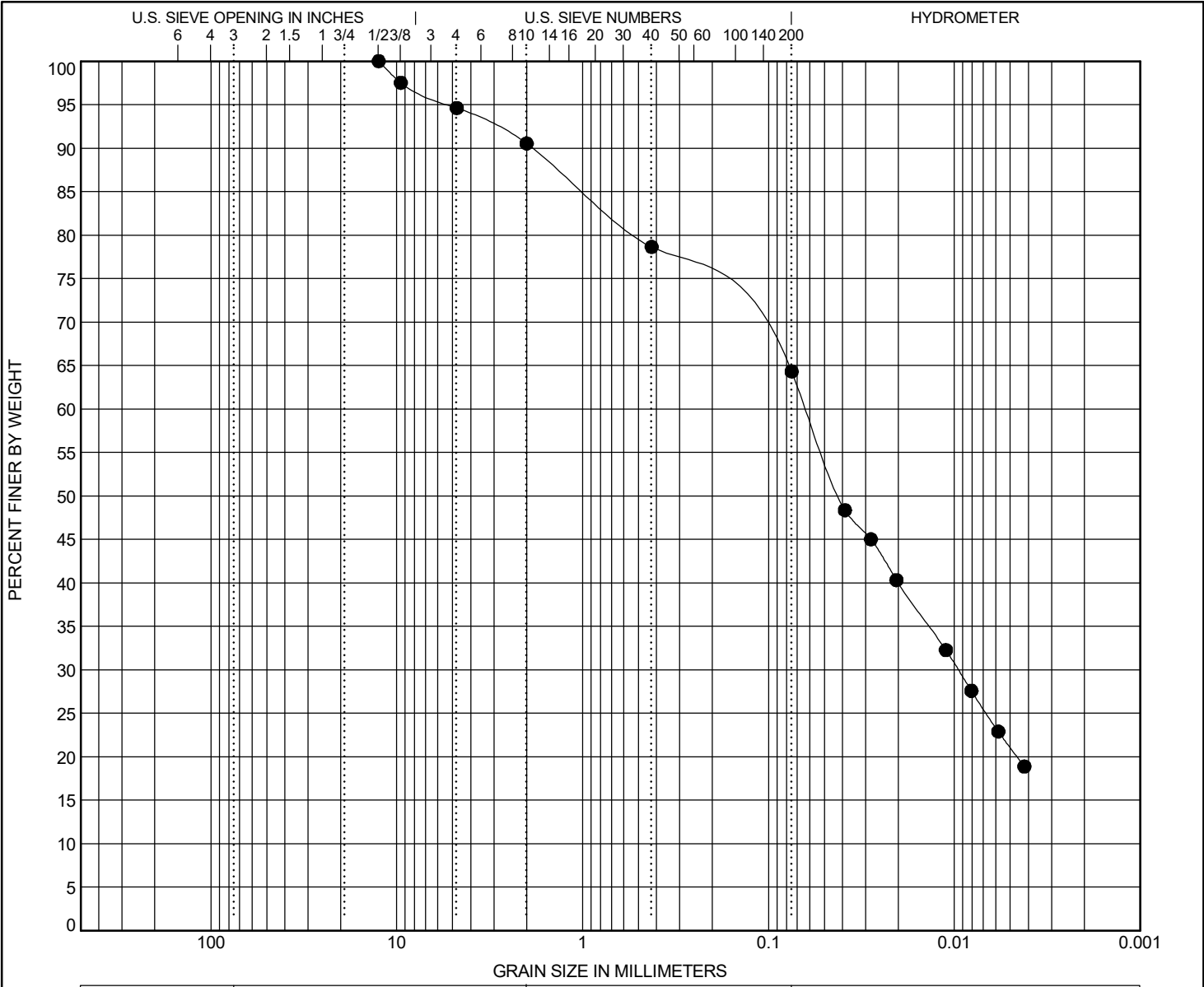


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 2860 Fisher Road  
 Columbus, Ohio 43204  
 Telephone: 614-276-8123  
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### GRAIN SIZE DISTRIBUTION

**Project: UNI-TR283-0.73**  
**Location: UNI COUNTY**  
**CTL Project Number:**

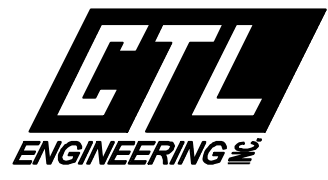
CTL GRADATION - 2014 ODOT.GDT - 10/27/19 22:43 - J:\DEPT519 PROJECTS\19050121COL-UNION CO ENG-UNI TR283-0.73\REPORTS\LOGS\19050121COL.GPJ



COBBLES	GRAVEL		SAND		SILT OR CLAY
	coarse	fine	coarse	fine	

Specimen Identification	Depth	Classification	MC	LL	PL	PI	Cc	Cu
<b>B-002-0-19</b>	<b>17.5</b>	<b>A-4a(6)</b>	<b>17</b>	<b>24</b>	<b>15</b>	<b>9</b>		

Specimen Identification	Depth	D100	D60	D50	D30	D10	%Gravel	%Coarse Sand	%Fine Sand	%Silt	%Clay
<b>B-002-0-19</b>	<b>17.5</b>	<b>12.5</b>	<b>0.063</b>	<b>0.042</b>	<b>0.01</b>		<b>10</b>	<b>12</b>	<b>14</b>	<b>43</b>	<b>21</b>



**CTL Engineering, Inc.**  
 2860 Fisher Road  
 Columbus, Ohio 43204  
 Telephone: 614-276-8123  
 Fax: 614-276-6377

### GRAIN SIZE DISTRIBUTION

**Project: UNI-TR283-0.73**  
**Location: UNI COUNTY**  
**CTL Project Number:**

PROJECT NO:	19050121COL
DATE:	10/24/2019

**UNIAXIAL COMPRESSIVE STRENGTH OF  
INTACT ROCK CORE - ASTM D 7012**



Method C

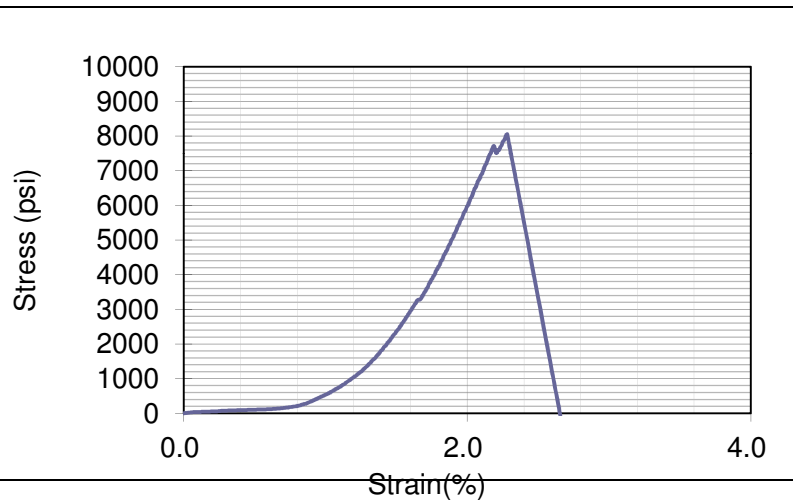
BORING NUMBER	B-002-0-19	TOP DEPTH(FT)	25.9'	BOTTOM DEPTH(FT)	26.3'
SAMPLE NUMBER	NQ-2	DISTRICT	6	PID NO.	NA
COUNTY	UNION	ROUTE	TR 283	SECTION	0.73



FORMATION	Silurian
DESCRIPTION	Dolomite, Gray, Unweathered, Strong
MOISTURE CONDITION	As Received

MEASUREMENT	LENGTH(INCHES)	DIAMETER(INCHES)
1	4.062	1.987
2	4.060	1.981
3	4.063	1.984
AVERAGE	4.062	1.984

LENGTH/DIAMETER	2.0
CORRECTION FACTOR	1
AREA(IN <sup>2</sup> )	3.1
MASS (GRAMS)	524.0
UNIT WEIGHT(LBS/FT <sup>3</sup> )	159

RATE OF LOADING (in/min)	0.13
COMPRESSIVE STRENGTH (PSI)	8,043
Equip. ID - 68897	
NON-CONFORMANCES - None	
TIME OF TEST (MINUTES)	0:55
LOADING DIRECTION	PERP. TO BEDDING
TECHNICIAN - MW	
TEMPERATURE - Room	



 <p>BEFORE TESTING</p>	 <p>AFTER TESTING</p>
<p>Physical Appearance after Test - Sample sheared through middle portion - No signs of cracking, spalling or shearing at the platen-specimen interface</p>	

## **SITE PHOTOS**







# **ROCK CORE PHOTOS**





19050121COL

Union County Engineer

UNI-TR283-073

B-001-0-19

Box #1 21'-31'

Top

23.0

35.0



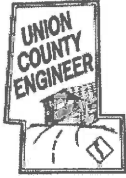
Bottom

19050121COL  
Union County Engineer  
UNI-TR283-073  
B-002-0-19  
Box #1 21'-31'

Top



BOTTOM



# FLOOD HAZARD PERMIT

Application is hereby made for a FLOOD HAZARD PERMIT as required by the Flood Damage Prevention Ordinance (Resolution) effective December 16, 2008 of the Union County for the development in an identified flood hazard area. All activities shall be completed in accordance with the requirements of said Ordinance (Resolution). The development to be performed is described below and in attachments hereto. The applicant understands and agrees that:

- this permit is issued on the conditions and facts described;
- any permit may be repealed if conditions or facts change;
- permit void if the activity has not begun within 180 days of the permit issuance date.

Owner Name:	Union County	Builder:	
Address:	233 West Sixth Street	Address:	
City, Zip:	Marysville, OH 43040	City, Zip:	
Phone:	937-645-3018	Phone:	

### DESCRIPTION OF WORK

- Location of proposed development site/address:  
  
 Legal Description:
- Kind of development proposed:
 

<input type="checkbox"/> new building	<input type="checkbox"/> existing structure	<input type="checkbox"/> filling/grading
<input type="checkbox"/> residential	<input type="checkbox"/> alteration	<input type="checkbox"/> mining/dredging
<input type="checkbox"/> non-residential	<input type="checkbox"/> addition	<input type="checkbox"/> water course alteration
<input type="checkbox"/> manufactured home install	<input type="checkbox"/> accessory	
<input type="checkbox"/> materials storage	<input checked="" type="checkbox"/> other	

 Describe "other":
- If the proposed construction is an alteration, addition or improvement to an existing structure, indicate the cost of the proposed construction \$ .  
 What is the estimated market value of the existing structure \$ .

Note: An existing structure must comply with the flood protection standards if it is substantially improved (an improvement equal to or greater than 50% of the market value of the structure). FEMA maintains that the "substantial improvement" definition applies to existing structures only and that once a structure meets the definition of "new construction" any further improvements to that structure must meet "new construction" requirements. For floodplain management purposes, "new construction" means structures for which "start of construction" began on or after the initial effective date of the Flood Insurance Rate Map.

4. Does the proposed development involve a subdivision or other development containing at least 50 lots or 5 acres (whichever is less)?  Yes  No

Note: *If yes, base flood elevation data is required from applicant if these have not been provided by FEMA.*

I AGREE THAT ALL STATEMENTS IN AND ATTACHMENTS TO THIS APPLICATION ARE A TRUE DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSED DEVELOPMENT ACTIVITY. I UNDERSTAND THE DEVELOPMENT REQUIREMENTS FOR SPECIAL FLOOD HAZARD AREA ACTIVITIES PER THE APPROPRIATE ORDINANCE (RESOLUTION) AND AGREE TO ABIDE THERETO.

Date: 3/22/2021

Applicant's Signature: 

**ADMINISTRATIVE**

Note: *The following is to be completed by the local floodplain administrator. All references to elevations are in feet man sea level (m.s.l.).*

5. Is the proposed development located in  an identified floodway;  a flood hazard area where base flood elevations exist with no identified floodway;  an area identified as approximate flood hazard?

Note: *Floodway development must demonstrate through hydrologic and hydraulic analysis, performed in accordance with standard engineering practice that no increase in base flood elevation will result during occurrence of the base flood discharge. If base flood elevations exist with no floodway delineation, a hydrologic and hydraulic analysis is required to demonstrate not more than one foot increase at any point to the water surface elevation of the base flood.*

6. Structure will comply with local flood damage prevention standards by the following method:  
 Methods, materials, utilities designed/constructed to minimize flood damage  
 Anchoring (including manufactured homes) to prevent flotation and lateral movement  
 Fill added to construction site.

Top of elevation must be  feet m.s.l.

- Floodproofing (nonresidential only) in accordance with ordinance criteria  
 Structure elevated on piers, piles or columns

7. Base flood elevation (100-year) at proposed site  feet m.s.l.  
Data Source   
Map effective date

8. Does the structure contain a  basement;  enclosed area used only for parking, access or storage, other than basement, below the lowest floor?  Yes or  No

9. The certified as-built elevation of the structure's lowest floor is  feet m.s.l.

10. The certified as-built flood proofed elevation of the structure is  feet m.s.l.

Note: *Certificates of a registered engineer or land surveyor documenting these elevations are necessary if elevations are provided by applicant.*

11. The proposed development is in compliance with applicable floodplain standards.

PERMIT ISSUED ON

12. The proposed development is NOT in compliance with applicable floodplain standards.

PERMIT DENIED ON

Note: *All structures must be built with the lowest floor, including the basement, elevated or floodproofed to or above the base flood elevation (100-year) unless a variance has been granted.*

13. The proposed development is EXEMPT from the floodplain standards per Section  of the Flood Damage Prevention Ordinance (Resolution) No. .

Date: 3/25/21

Administrator's Signature: Fred Noto