

PROPOSAL
and
CONTRACT DOCUMENTS
and
SPECIFICATIONS
for the

UNI TR294-0.29 Bitler Road Bridge Replacement
DESIGN-BUILD PROJECT

PID 106652
Agreement No. 36965

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: _____
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

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-TR294-0.29 Bitler Road Bridge Replacement

Plans, Specifications and Bid Forms are available through the County Engineer's website www.unioncountyohio.gov/engineer under the "Bid Info" section. They are also available in the office of the Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040, between the hours of 7:30 am and 4:30 pm on weekdays (holidays excluded).

This notice can be obtained through the County Engineer's website www.unioncountyohio.gov/engineer under the "Bid Info" section.

Proposals must be received by **10:00 A.M. local time, on Wednesday, March 22, 2023**, 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.

A Pre-Bid meeting will be conducted in the office of the Board of Commissioners of Union County on March 10, 2023 at 10:00 A.M.

The owner intends and requires that this project be completed no later than October 31, 2023.

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.

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, and supplies) have been set on this project for those certified as DBE's in accordance with the TEA – 21(1998) and 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.).

DBE Goal: 10%

All Bidders shall submit a DBE Utilization Plan prior to the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted online at https://odot.formstack.com/forms/dbe_copy.

The engineer's estimate is \$1,050,000.00

THIS IS A DESIGN-BUILD PROJECT

This project falls under the federal requirements of the Davis-Bacon Act for prevailing wages.

Only 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.**

Contractor compliance with the Federal and State of Ohio Equal Employment Opportunity Requirements shall be required.

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
2/21/2023

Publish: Marysville Journal Tribune (2/21/23, 2/28/23, 3/7/23)
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 10:00 A.M. local time, on Wednesday, March 22, 2023. 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 TR294-0.29 Bitler 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.

A Pre-Bid meeting will be conducted in the office of the Board of Commissioners of Union County on March 10, 2023 at 10:00 A.M.

4. Disadvantaged Business Enterprise (DBE) Requirements.

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, and supplies) have been set on this project for those certified as DBE’s in accordance with the TEA – 21(1998) and 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.).

DBE Goal: 10%

4. Disadvantaged Business Enterprise (DBE) Requirements (continued)

All Bidders shall submit a DBE Utilization Plan **prior to the time of bid** setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted online at https://odot.formstack.com/forms/dbe_copy.

The DBE Utilization Plan shall include the following information:

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

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening. The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages>.

The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal.

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

In the event a DBE firm fails to confirm the information contained in the DBE Affirmation Form within five (5) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

4. Disadvantaged Business Enterprise (DBE) Requirements (continued)

DBE BIDDERS

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 bvr 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.

10. Performance Bond and Payment Bond

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

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

If a certified check, cashier's check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code is submitted with the bid, the successful bidder shall file a performance bond for the full amount of the Contract. The form of the performance bond shall be as stated in Section 153.57 of the Ohio Revised Code. The bond is subject to the approval of the Union County Engineer and the Union County Prosecutor.

11. 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.

12. 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.

12. Federally required EEO Certification Clause, cont'd

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.

13. Federally Required Contract Clauses and Conditions

The required contract provisions are included in Attachment One: (Required Contract Provisions of Federal-Aid Construction Projects with DBE) and are hereby incorporated reference as if rewritten herein.

14. Ohio Worker's Compensation Coverage

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

The Contractor must immediately notify the 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 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.

15. Drug-Free Work Place

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

16. 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.

17. 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.

18. Labor and Wage Rates

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

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

This wage decision may be viewed, by accessing the USDOL website at:

<https://www.dol.gov/whd/recovery/pwrb/Tab13DBWageDetermin.pdf>

or

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

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

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

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

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

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after the termination of the Contractor's responsibility as defined in section 109.12 (E) of the 2008 Construction and Material Specifications Manual. The Contractor's and the all subcontractor's payroll records and canceled pay checks shall be made available for inspection by the County and the US Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the US Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

18. Labor and Wage Rates, cont'd.

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

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The project number and pay week dates.
4. Original signature of the company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll submitted for all apprentices working on this project.

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

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

19. Time of Commencement, Completion and Milestone Dates

Construction work shall be completed no later than October 31, 2023. The actual period of work shall not exceed 90 calendar days.

20. 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

20. Documents Required at the Time of Proposal, cont'd

- Request for Taxpayer Identification Number (W-9)
- Notice of Award
- Contract-blank
- Notice of Commencement
- Notice to Proceed
- Attachment One: Required Contract Provisions for Federal-Aid Construction Contracts with DBE revised 11/18/22
- Attachment Two: Design-Build Scope of Service and Exhibits A-H

21. 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 80-126th G.A. effective March 30, 2007

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

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

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

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

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

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

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

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

6. SAFETY, INDEPENDENT CONTRACTOR INDEMNIFICATION

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

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

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.

8. LUMP SUM and UNIT BID PRICES, continued

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

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

9. REPORTING BID RIGGING

US DEPARTMENT OF TRANSPORTATION HOTLINE INFORMATION

To report bid rigging activities call:

1-800-424-9071

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

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

10. NON-PERFORMANCE WORK

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

11. EXTRA WORK

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

12. CANCELLATION OF CONTRACT

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned or the work under the Contract sublet by the Contractor, otherwise than herein specified; or if, before the completion of the work under this Contract, the Contractor shall become financially embarrassed or shall become bankrupt or shall make a general assignment for the benefit of creditors or shall have a receiver appointed for him or to take charge of his affairs or shall have his property levied upon or taken in execution of under attachment; or if, at any time,

12. CANCELLATION OF CONTRACT, cont'd

Union County shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not fulfilling the terms thereof, or is not making such progress in the execution of the work as to indicate its completion within the time specified, or within the time to which the completion of the Contract may have been extended by Union County, Union County may at any time declare this Contract or any portion thereof, terminated by a written notice served upon the Contractor, a copy of which notice shall be given to the Surety or the authorized agent of the Surety.

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

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

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

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	\$1,650
Over 50,000,000		\$3,970

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.

15. GUARANTEE AND BOND, cont'd

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.

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

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

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

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

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

Bodily Injury & Property Damage Liability Limit

Combined Single Limit \$1,000,000.00

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

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

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

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

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

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 owed to the public or any member thereof.

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

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

(i) Worker's Compensation and Employers Liability

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

(ii) Professional Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made at the contract price for:

ITEM	UNIT	DESCRIPTION
100	Lump Sum	SPECIAL-PROFESSIONAL LIABILITY INSURANCE

18. REPORTING, INVESTIGATING AND RESOLVING MOTORIST DAMAGE CLAIMS

Pursuant to 107.12 and 107.14, the following procedures shall be utilized by the Contractor and the Engineer for reporting, investigating and resolving motorist damage claims.

When a motorist reports damage to his vehicle either verbally or in writing to the Contractor, the Contractor shall within three days make and file a written report to the Engineer or his representative. The report shall be forwarded to the Union County Board of Commissioners who, as a co-insured party, will then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. In the event that the Engineer directly receives the motorist's claim, the claim report shall be sent to the contractor's insurance company and a copy be mailed to the Contractor. If the Contractor's insurance company does not resolve the claim in a timely manner, the Engineer shall advise the motorist of the option of pursuing the claim in the Union County Common Pleas Court.

In the event of a lawsuit filed by the motorist, the Union County Board of Commissioners, as an additional party, may request the Contractor's insurance company to defend this lawsuit and hold the Engineer harmless in accordance with 107.14.

19. TAXES

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

20. CONTRACTOR'S OBLIGATION TO PAY BILLS

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

21. SETTLEMENT OF DISPUTE

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

22. REPORTS AND PAYMENT

The Contractor will be paid at approximate thirty (30) day intervals upon submission of his invoice based on the work completed. Copies of material bills shall be furnished for all materials delivered and used. All payments to the Contractor will be subject to the approval of the Union County Engineer

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

23. PARTIAL PAYMENT

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

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

24. HAUL ROUTE

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

25. PRE-CONSTRUCTION CONFERENCE

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

1. Provide a listing of key project personnel (Project Manager, Superintendent, etc.) with office, mobile and pager numbers to be used.
2. Provide a complete listing of all sub-contractors and key personnel representing each.
3. Discuss plans and methods of maintaining traffic during the project.
4. Discuss anticipated haul routes.
5. Submit and discuss Job Mix Formulas See (PN417)
6. Discuss material sampling as detailed above.

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

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	Date: _____
TO: Board of Commissioners, Union County, Ohio PROJECT: UNI-TR294-0.29 Bitler Road Bridge Replacement DBE Goal: 10%	
COMPANY NAME: _____	
<p>The undersigned, having full knowledge of the site(s) to 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 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, materials, and equipment.</p>	

REF#	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
		DEMOLITION AND EARTHWORK				
1	201	SPECIAL - CLEARING AND GRUBBING		LUMP		
2	202	SPECIAL - GUARDRAIL REMOVED		LUMP		
3	202	SPECIAL - STRUCTURE REMOVED		LUMP		
4	202	SPECIAL - PAVEMENT REMOVED		LUMP		
5	202	SPECIAL - REMOVAL, MISC.		LUMP		
6	203	SPECIAL - EARTHWORK		LUMP		
		STRUCTURES				
7	526	SPECIAL - REINFORCED CONCRETE APPROACH SLAB		LUMP		
8	530	SPECIAL - STRUCTURE FOUNDATION		LUMP		
9	530	SPECIAL - SUBSTRUCTURE		LUMP		
10	530	SPECIAL - SUPERSTRUCTURE		LUMP		
11	530	SPECIAL - MISC.		LUMP		
		ROADWAY				
12	690	SPECIAL - ASPHALT PAVEMENT		LUMP		
		INCIDENTALS				
13	603	SPECIAL - DRAINAGE		LUMP		
14	605	SPECIAL - UNDERDRAINS		LUMP		
15	606	GUARDRAIL TYPE MGS		LUMP		
16	606	ANCHOR ASSEMBLIES		LUMP		
17	614	SPECIAL - MAINTAINING TRAFFIC		LUMP		
18	623	SPECIAL - CONSTRUCTION LAYOUT STAKES		LUMP		
19	624	SPECIAL - MOBILIZATION		LUMP		
20	626	SPECIAL - BARRIER REFLECTORS		LUMP		
		PAVEMENT MARKING				
21	642	SPECIAL - PAVEMENT MARKING		LUMP		
		EROSION CONTROL				
22	877	SPECIAL - TEMPORARY EROSION CONTROL		EACH		
23	659	SPECIAL - PERMANENT EROSION CONTROL		LUMP		
		DESIGN				
24	690	SPECIAL - FIELD SURVEYS		LUMP		
25	690	SPECIAL - SUBSURFACE INVESTIGATIONS		LUMP		
26	690	SPECIAL - FINAL DESIGN		LUMP		
27	690	SPECIAL - FINAL PLANS FOR DESIGN-BUILD		LUMP		
28	690	SPECIAL - FINAL PLAN SUBMISSION		LUMP		
29	690	SPECIAL - CONSTRUCTION PLANS FOR DESIGN-BUILD		LUMP		
30	690	SPECIAL - AS-BUILT CONSTRUCTION PLANS		LUMP		
31	690	SPECIAL - STORM WATER POLLUTION PREVENTION PLAN		LUMP		
		GENERAL PROVISIONS				
32	100	SPECIAL - PROFESSIONAL LIABILITY INSURANCE		LUMP		
33	103	SPECIAL - PERFORMANCE AND PAYMENT BOND		LUMP		
34	107	SPECIAL - UTILITY COORDINATION		LUMP		
35	108	SPECIAL - SCHEDULE		LUMP		

TOTAL	
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NOTICE TO BIDDERS

UNI TR294-0.29 Bitler Road Bridge Replacement

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

www.unioncountyohio.gov/Engineer

Click on

✓ Bid Info

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 **March 22, 2023 at 10:00 A.M.**

PROPOSAL

1. **NON - COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

2. **FEDERALLY REQUIRED EEO CERTIFICATION**

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

HAS []

HAS NOT []

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

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

- is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; and,
- has not been debarred within the past three (3) years; and,
- does not have a proposed debarment pending; and,
- has not been indicted, convicted or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years

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

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

4. PREQUALIFICATION

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

6. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING, con't

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

7. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

_____ and _____/100 Dollars.

(\$_____)

COMPLETION DATE:

Construction shall be completed no later than October 31, 2023. The actual period of closure shall not exceed 90 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

DBE SUBCONTRACTORS:

NAME	ITEM	AMOUNT
_____	_____	_____
NAME	ITEM	AMOUNT
_____	_____	_____
NAME	ITEM	AMOUNT
_____	_____	_____

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.***

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.

ATTACHMENT ONE:

Required Contract Provisions for Federal-Aid Constructions Projects with DBE.

ATTACHMENT TWO:

Design-Build Scope of Services

Exhibit A	Stage 1 Plan
Exhibit B	Right-of-Way Plans
Exhibit C	Digital Auto CAD Files (including survey of existing conditions)
Exhibit D	Soil Boring Information
Exhibit E	Flood Hazard Permit
Exhibit F	Asbestos Report and Notification Forms
Exhibit G	Utility Note

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

CERTIFICATION OF NONSEGREGATED FACILITIES (CONTRACTOR)

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in this file.

Contract #: PID 106652
Contract Title: UNI TR294-0.29 Bitler Road Bridge Replacement
Name of Company: _____

Authorized Signature Date

Name and Title of Signer

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.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: 2023 Union County UNI TR294-0.29 Bitler 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: _____

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 TR294-0.29 BITLER 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 ninety (90) calendar days after the commencement of work. The date of completion of all the work shall be October 31, 2023.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

Article 4. General Terms and Conditions

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

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

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

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

CONTRACTOR:

(Typed Name of Contractor)

Signature_____

(Typed Name)

Title

Vendor

Federal Identification Number:

OWNER:

BOARD OF COUNTY COMMISSIONERS,
UNION COUNTY, OHIO

Signature_____

(Typed name) Dave Burke, County Commissioner

Signature _____

(Typed name) Dave Lawrence, County Commissioner

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.

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 _____

Revised 11/18/2022

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

1. ODOT'S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

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

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

Excluded 2019 Specifications			
Section 102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21.

"United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

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

Not all manufactured products (i.e., traffic signal heads, bridge bearing pads, pre-cast concrete items, etc.) used in the project are required to be produced in the United States.

All "construction materials" are to be manufactured in the United States - meaning that all manufacturing processes for the construction materials must have occurred in the United States.

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

- non-ferrous metals; (i.e., aluminum, copper, brass, etc.)
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

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

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

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source if the shortage is not previously established.

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

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

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

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

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

4. **PREQUALIFICATION**

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

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

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

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

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

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

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

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

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

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

agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

10. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

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

11. PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

Minority and female utilization obligations by craft per county (applicable to project):
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

Effective 11/21/2011 the New Hire Definition will be as follows:

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

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

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

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Construction Contractors Technical Assistance Guide.

https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf

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

<http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

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

<http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

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

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

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

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

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

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

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

1.) Has there been an initial decision in the matter? This can be:

- * An existing published wage determination
- * A survey underlying a wage determination
- * A Wage and Hour Division letter setting forth a position on a wage determination matter
- * A conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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

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

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

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

beta.SAM.gov

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

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

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

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

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

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form A-87 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.

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

[Click for Form A-87](#) then scroll down page to Pre-Uniform Guidance and click “Timecard Example A-87 Compliant”.

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

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

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

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

15. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

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

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

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

19. OHIO WORKERS' COMPENSATION COVERAGE

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

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if 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.

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

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

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

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

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

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

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

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

23. PN 007 – 1/31/2021- DBE TRUCKING

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations.

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

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

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

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

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

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

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

Truck Monitoring:

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

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns

and operates distribution equipment for the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

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

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

- o Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.
- o To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (manufacturer) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the manufacture of the item, as indicated by the information
 - o provided by the DBE MSV
- o To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The item must not be drop-shipped
- o The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail and trucking) NAICS codes for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the

- information provided by the DBE MSV
 - The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.
- If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and only if the following additional criteria are met:
 - The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents
 - and Brokers
 - The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.
- The usual good faith efforts process applies.
- All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

DBE TRUCKING DISCLOSURE AFFIDAVIT

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

- Prime Contractors will be required to provide a master list of all anticipated DBE trucking firms to the District Construction Monitor (DCM) at the time of the Pre-Construction Meeting.
- If no DBE trucking is anticipated on a project, the Prime will check the box “No Anticipated DBE Trucking Affidavit” on the first submittal of the Prompt Payment Spreadsheet. If DBE trucking/hauling does occur, the Prime must notify the LPA within seven (7) days of the DBE trucking activity. The Prime will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.
- Prime Contractors will be required to complete the Affidavit disclosing the DBE trucking operations when completing the new Prompt Payment Spreadsheet, the previous month. The Prime will Complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form.
 - ☐ The DBE firm performed trucking by utilizing their own equipment and workforce and/or work was subcontracted to another DBE (i.e., only trucking that can be counted for DBE participation was utilized).
 - No other information is required. The Prime will sign and submit the Affidavit.
 - ☐ The DBE firm utilized DBE & Non-DBE trucking.
 - If selected, the Prime will provide a list of non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).
 - ☐ No trucking was performed.
 - No other information is required. The Prime will sign and submit the Affidavit.

- The DCM will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet when submitted for reimbursement. The LPA and/or Compliance Managers will follow up on any red flags. For example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.
- Trucking will continue to be monitored at project sites by construction field staff and the LPAs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the DBE trucking firm that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

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

DBE AFFIRMATION FORM - The new DBE Affirmation Form is now available at
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx>.

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

1. Obtain a MyODOT account
 - a. Click [Link](#)

- b. Click “Launch MyODOT”
 - c. Click: “Click Here”
 - d. Complete Account Application under “Request an Account”
- 2. Getting GoFormz Access
 - a. Email GoFormz.Help@dot.ohio.gov put Create GoFormz Account in the subject line
 - b. Login for GoFormz will be emailed back
 - c. Click www.goformz.com

Addition guidance can be found by [Click Here](#)

24. PN 013 – 03/15/2019 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

Guidance for Bidders – Federally Funded Projects with a DBE Goal, to ensure compliance with the requirements outlined in PN 013 [Click Here](#)

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with Formstack at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. **Bidders shall submit their DBE Utilization Plans via:** https://odot.formstack.com/forms/dbe_copy. This file contains the current list of certified DBEs and is updated regularly. The DBE Utilization Plan must be filled out completely and submitted prior to bid opening.

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

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

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources> (form name is DBE Termination Form) and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. You will then need to click the link of the webpage "DBE Affirmation Form (PN 013) – Projects sold after September 1, 2018, or thereafter. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

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

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

DBE BIDDERS

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

JOINT VENTURES

In the event that the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified DBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified DBE firm that is

also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS

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

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

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

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>

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

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

ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in-person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief

Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

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

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. Once on the webpage, scroll down to the form named "DBE Termination Form (PN013)

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

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

GOOD CAUSE

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

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

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

engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary, at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

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

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. The DBE Affirmation Form, "DBE Affirmation Form (PN013) – Projects sold on September 1, 2018, or thereafter", will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected in accordance with ORC §5525.08:

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

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

1st Tier:	Letter of Reprimand
2nd Tier:	Damages equivalent to the DBE shortfall
3rd Tier:	If a pattern of paying damages persists or the Contractor has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

25. PN - 031 – 9/1/2020 – Local-let Construction Projects

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

The Department will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting must take place through a web-based submission

on GoFormz. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The Prime Contractor must report the following information:

- 1.) The name of the payee
- 2.) The dollar amount of the payment to the payee
- 3.) The date the payee was paid
- 4.) The amount of retainage withheld (if any).

The Prime Contractor must sign each reported payment and submit to ODOT via the GoFormz website.

If the Prime Contractor fails to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant, and invoices will not be processed for payment.

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

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

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

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

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

26. WAIVER OF CM&S 614.03

ODOT's 2019 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

27. ODOT AS OBLIGEE ON BOND

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

28. NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

29. PN 095 – 03/30/2020 Potential Impacts and Delays Due to COVID-19

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state, and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home>

Contractor is on notice that the Project is considered essential, and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay-at-Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay-at-Home Order.

Impacts to the Project generated by the Stay-at-Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should include any impacts they foresee or should have reasonably foreseen due to the Stay-at-Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

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

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised May 2012 and located here) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

1st Tier: Letter of Reprimand

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

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

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

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

31. **PN 032 – 01/31/2021 – C92s Required on - Local-let Construction Projects**

State and Federal law requires that all contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021, will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found and submit via the GoFormz website located at www.goformz.com.

32. **REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – July 5, 2022) (SEE NEXT PAGE)**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed, or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

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

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

1/24/2023

Union County Engineer

DESIGN BUILD

SCOPE OF SERVICES

County: Union Route: TR 294 Section: 0.29

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1. PROJECT IDENTIFICATION

County: Union Route: TR 294 Section: 0.29

Local Route Name: Bitler Road

Highway Functional Classification & Federal Aid System: Local

Structure Identification : Bridge Number: TR294-0.29 Over: Bokes Creek

Structure File Number: 8036830

1.1 Design Designation:

Location: TR294

Current ADT (2017): 181

Design Year ADT (2043): 302

Design Hourly Volume: 30

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.

Location: Union County Commissioner's Hearing Room

233 West Sixth Street

Marysville, OH 43040

Date : March 10, 2023

Time : 10:00 AM

3 ADDENDA PROCESS

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

Name : Josh Holtschulte

E-mail : 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 2 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. 22+50.00 To Sta. 29+25.00

Project Length : 675.00 feet

Work Limits : From Sta. 22+50.00 To Sta. 29+25.00

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-TR294-0.29 Bitler Road over Bokes Creek

Completion date : October 31, 2023

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

- 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.

This structure was inspected for asbestos in May 2021. The inspection was performed in advance for the purposes of demolition. No suspect material was found. The inspection report is included in Exhibit E of this Scope of Services document.

The contractor shall complete the "*Ohio Environmental Protection Agency notification of demolition and renovation*" form and submit to the OEPA 10 days prior to demolition or renovation activities. This coordination shall be included in Item 202 Special-Removal, Misc.

10 ENVIRONMENTAL

10.1 Environmental Clearance Type and Date:

Environmental Document Level: C2 Approved 1/22/2022

10.2 Project Specific Commitments:

- 1) The project is located within the known habitat ranges of the federally listed and protected Indiana Bat and Northern Long-Eared Bat. No trees shall be removed under this project from April 1 through September 30. All necessary tree removal shall occur from October 1 through March 31. This requirement is necessary to avoid and minimize impacts to these species as required by the endangered species act. For the purposes of this note, a tree is defined as a live, dying, or dead woody plant, with a trunk three inches or greater in diameter at a height of 4.5 feet above the ground surface, and with a minimum height of 13 feet. 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.
- 2) No in-stream work will be permitted from April 15 to June 30.

10.3 Waterway Permits:

Nationwide Permit Number 3 from the Army Corps of Engineers was obtained on February 23, 2022 and is on file at the Union County Engineer's Office. 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.

10.4 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.

10.5 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.

10.6 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 October 6, 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:

Union Rural Electric
15461 US Route 36
Marysville, OH 43040
800-642-1826

CenturyLink
www.centurylink.com
1-800-366-8201 or
937-599-9285

- 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: SR 47, SR 31. 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 294 (Bitler Road) with SR 47 and TR 294 (Bitler Road) with SR 31. 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. Approach pavement shall be full depth over the entire project limits. Safety edge shall be used on all paving. Proposal Note 555 (smoothness measurements) will not be required.

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-2 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 (947.85).
3. The minimum water opening as provided by substructure and span configuration options.

15.2 Existing Structures Identification:

Structure File No. 8036829

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: 95' +/-

Width o/o 16'-0" +/-

Type: steel pony truss Spans = 1

Date Built: 1913

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-1-99) 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 two (2) spans. Each span shall be 60 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 120 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 1000.1.
- Abutments shall be constructed of reinforced concrete.
- Piers shall be constructed of reinforced concrete and shall be capped column, solid wall, or cantilever (tee) solid panel type.
- Abutments and piers shall be founded on drilled concrete shafts.
- Existing footing thickness and location is not known.
- Superstructure shall be constructed of concrete, pre-stressed concrete or steel. Superstructure shall be simple or continuous spans. Superstructure shall be composite box beams or concrete deck on steel.
- Non-composite box beams and spread box beams are not permitted.
- 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.
- Rock Channel Protection Type B shall be provided at a depth of 2' at the bridge opening.
- The contractor shall remove and dispose of existing structures. 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. Striping shall be centerline only, no edgeline. Centerline markings shall be double solid.

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 confirm 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

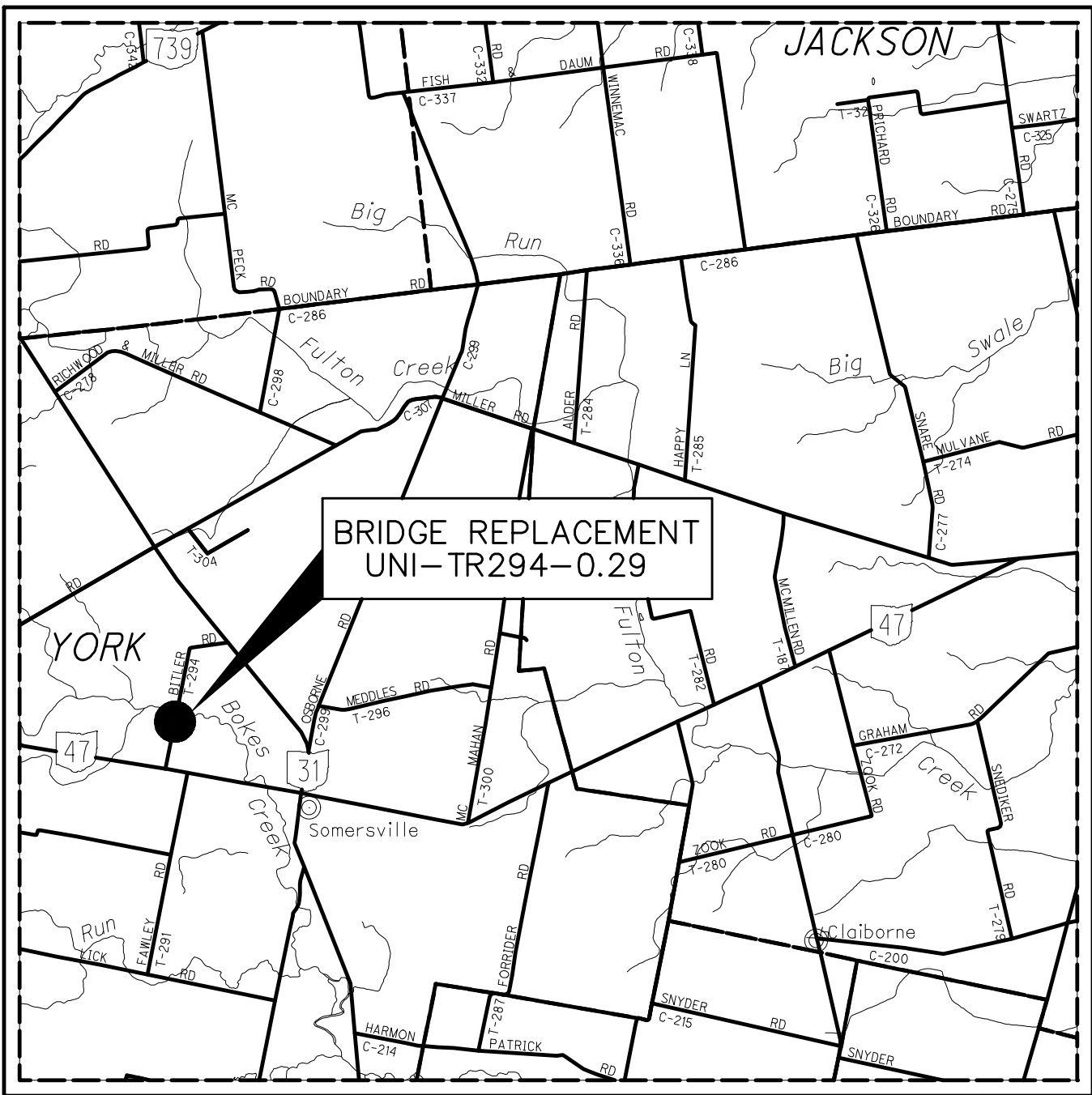
parapets, pouring or slip forming parapets, provision of membranes, provision of wearing surfaces, curing, repair, form removal, cleaning, etc.)

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 Right-of-Way Plans
- Exhibit C Digital AutoCAD Files (including survey of existing conditions)
 available for download at
 <https://www.unioncountyohio.gov/bid-info>
- Exhibit D Soil Boring Information
- Exhibit E Flood Hazard Permit
- Exhibit F Asbestos Inspection Report
- Exhibit G Utility Note

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LOCATION MAP

LATITUDE: 40° 24' 28" LONGITUDE: 83° 25' 39"



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

DESIGN DESIGNATION

CURRENT ADT (2017)	-----	181
DESIGN YEAR ADT (2036)	-----	
DESIGN HOURLY VOLUME (2036)	-----	
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

PLAN PREPARED BY:



ENGINEERS SEAL:

SIGNED: _____
DATE: _____

STRUCTURAL SEAL:

SIGNED: _____
DATE: _____

UNION COUNTY ENGINEER'S OFFICE

UNI-TR294-0.29

YORK TOWNSHIP

UNION COUNTY

INDEX OF SHEETS:

TITLE SHEET	1
SCHEMATIC PLAN	2
TYPICAL SECTION	3
PLAN AND PROFILE	4-5
CROSS SECTIONS	6-10
BRIDGE SITE PLAN	11

PROJECT DESCRIPTION

IMPROVEMENT OF TR294 (BITLER 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 BOKES CREEK. THE PROPOSED STRUCTURE WILL BE EITHER A TWO SPAN COMPOSITE PRESTRESSED CONCRETE BOXBEAM OR TWO SPAN COMPOSITE 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: _____ ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA: _____ ACRES
NOTICE OF INTENT EARTH DISTURBED AREA: N/A ACRES

2019 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.

STAGE 1 SUBMITTAL
11/9/2021
NOT FOR CONSTRUCTION



OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS						SUPPLEMENTAL SPECIFICATIONS	SPECIAL PROVISIONS
BP-3.1	1-17-20		MT-101.60	1-17-20		800 10-15-21	
DM-4.4	1-15-16		PSBD-2-07	7-20-18		832 10-19-18	
DS-1-92	7-18-03		TST-1-99	1-15-21			
MGS-1.1	7-16-21						
MGS-2.1	1-19-18						
MGS-3.1	1-19-18						
MGS-4.1	1-20-17						
MGS-4.2	7-19-13						
MGS-6.1	1-19-18						

FEDERAL PROJECT NO.
E191(770)

PID NO.
106652

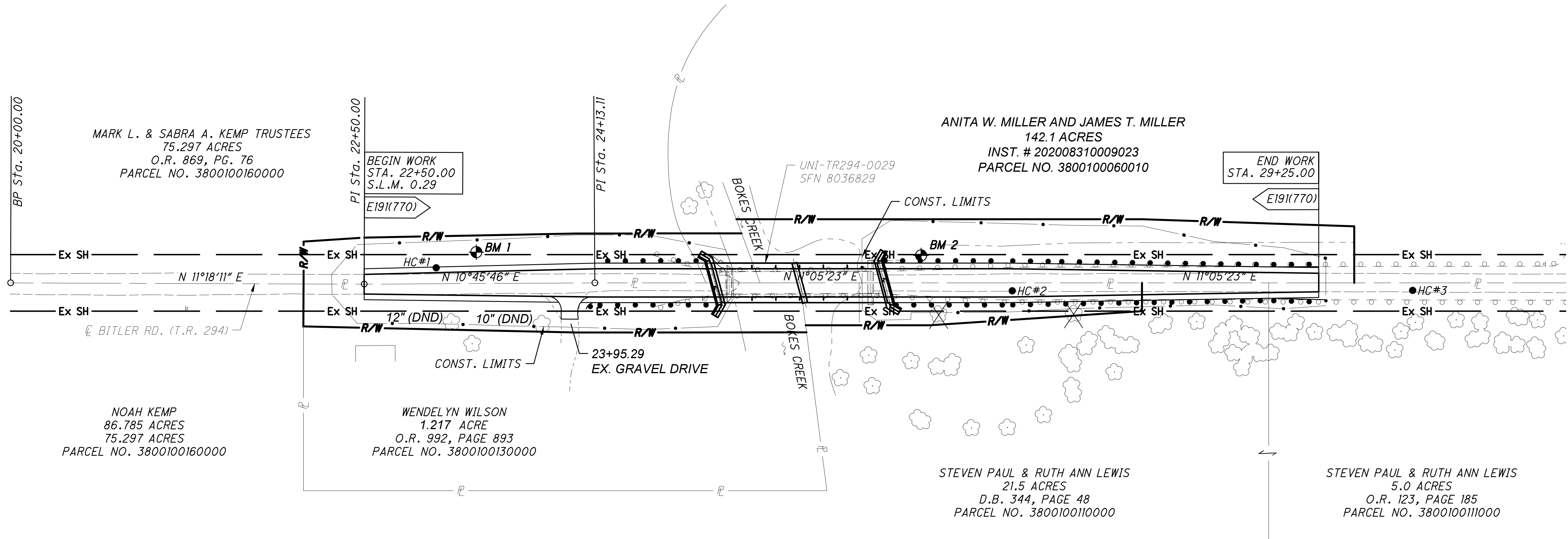
CONSTRUCTION PROJECT NO.

RAILROAD INVOLVEMENT
NONE

UNI-TR294-0.29

1
11

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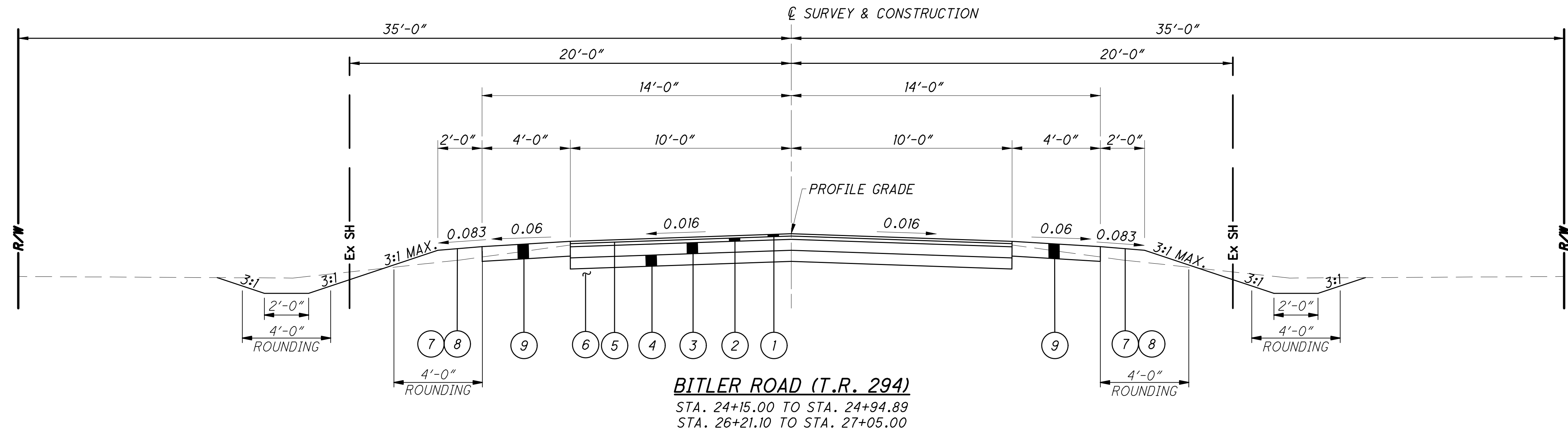


BASIS OF STATIONING
EX. R/W AND HORIZONTAL ALIGNMENT PROVIDED BY UNION COUNTY ENGINEER'S OFFICE.

HORIZONTAL CONTROL POINTS			
ID.	NORTHING	EASTING	DESCRIPTION
1	271188.9786	1710133.5635	IPS
2	271585.8550	1710227.9761	MNS
3	271863.6855	1710282.3447	MNS

BENCHMARKS		
BENCHMARK	ELEVATION	DESCRIPTION
BM 1	1013.34	
BM 2	999.06	

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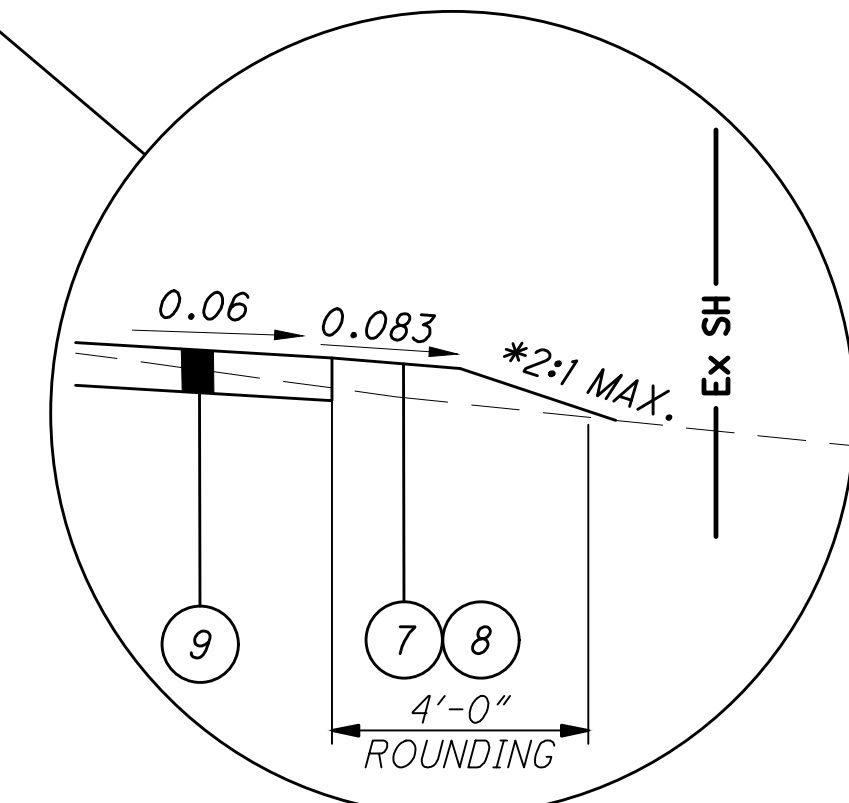
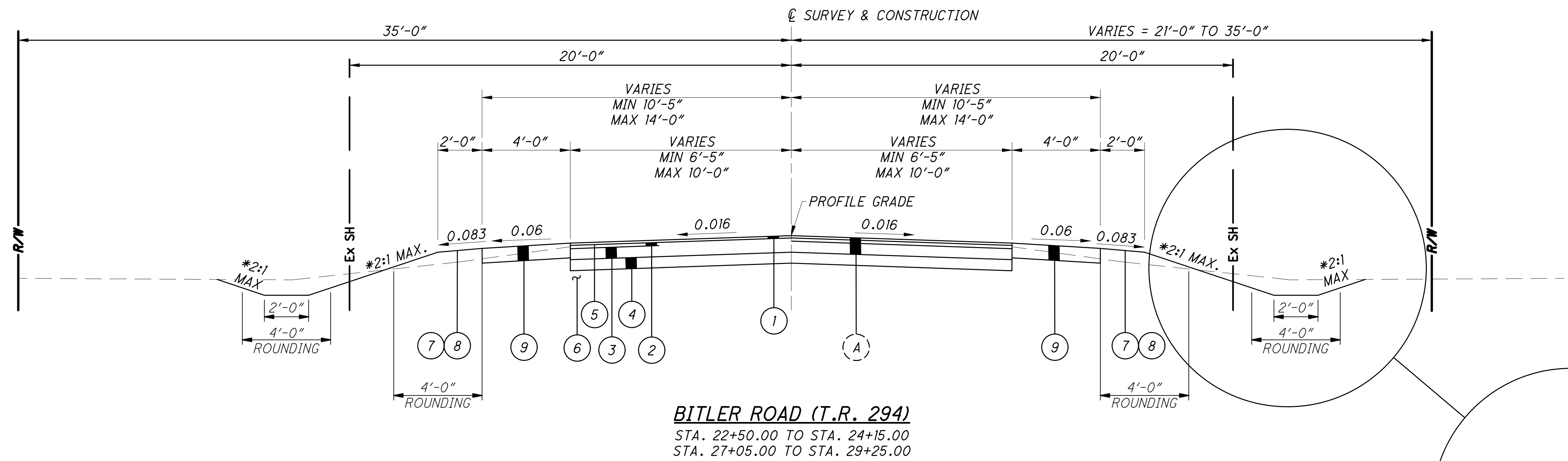


LEGEND:

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

(A) EX. PAVEMENT

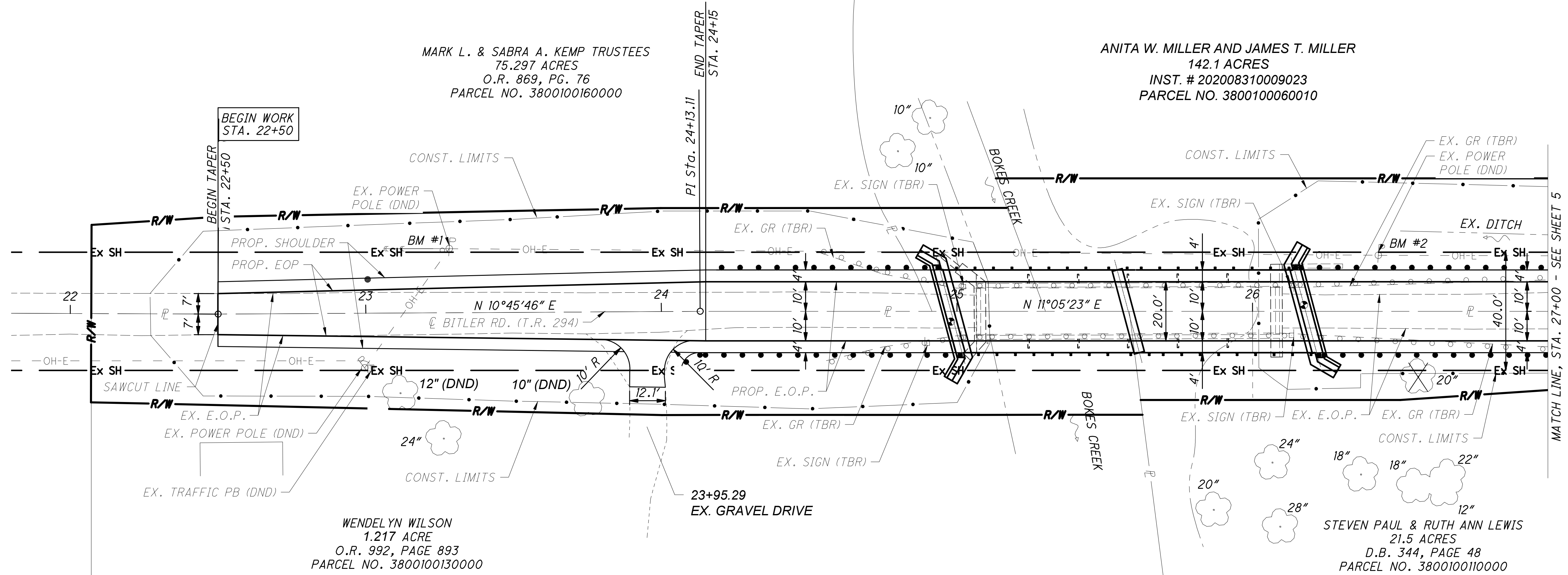
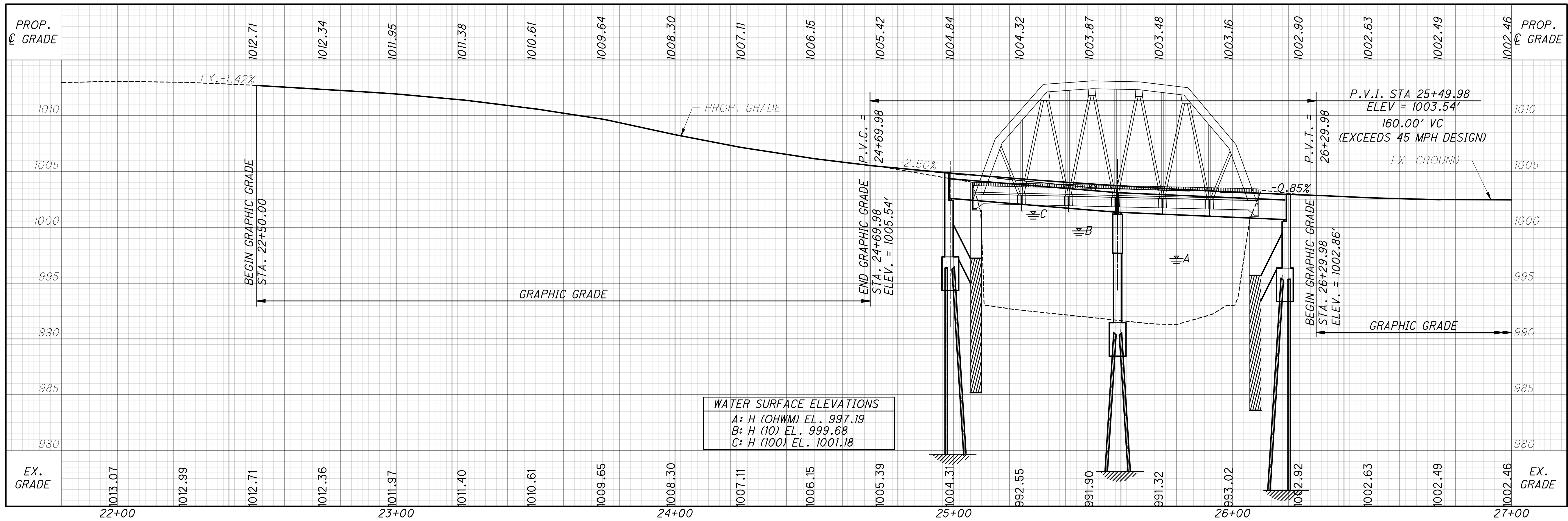
* - SEE CROSS SECTIONS



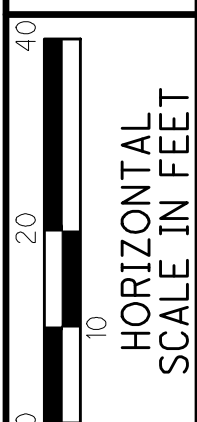
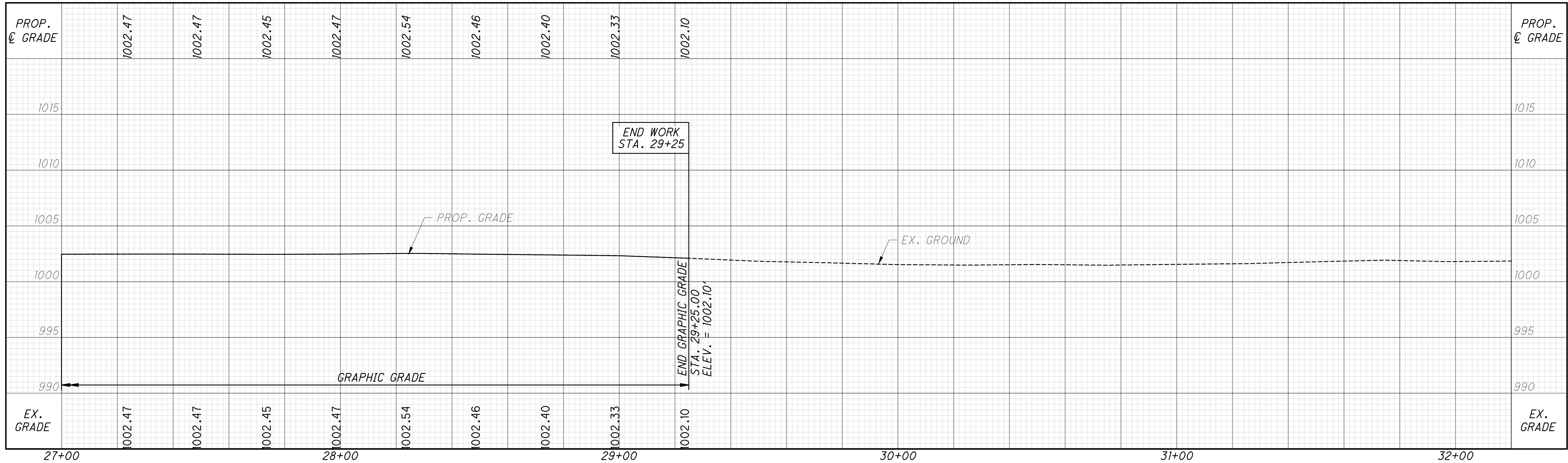
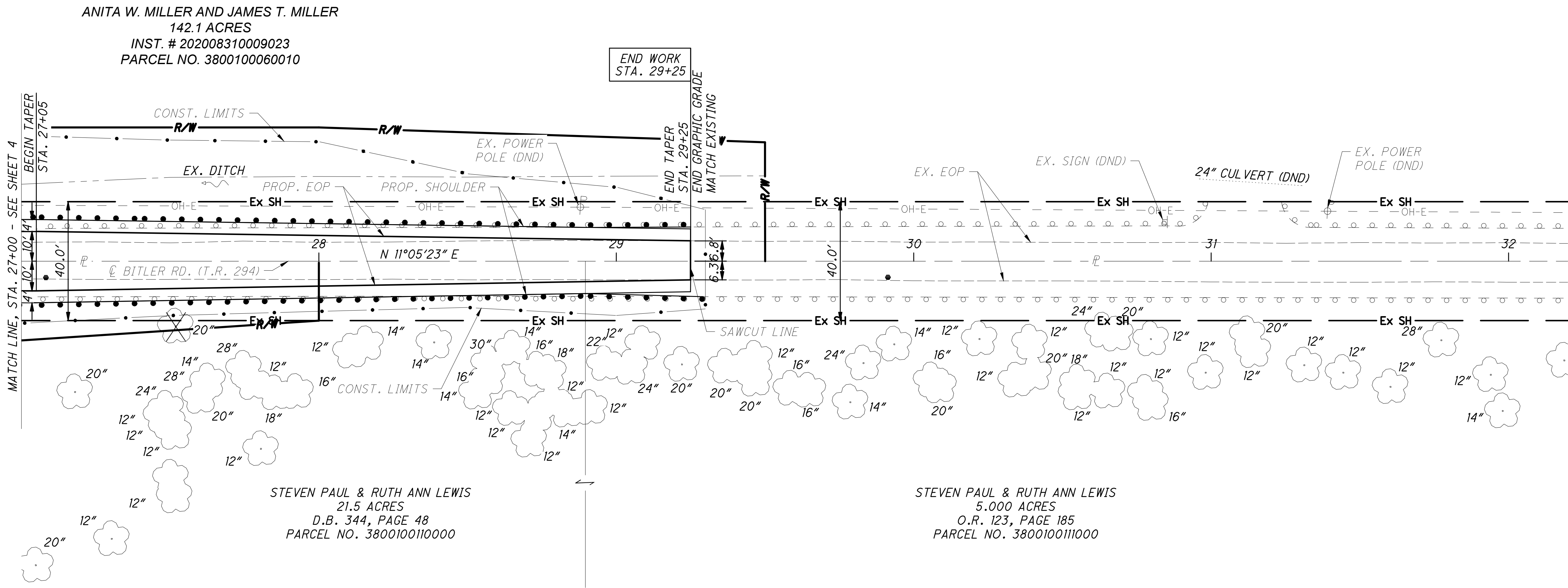
TYPICAL SECTION

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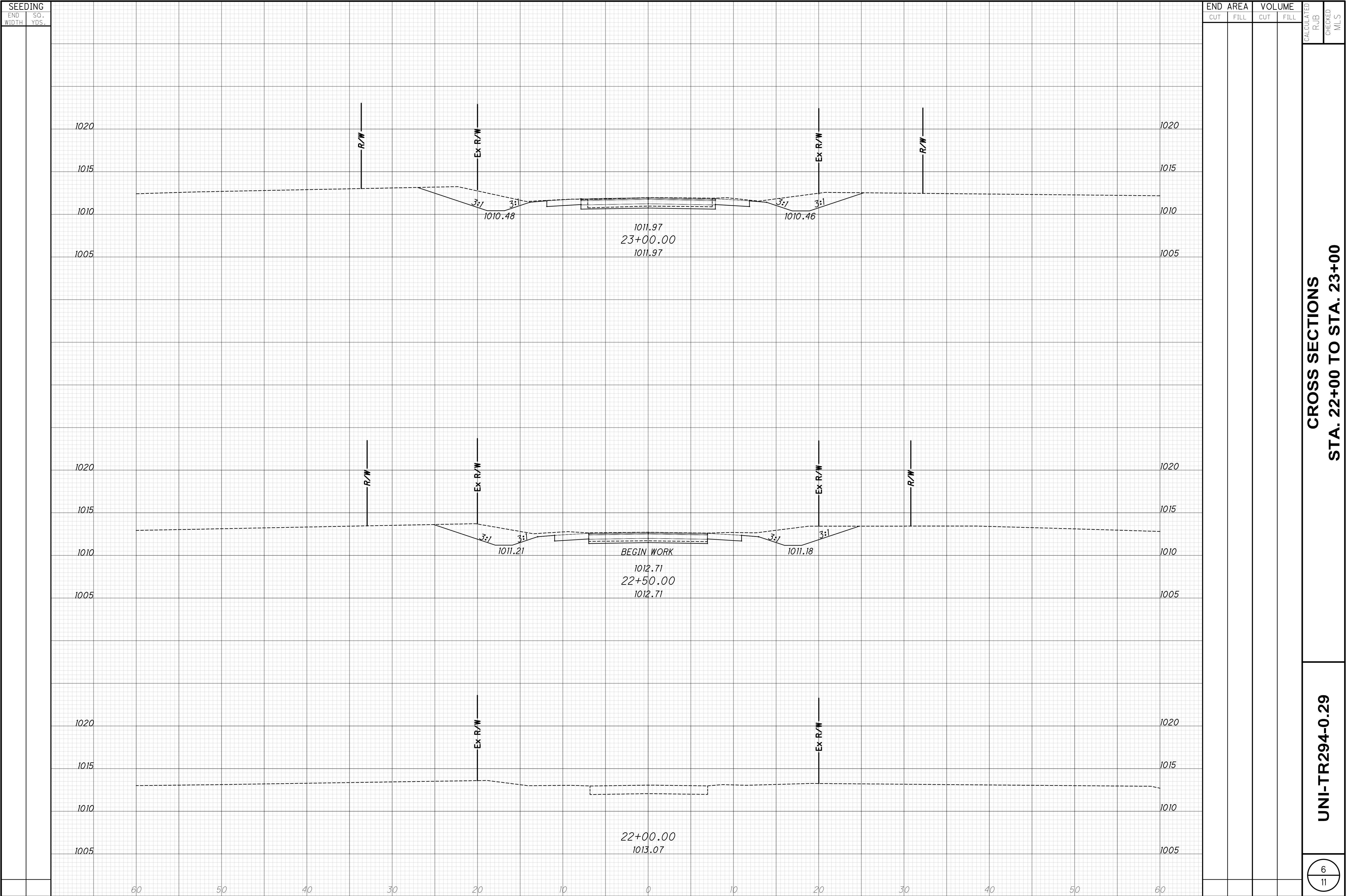


CALCULATED
RJB
CHECKED
MLS

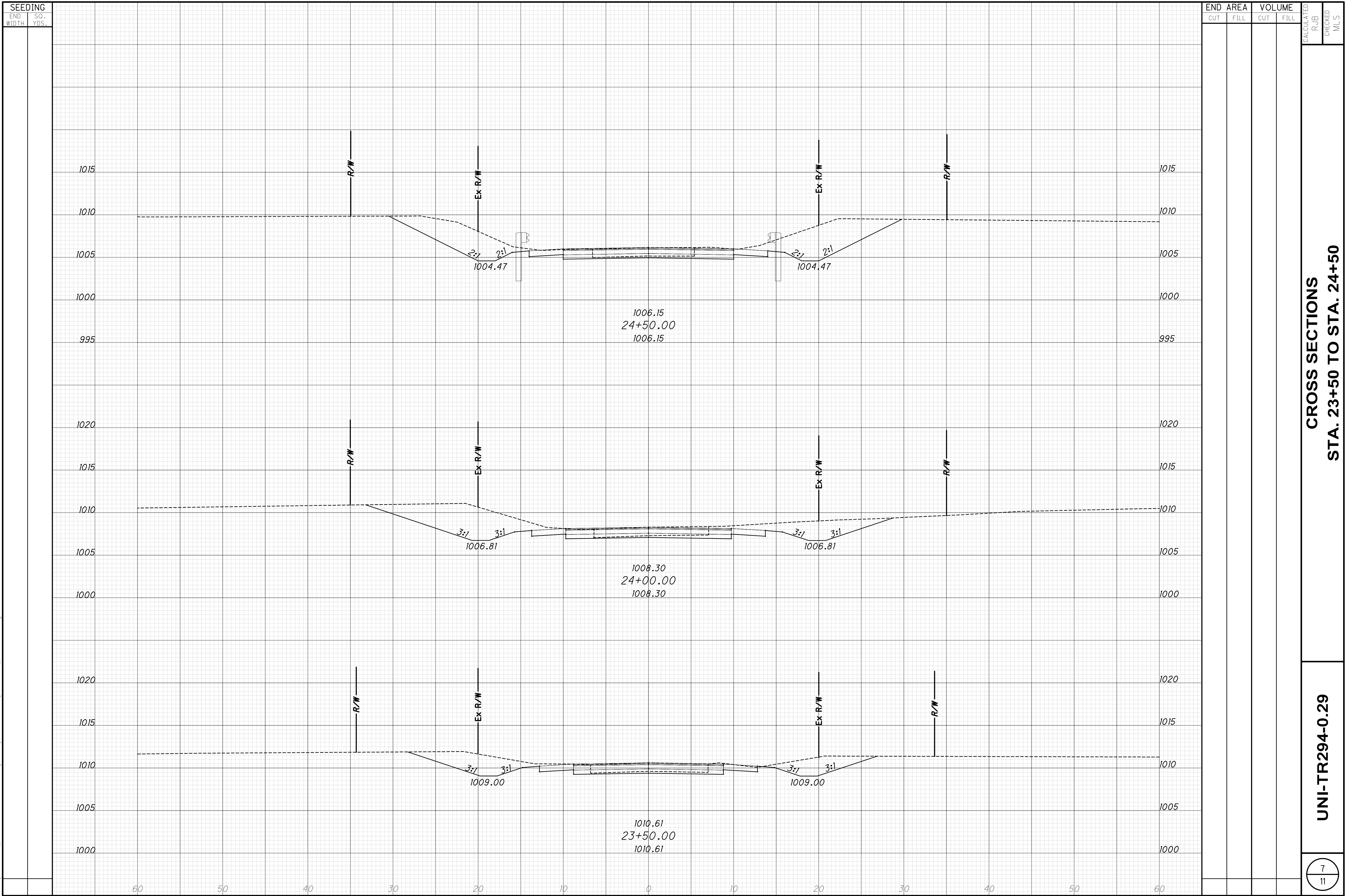
PLAN AND PROFILE - BITLER ROAD (T.R. 294)
STA. 27+00 TO STA. 32+00

UNI-TR294-0.29

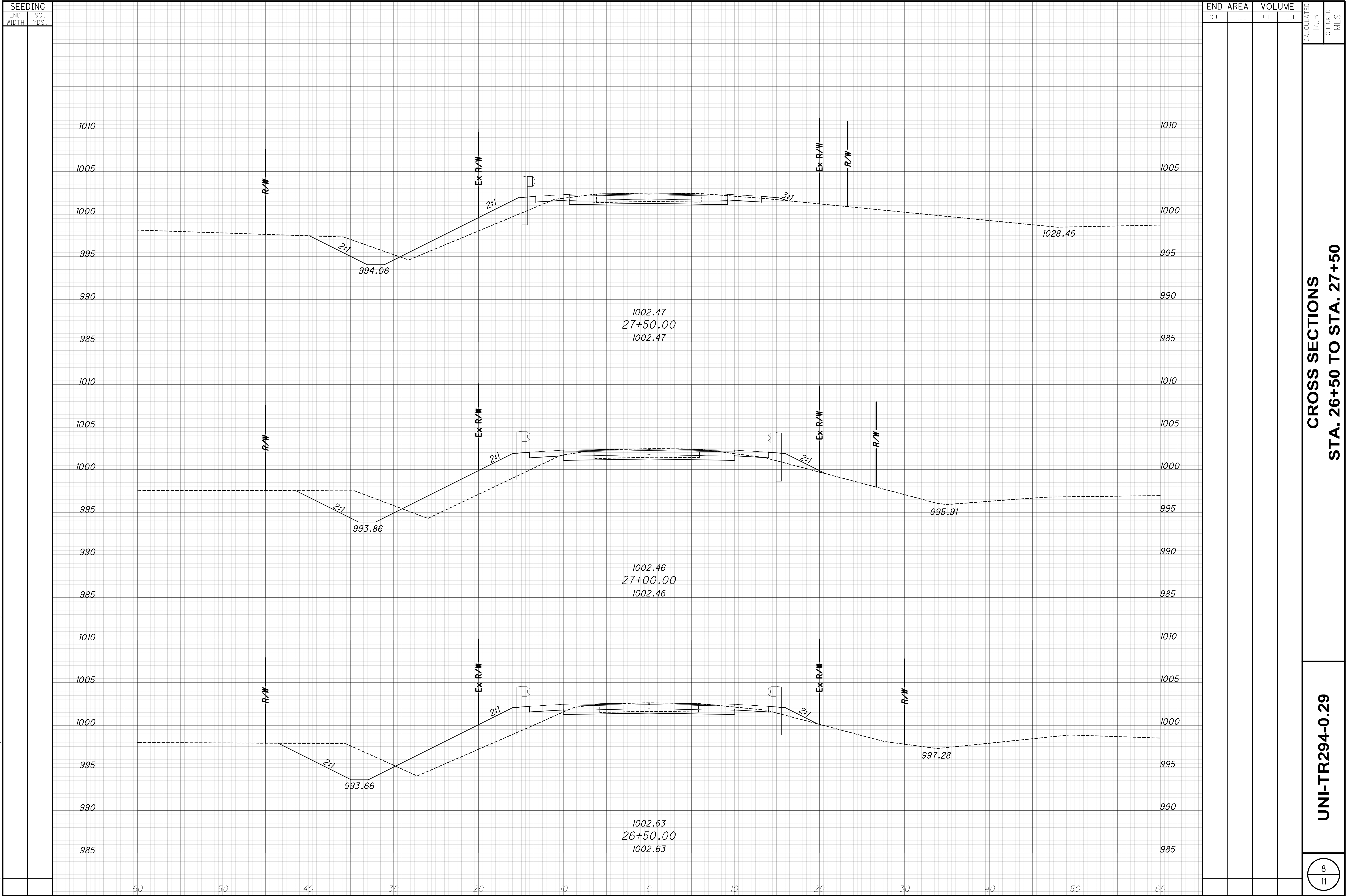
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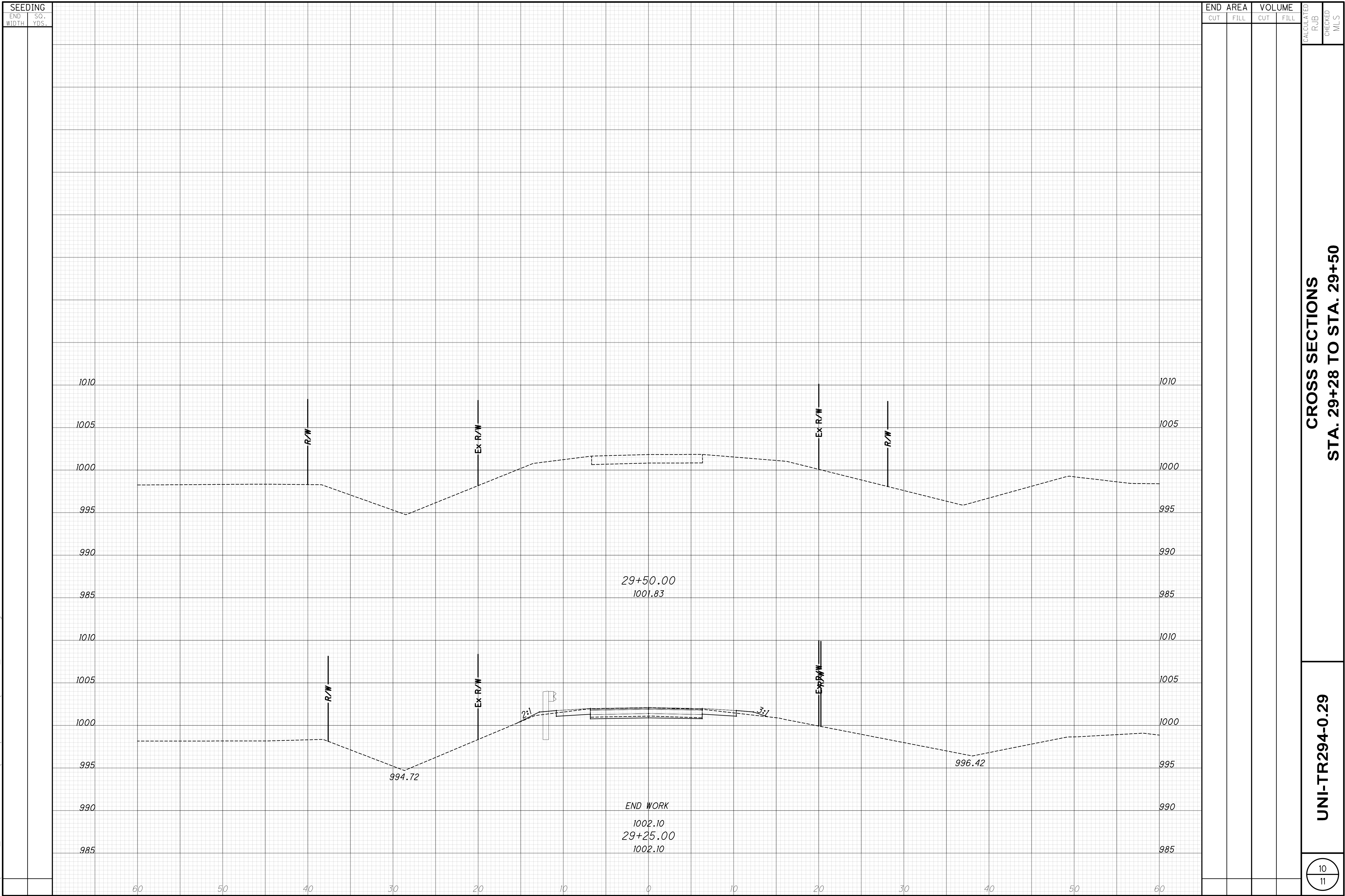


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CENTERLINE PLAT
UNI-TR294-0.29
YORK TOWNSHIP
UNION COUNTY, OHIO
VMS 3237



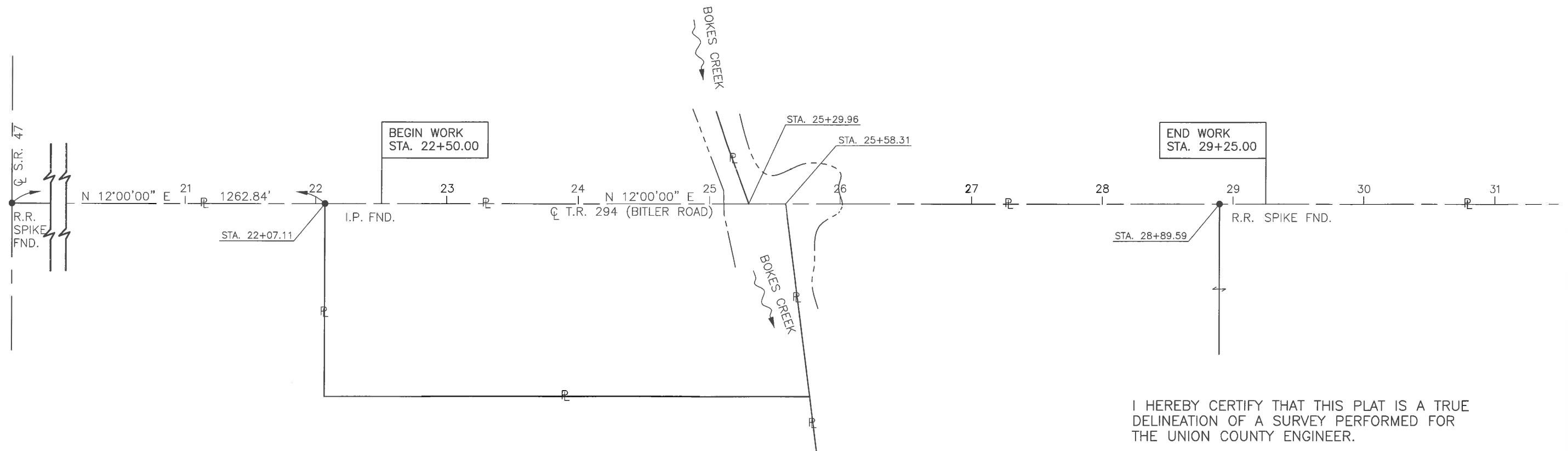
FEDERAL
PROJECT NO.
E191770

PID NO.
106652

CENTERLINE PLAT

UNI-TR294-0.29

1/5



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE
DELINEATION OF A SURVEY PERFORMED FOR
THE UNION COUNTY ENGINEER.

THE ESTABLISHMENT OF THE PROPERTY LINES
AND EXISTING RIGHT OF WAY LINES SHOWN ON
THIS PLAT AS OF THIS DATE WAS PERFORMED
BY ME OR UNDER MY SUPERVISION.

JEFFREY A. STAUCH P.S.# 7823 DATE _____

RECEIVED _____, 20 ____

RECORDED _____, 20 ____

PLAT BOOK _____ PAGES _____

SIGNED _____ UNION COUNTY, OHIO

RECORDER

BASIS OF BEARING

N12°00'00"E AS SHOWN BASED
UPON UNION COUNTY SURVEY
VOL. 8 PG. 452

PLACEMENT OF MONUMENTS SHALL BE
UNDER THE DIRECTION OF A SURVEYOR
REGISTERED IN THE STATE OF OHIO.

A CHANGE OR ALTERATION TO THE
LOCATION OF ANY MONUMENT SHOWN ON
THIS PLAT REQUIRES PRIOR APPROVAL OF
THE UNION COUNTY ENGINEER.

PROPERTY MAP UNI-TR294-0.29 YORK TOWNSHIP UNION COUNTY, OHIO VMS 3237

UNDERGROUND UTILITIES

THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SECTION 153.64 O.R.C.

UTILITY	UTILITY OWNER
ELECTRIC	UNION RURAL ELECTRIC 15461 US ROUTE 36 MARYSVILLE, OH 43040 TEL: 800-642-1826
TELEPHONE	CENTURY LINK 127 NORTH MAIN STREET BELLEFONTAINE, OH 43311 TEL: 937-599-9285

- 1 NOAH A. KEMP, TRUSTEE OF THE NOAH A. KEMP FAMILY TRUST DATED AUGUST 23, 2012, AS AMENDED INST NO 202107090009179 86.785 ACRES AUDITOR'S TAX # 38-0010014.0010
- 2 MARK L. KEMP, TRUSTEE OF THE MARK L. KEMP FAMILY TRUST DATED APRIL 15, 2010, AN UNDIVIDED ONE HALF INTEREST, AND TO SABRA A. KEMP, TRUSTEE OF THE SABRA A. KEMP FAMILLY TRUST DATED APRIL 15, 2010, AN UNDIVIDED ONE HALF INTEREST OR 869 PG 76 75.297 ACRES AUDITOR'S TAX # 38-0010016.0000

- 3 WENDELYN N. WILSON OR 992 PG 893 1.217 ACRES AUDITOR'S TAX # 38-0010013.0000
- 4 ANITA W. MILLER AND JAMES T. MILLER INST NO. 202008310009023 142.100 ACRES AUDITOR'S TAX # 38-0010006.0010
- 5 STEVEN PAUL LEWIS AND RUTH ANN LEWIS DB 344 PG 48 21.50 ACRES AUDITOR'S TAX # 38-0010011.0000 OR 123 PG 185 5.000 ACRES AUDITOR'S TAX # 38-0010011.1000



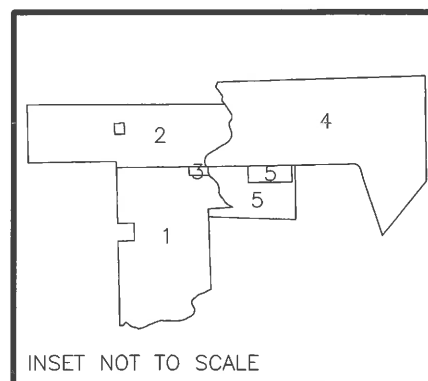
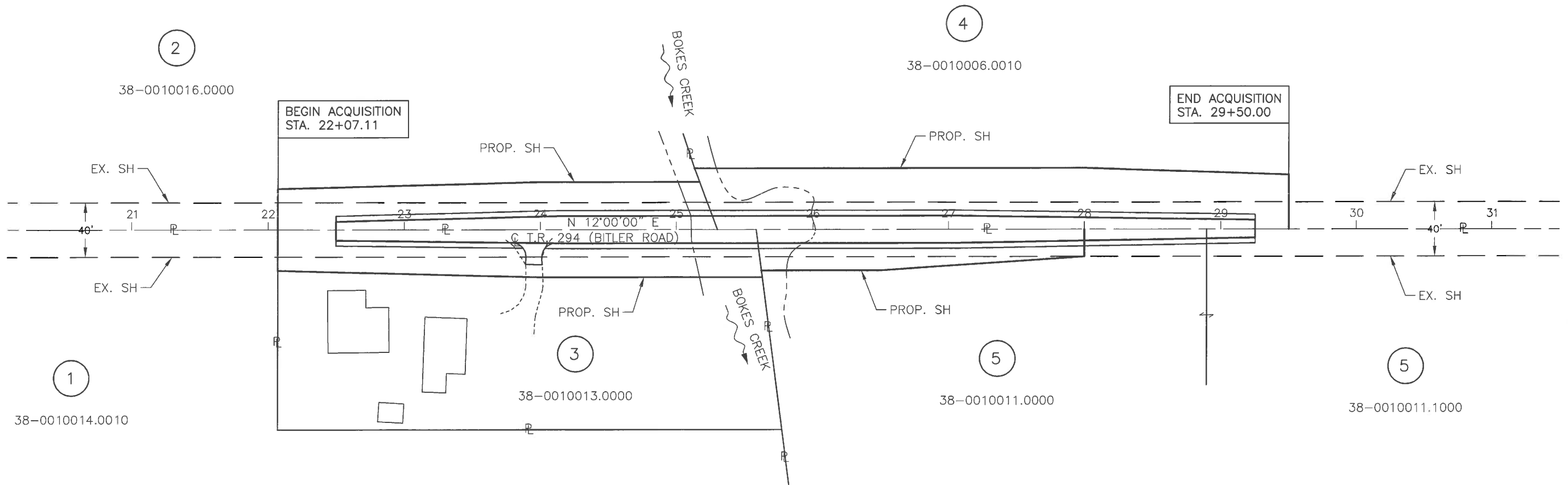
FEDERAL PROJECT NO. E191770

PID NO. 106652

PROPERTY MAP

UNI-TR294-0.29

2/5



BASIS OF BEARING

N12°00'00"E AS SHOWN BASED UPON UNION COUNTY SURVEY VOL. 8 PG. 452

DATE	DESCRIPTION	REV. BY

Completion Date:

4 TOTAL NUMBER OF PARCELS

FEDERAL PROJECT No. E 191(770)
P.I.D. No. 106652
LPA AGREEMENT NO. 36965

FEDERAL
PROJECT NO.
E191770

FID NO.
106652

STATE JOB NO. 468146

SUMMARY OF ADDITIONAL R/W

UNI-TR294-0.29

3 / 5



NET RESIDUE = RECORD AREA - TOTAL PRO - NET TAKE ALL AREAS IN ACRES

RIGHT OF WAY PLAN UNI-TR294-0.29 YORK TOWNSHIP UNION COUNTY, OHIO VMS 3237



PID NO.
106652

STATE JOB NO.
468146

RIGHT OF WAY PLAN
STA. 21+50 TO STA. 26+50

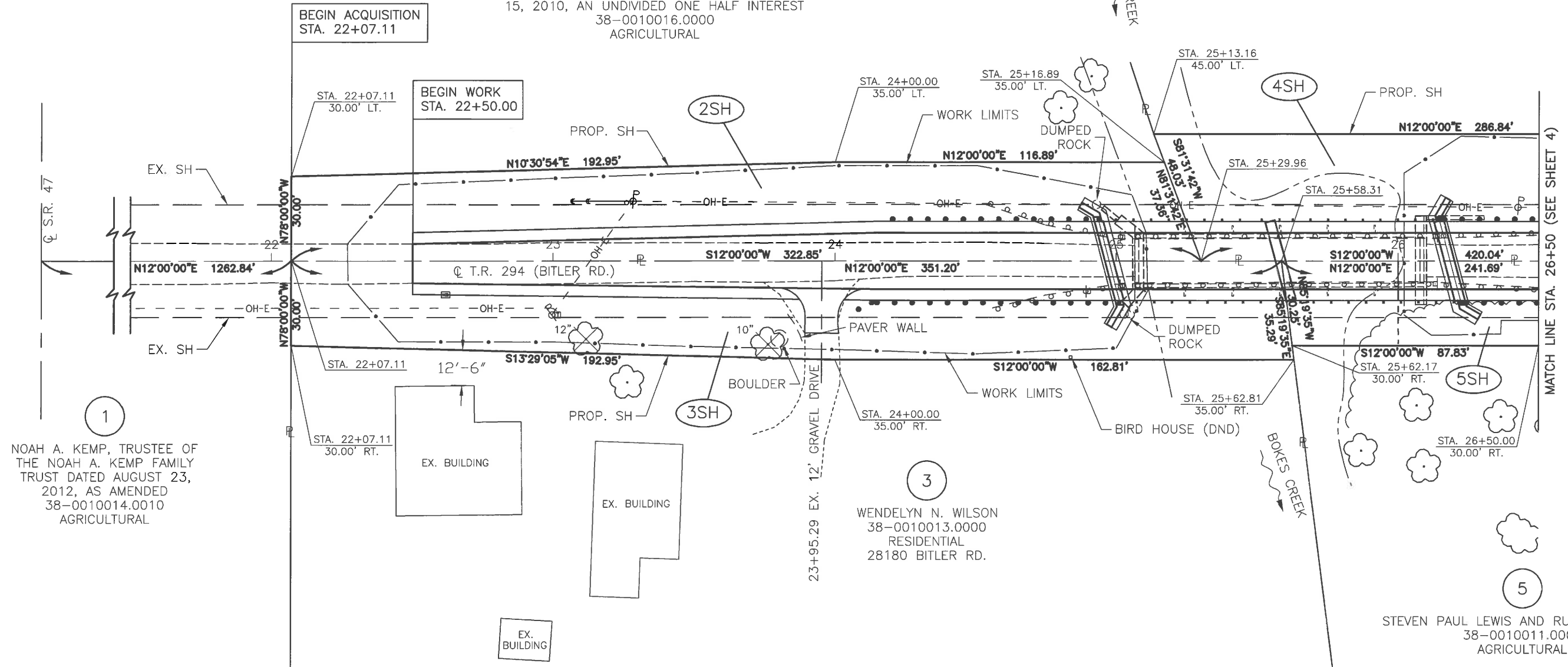
UNI-TR294-0.29

4/5

X
X

2
MARK L. KEMP, TRUSTEE OF THE MARK L. KEMP
FAMILY TRUST DATED APRIL 15, 2010, AN UNDIVIDED
ONE HALF INTEREST, AND TO SABRA A. KEMP, TRUSTEE
OF THE SABRA A. KEMP FAMILLY TRUST DATED APRIL
15, 2010, AN UNDIVIDED ONE HALF INTEREST
38-0010016.0000
AGRICULTURAL

4
ANITA W. MILLER AND JAMES T. MILLER
38-0010006.0010
AGRICULTURAL



BASIS OF BEARING
N12°00'00"E AS SHOWN BASED
UPON UNION COUNTY SURVEY
VOL. 8 PG. 452

DATE	DESCRIPTION	REV. BY
Completion Date:		

RIGHT OF WAY PLAN UNI-TR294-0.29 YORK TOWNSHIP UNION COUNTY, OHIO VMS 3237



PID NO.
106652

STATE JOB NO.
468146

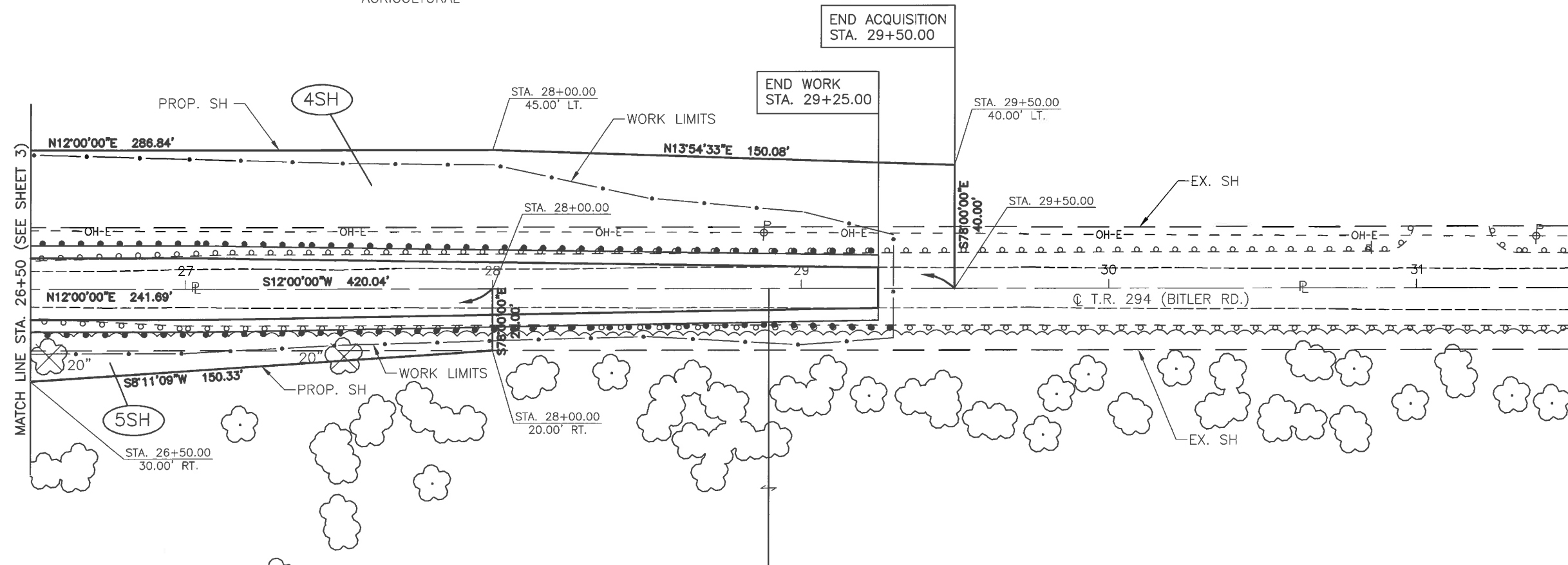
RIGHT OF WAY PLAN
STA. 26+50 TO STA. 31+50

UNI-TR294-0.29

5/5

X
X

4
ANITA W. MILLER AND JAMES T. MILLER
38-0010006.0010
AGRICULTURAL



5
STEVEN PAUL LEWIS AND RUTH ANN LEWIS
38-0010011.0000
AGRICULTURAL

5
STEVEN PAUL LEWIS AND RUTH ANN LEWIS
38-0010011.1000
RESIDENTIAL
28348 BITLER RD.

BASIS OF BEARING
N12°00'00"E AS SHOWN BASED
UPON UNION COUNTY SURVEY
VOL. 8 PG. 452

DATE	DESCRIPTION	REV. BY
Completion Date:		

October 29, 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-TR294-0.29 Bridge Replacement
Union County, Ohio
CTL Project No. 19050122COL

Dear Mr. Rotar:

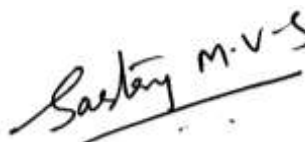
CTL Engineering, Inc. has completed the test borings and laboratory testing for the above referenced project.

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.

NON-COHESIVE SOIL DESCRIPTION

CORRECTED PENETRATION VALUES BLOWS PER FOOT (BPF)

Very Loose.....	0 – 4
Loose.....	5 – 10
Medium Dense.....	11- 30
Dense.....	31 – 50
Very Dense.....	Over 50

COHESIVE SOIL DESCRIPTION

CORRECTED PENETRATION VALUES BLOWS PER FOOT (BPF)

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.

NON-COHESIVE SOIL DESCRIPTION

MOISTURE TERMS

COHESIVE SOIL DESCRIPTION

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



PID: _____	SFN: _____	PROJECT: _____	UNI-TR294-0.29	STATION / OFFSET: _____	START: 10/14/19	END: 10/14/19	PG 2 OF 2	B-002-0-19
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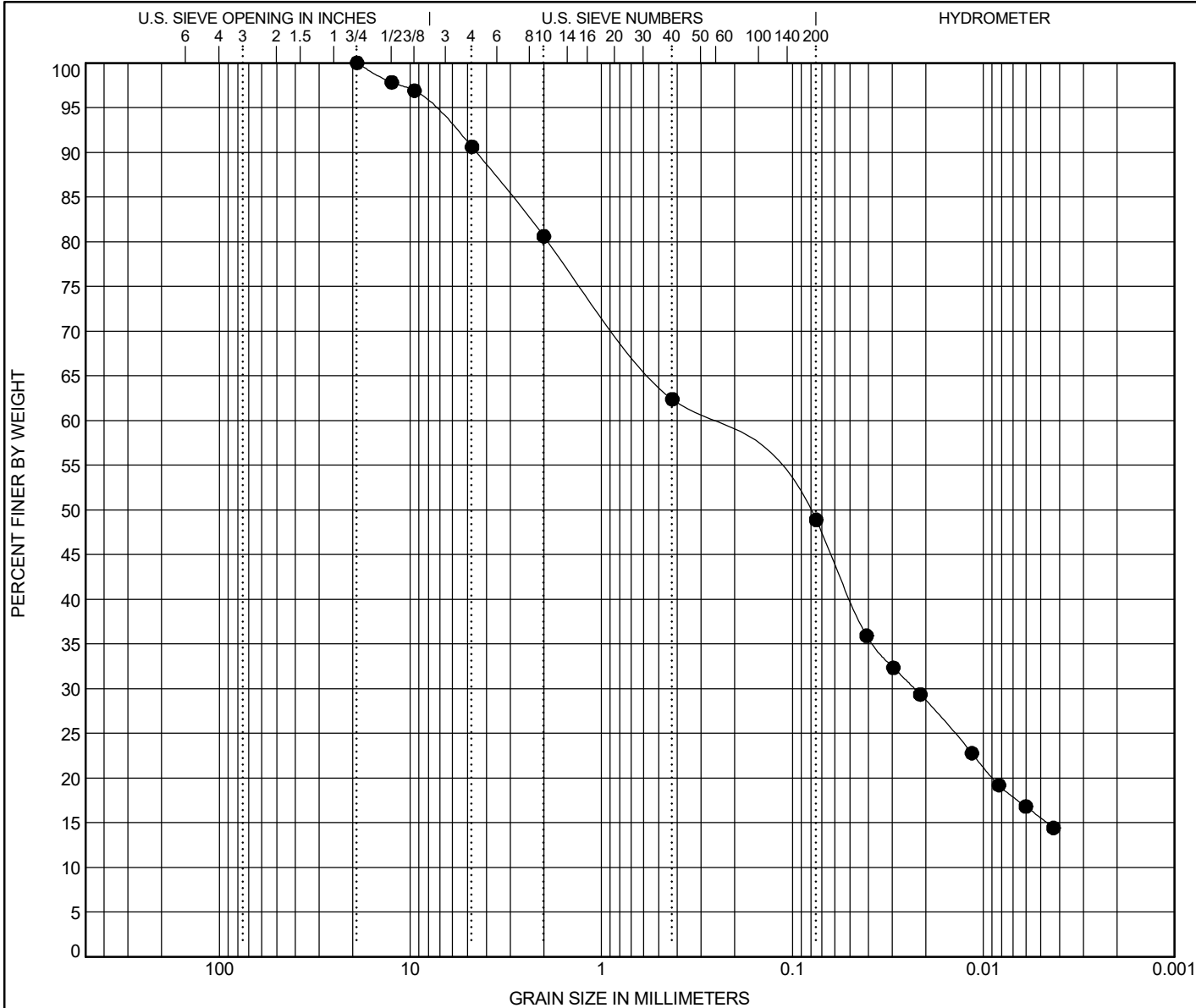
NOTES: CAVED AT 20.1'

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

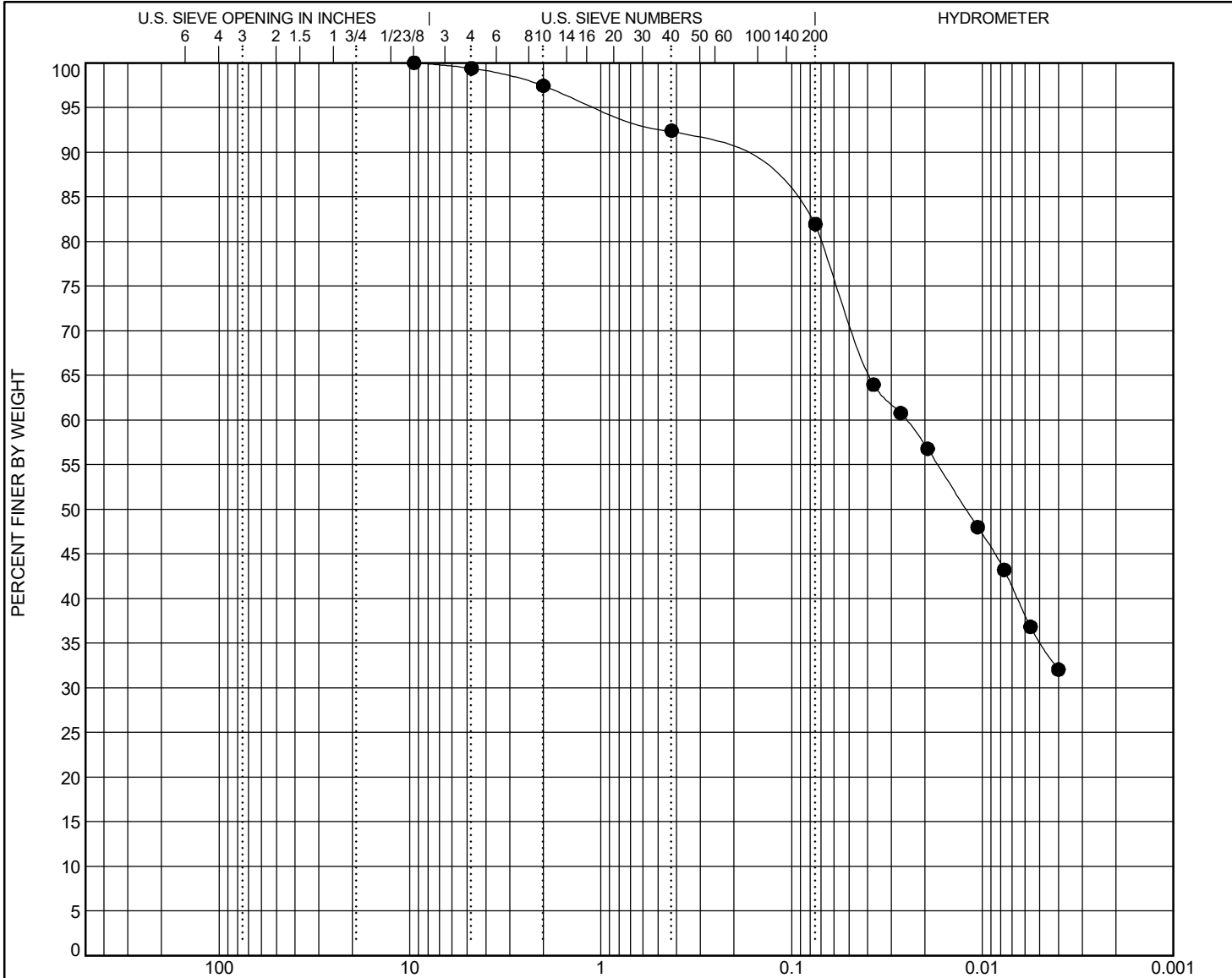
LABORATORY TEST RESULTS



CTL GRADATION - 2014 ODOT.GDT - 10/28/19 22:05 - J:\DEPT519 PROJECTS\19050122COL-UNION CO ENG-UNI-TR294-0.29\REPORTS\LOGS\19050122COL.GPJ



CTL GRADATION - 2014 ODOT.GDT - 10/28/19 22:05 - J:\DEPT519 PROJECTS\19050122COL-UNION CO ENG-UNI-TR294-0.29\REPORTS\LOGS\19050122COL.GPJ



COBBLES	GRAVEL		SAND		SILT OR CLAY
	coarse	fine	coarse	fine	

Specimen Identification	Depth	Classification					MC	LL	PL	PI	Cc	Cu
B-001-0-19	6.0	A-6a(9)					17	29	17	12		

Specimen Identification	Depth	D100	D60	D50	D30	D10	%Gravel	%Coarse Sand	%Fine Sand	%Silt	%Clay
B-001-0-19	6.0	9.5	0.025	0.012			3	5	10	47	35

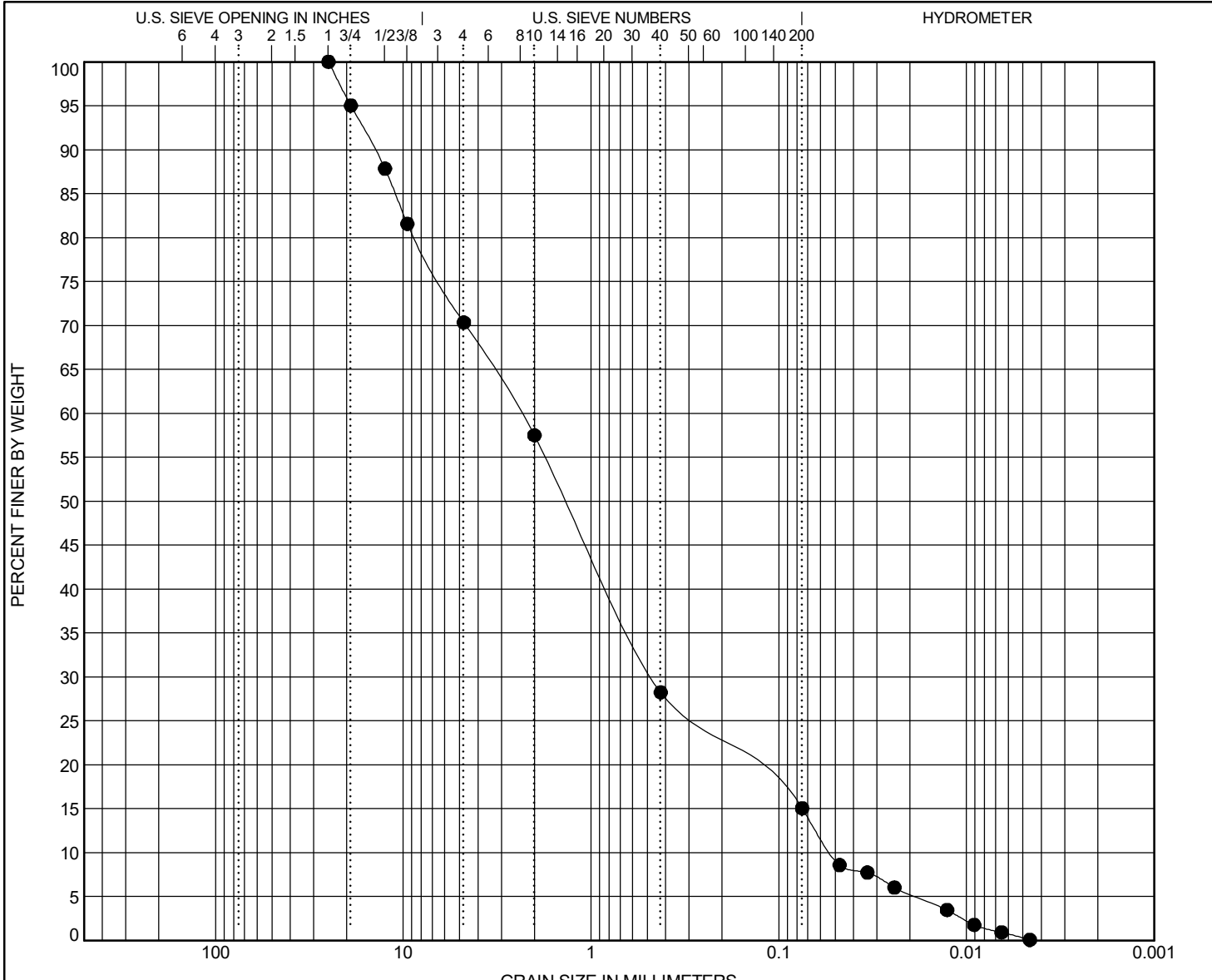


CTL Engineering, Inc.
2860 Fisher Road
Columbus, Ohio 43204
Telephone: 614-276-8123
Fax: 614-276-6377

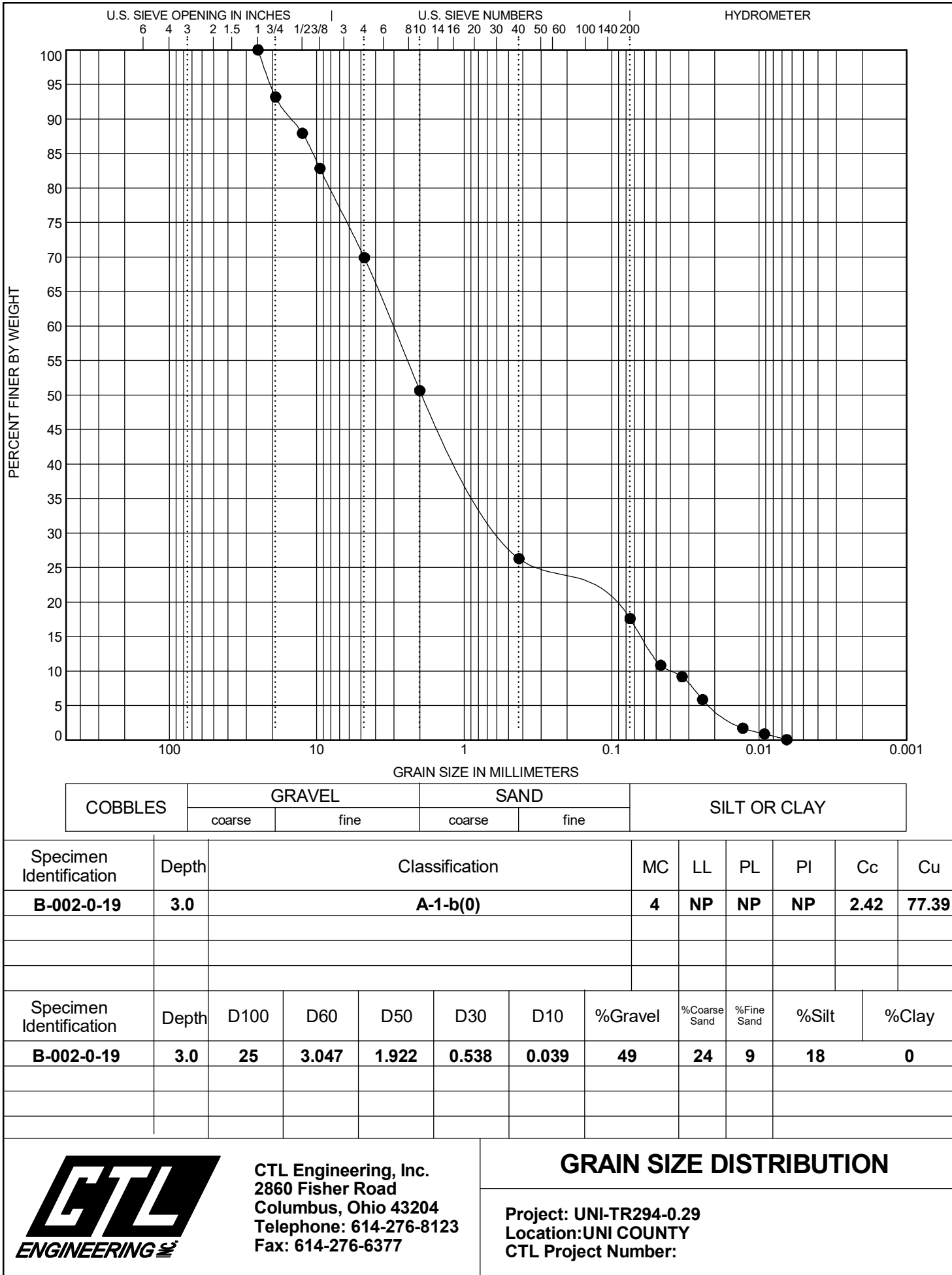
GRAIN SIZE DISTRIBUTION

Project: UNI-TR294-0.29
Location:UNI COUNTY
CTL Project Number:

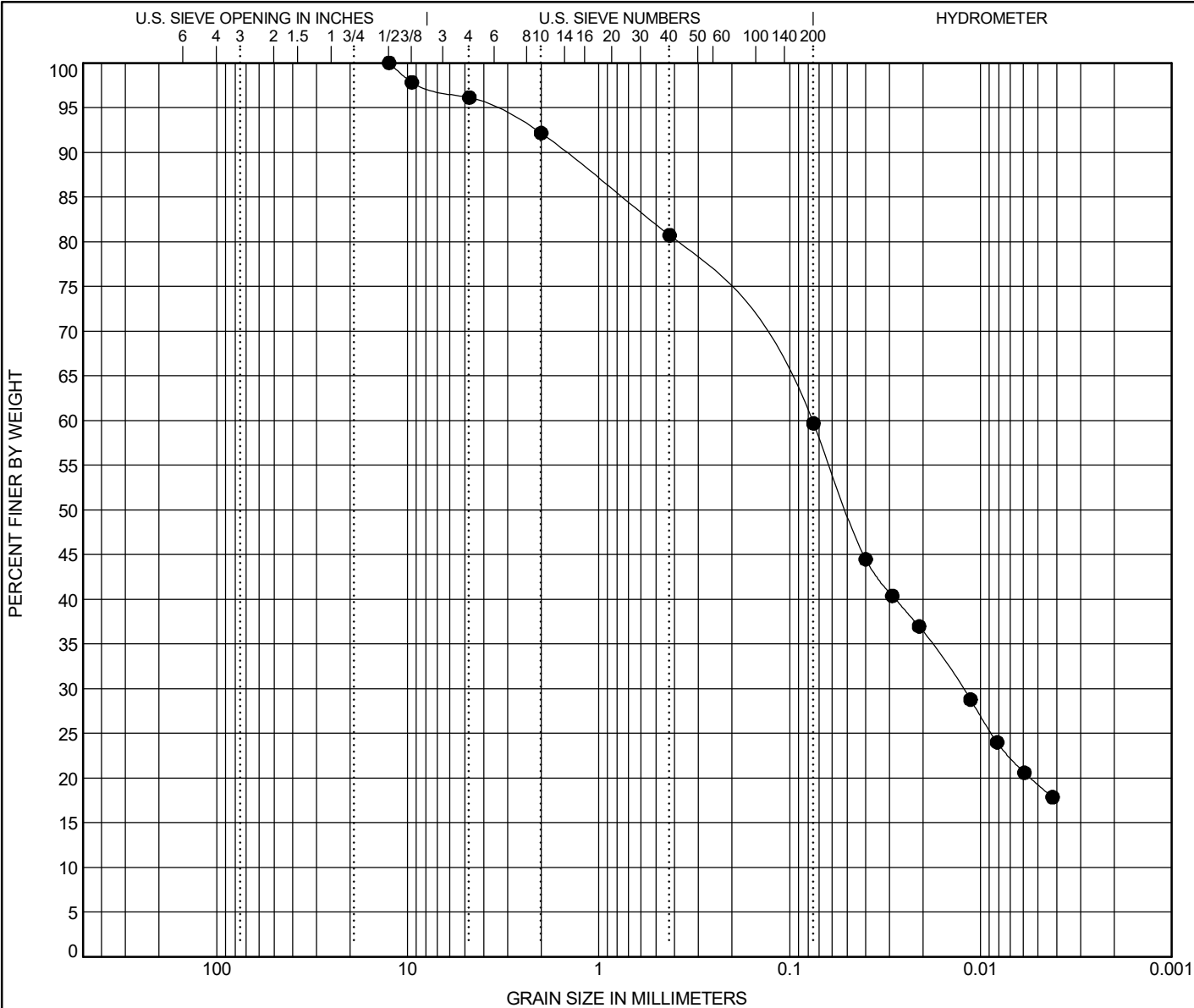
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PROJECT NO:	19050122COL
DATE:	10/24/2019

UNIAXIAL COMPRESSIVE STRENGTH OF INTACT ROCK CORE - ASTM D 7012



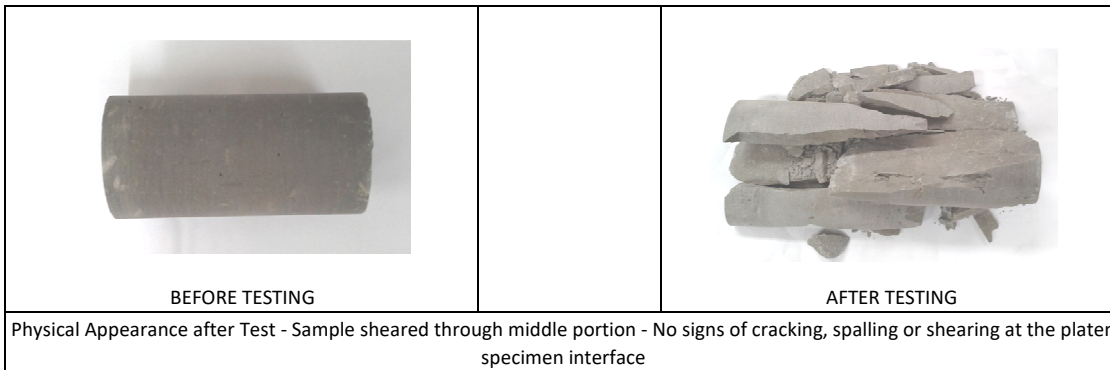
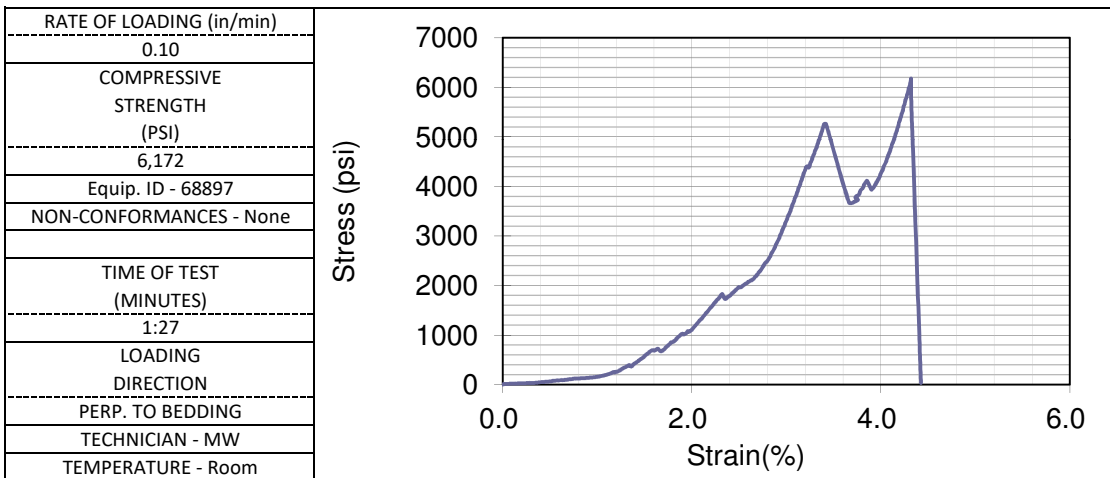
Method C

BORING NUMBER	B-001-0-19	TOP DEPTH(FT)	29.2'	BOTTOM DEPTH(FT)	29.5'
SAMPLE NUMBER	NQ-2	DISTRICT	6	PID NO.	NA
COUNTY	Union	ROUTE	TR 294	SECTION	0.29

FORMATION	Silurian
DESCRIPTION	Limestone, Gray, Unweathered, Moderately Strong
MOISTURE CONDITION	As Received

MEASUREMENT	LENGTH(INCHES)	DIAMETER(INCHES)
1	4.038	1.990
2	4.038	1.990
3	4.046	1.990
AVERAGE	4.041	1.990

LENGTH/DIAMETER	2.0
CORRECTION FACTOR	1
AREA(IN ²)	3.1
MASS (GRAMS)	536.8
UNIT WEIGHT(LBS/FT ³)	162.7



PROJECT NO:	19050122COL
DATE:	10/24/2019

UNIAXIAL COMPRESSIVE STRENGTH OF INTACT ROCK CORE - ASTM D 7012



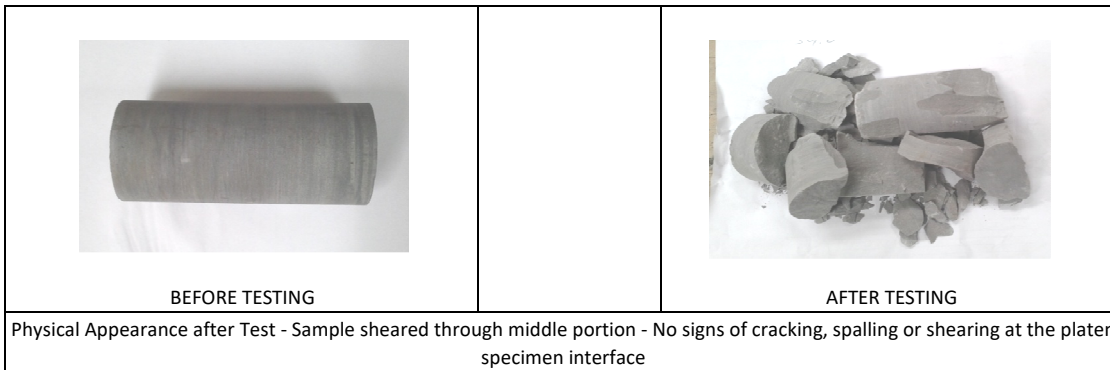
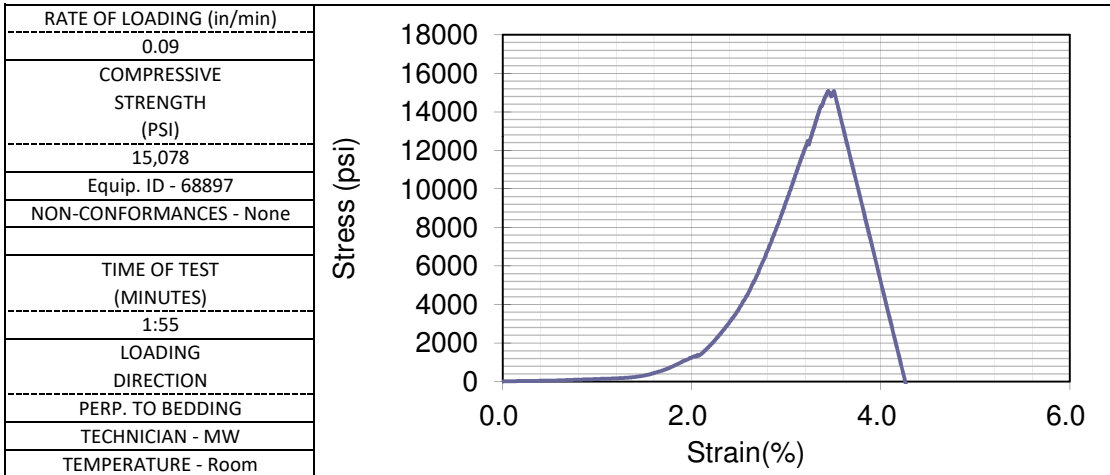
Method C

BORING NUMBER	B-002-0-19	TOP DEPTH(FT)	34.8'	BOTTOM DEPTH(FT)	35.1'
SAMPLE NUMBER	NQ-3	DISTRICT	6	PID NO.	NA
COUNTY	UNION	ROUTE	TR 294	SECTION	0.29

FORMATION	Silurian
DESCRIPTION	Limestone, Gray, Unweathered, Very Strong
MOISTURE CONDITION	As Received

MEASUREMENT	LENGTH(INCHES)	DIAMETER(INCHES)
1	4.068	1.990
2	4.068	1.990
3	4.069	1.990
AVERAGE	4.068	1.990

LENGTH/DIAMETER	2.0
CORRECTION FACTOR	1
AREA(IN ²)	3.1
MASS (GRAMS)	550.0
UNIT WEIGHT(LBS/FT ³)	165.6



SITE PHOTOS







ROCK CORE PHOTOS



19050122COL

Union County Engineer

UNI-TR294-0.29

B-001-0-19

Box #1 24.5'-34.5'

Top

27.5

BOTTOM



19050122COL

Union County Engineer

UNI-TR294-0.29

B-002-0-19

Box #1 26.5'-36.5'

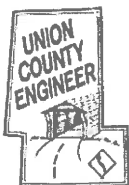
Top

29.5

34.0

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 Engineer

Builder: n/a

Address: 233 West Sixth Street

Address: _____

City, Zip: Marysville, OH 43040

City, Zip: _____

Phone: 937-645-3018

Phone: _____

DESCRIPTION OF WORK

1. Location of proposed development site/address: _____

TR 294 (Bitler Road) over Bokes Creek

Legal Description: York Twp.

2. Kind of development proposed:

☐ new building

☐ existing structure

☐ filling/grading

☐ residential

☐ alteration

☐ mining/dredging

☐ non-residential

☐ addition

☐ water course alteration

☐ manufactured home install

☐ accessory

☐ materials storage

☒ other

Describe "other": Bridge Replacement

3. If the proposed construction is an alteration, addition or improvement to an existing structure, indicate the cost of the proposed construction \$ n/a

What is the estimated market value of the existing structure \$ n/a

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: 10/1/21

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 1001 feet m.s.l.
Data Source H&H analysis by E.P. Ferris
Map effective date panel 39159C0145D, 12-16-08

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 TBD, bridge 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 October 6, 2021

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: 10-6-2021

Administrator's Signature: Fred Slotar



P.O. Box 54863
Cincinnati, OH 45254
(513) 624-6470
FAX (513) 231-0301

May 17, 2021

Mr. Josh Holtschulte 937-645-3109
UNION COUNTY ENGINEER'S OFFICE
233 West Sixth Street
Marysville, Ohio 43040

Dear Josh:

Re: TR294-0.296 Bitler Rd. (Bridge)
 Raymond, Ohio 43067

The following is a asbestos inspection report that was performed at the address referenced above. A total of (0) samples were taken from the concrete bridge.

Any positive samples must be removed by a Certified State of Ohio Asbestos Abatement Contractor prior to demolition.

This inspection was performed for demolition purposes.

This is a metal bridge with asphalt road over Bokes Creek that has no suspect material to sample.

If you have any questions regarding this inspection report, please feel free to call me at the office or my cell.

Sincerely,

RAINBOW ENVIRONMENTAL SERVICES, INC.

A handwritten signature in blue ink, appearing to read "B May", is written over the printed name.

Brian May
Asbestos Evaluation Specialist



P.O. Box 54863
Cincinnati, OH 45254
(513) 624-6470
FAX (513) 231-0301

ASBESTOS INSPECTION

Prepared For:

Union County Engineer's Office
233 West Sixth Street
Marysville, Ohio 43040

Project Name:

Bridge
TR294-0.296 Bitler Rd.
Raymond, Ohio 43067

Performed By:

A handwritten signature in blue ink, appearing to read "Brian May", is written over the printed name.

Brian May
Certified Asbestos Hazard Evaluation Specialist #ES34360

May 11, 2021

INTRODUCTION

This report is a summary of the asbestos inspection performed on May 11, 2021, by Rainbow Environmental Services for the bridge located at TR294-0.296 Bitler Rd., Raymond, Ohio 43067. This inspection was for demolition per your request.

INSPECTION PROCEDURES

Asbestos: The EPA in accordance with 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants. This regulation applies to asbestos with a content in excess of 1% as determined by Polarized Light Microscopy. These regulations require specific procedures of removal, disposal and notification to proper authorities.

The EPA National Emission Standard for Hazardous Air Pollutants (NESHAPS) does not require the removal of friable asbestos containing materials prior to demolition for quantities less than 160 square feet or 260 linear feet. EPA does not regulate asbestos operations involving less than 50 square or 50 linear feet. OSHA requirements apply to these materials.

Category I: Non-Friable materials (include resilient flooring, roofing and gasket materials that are in good condition) can be left behind during demolition. If in poor condition (brittle or broken), it must be removed prior to demolition.

Category II: Non-Friable materials, such as transite siding and roofing must be removed from buildings prior to demolition.

INSPECTOR(S)

As required by the State of Ohio, the asbestos inspection was performed by Brian May, Certified Asbestos Hazard Evaluation Specialist (Environmental Protection Agency Certification No. 34360). Mr. May's certificates are attached.

The report was prepared by Brian May, Certified Asbestos Hazard Evaluation Specialist (Environmental Protection Agency Certification No. 34360). Mr. May's certificates are attached.

ASBESTOS SURVEY METHODOLOGY

This asbestos survey was conducted to determine the type, quantity, condition, and the potential for disturbance of suspected ACM used in the construction of the subject building. The asbestos survey was conducted in accordance with the applicable regulations and general guidelines set forth in EPA's *Asbestos Hazardous Emergency Response Act* (AHERA) and rules promulgated under 40 CFR 763, Subpart E. Although these guidelines were originally prepared for educational agencies, the guidelines can be used for commercial facilities when required by lending institutions or state regulations. These guidelines are also referenced in Occupational Safety and Health Administration (OSHA), 29CFR 1926.1101.

This survey included a thorough visual and physical examination of building materials to identify locations of known

and/or suspect ACM's.

Suspect materials were classified as homogeneous, according to their location within the building, installation date, color, texture, and/or hardness, as suggested by current EPA sampling protocols. The suspect materials were then divided into homogeneous sampling areas and each sample collected was identified with a unique sample identifier consisting of a number that correlates to a homogeneous sampling area designation, and then by a number which indicates the sample sequence within the homogeneous grouping.

LABORATORY ANALYSIS

The analysis of the bulk ACM samples were performed by a National Voluntary Laboratory Accreditation (NVLAP) accredited laboratory SanAir Technologies, Cincinnati, Ohio. A copy of the analysis and methods used is attached.

INSPECTION SUMMARY

An asbestos inspection was performed on May 11, 2021 to determine if asbestos was present in this building slated for demolition. Listed below are the results.

Sample #	Item Description	Location	Homo Area #	Type of Asbestos	% Asbestos
0					

*No suspect material was found. This is a concrete slab bridge with metal railings and asphalt roadway.

BUILDING INFORMATION

This is a metal bridge with metal truss and asphalt roadway , 2 lane road, over a creek.

FINDINGS

There are no samples that contains asbestos.

SUMMARY

A total of (0) samples were taken during this inspection. There are no sample that contains asbestos.

The following is a compiled list of materials that contains asbestos, their locations, quantities, and recommendations.

Sample #	Item Description	Location	Estimated Quantity	Response Action

The following is a list of other hazardous materials that must be removed prior to demolition:

Material Description	Location	Quantity

This inspection was performed for demolition purposes. Walls and floors were opened up to find the asbestos. However, it is possible that there may be additional asbestos found inside walls, floors, and ceilings that we were unable to locate and may only be found during abatement/demolition activities.

REMOVAL: (Not Required) Demolition may occur with the proper demo permits.

BUILDING SURVEY FORM

Rainbow Environmental Services
P. O. Box 54863, Cinti, Ohio 45254-0863
Ph: 513-624-6470 Fax: 513-231-0301

Customer Name		U.C.E.O.				Inspection Date		5-11-21								
Building Address						City		State		Demolition		Burn		Renovation		
TR294-0.296						RAYMOND		OH		(X)						
Structure Type				Building Type				Roof				Story				
Brick	Wood	Stucco	Block	Single	2-Fam	Other	Metal	Rubber	Asphalt	1	2	3				
Metal	Vinyl	Transite	Asphalt	Comm	Rest	Warehse	Transite	State	Other	4	5					
Basement				Attic				Age of Building				Building Condition				
Full	Partial	Crawl	Slabs	Yes	No	10	25	35	45	55	65	75+	Condemned	Poor	Fair	Good
Windows				Walls				Heating System				Flooring				
Wood	Metal	Vinyl	Plaster	Drywall	Boiler	Furnace	Stove	Wood	Concrete	Attached	Detached					

Item #	Room Description	Level	Material Description	Quantity	Notes
1					
2					
3			NO SUSPECT MATERIAL		
4			ON BRIDGE.		
5					
6					
7					
8					
9					
10					

BUILDING SURVEY FORM

Rainbow Environmental Services
P. O. Box 54863, Cinti, Ohio 45254
Ph: 513-624-6470 Fax: 513-231-0311

Building "NOTES"

[illegible]



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

2/9/2021

Brian May
Rainbow Environmental Services, inc.
3727 Jonlen Drive
Cincinnati, OH 45227

RE: Evaluation Specialist
Certification Number: ES34360
Expiration Date: 2/5/2022

Dear Brian May:

This letter and enclosed certification card approves your request to be certified as an asbestos Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Ohio Environmental Protection Agency (EPA) for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

If you have any questions, please contact the Asbestos Program at 614-644-0226 or by email at asbestoslicensing@epa.ohio.gov.

Sincerely,

Joshua S. Koch
Manager, Business Operations Support Section
Ohio EPA - Division of Air Pollution Control

State of Ohio
Environmental Protection Agency
Asbestos Program

Asbestos Hazard Evaluation Specialist

**Brian S
May**

Rainbow Environmental Services, inc.
3727 Jonlen Drive
Cincinnati OH 45227

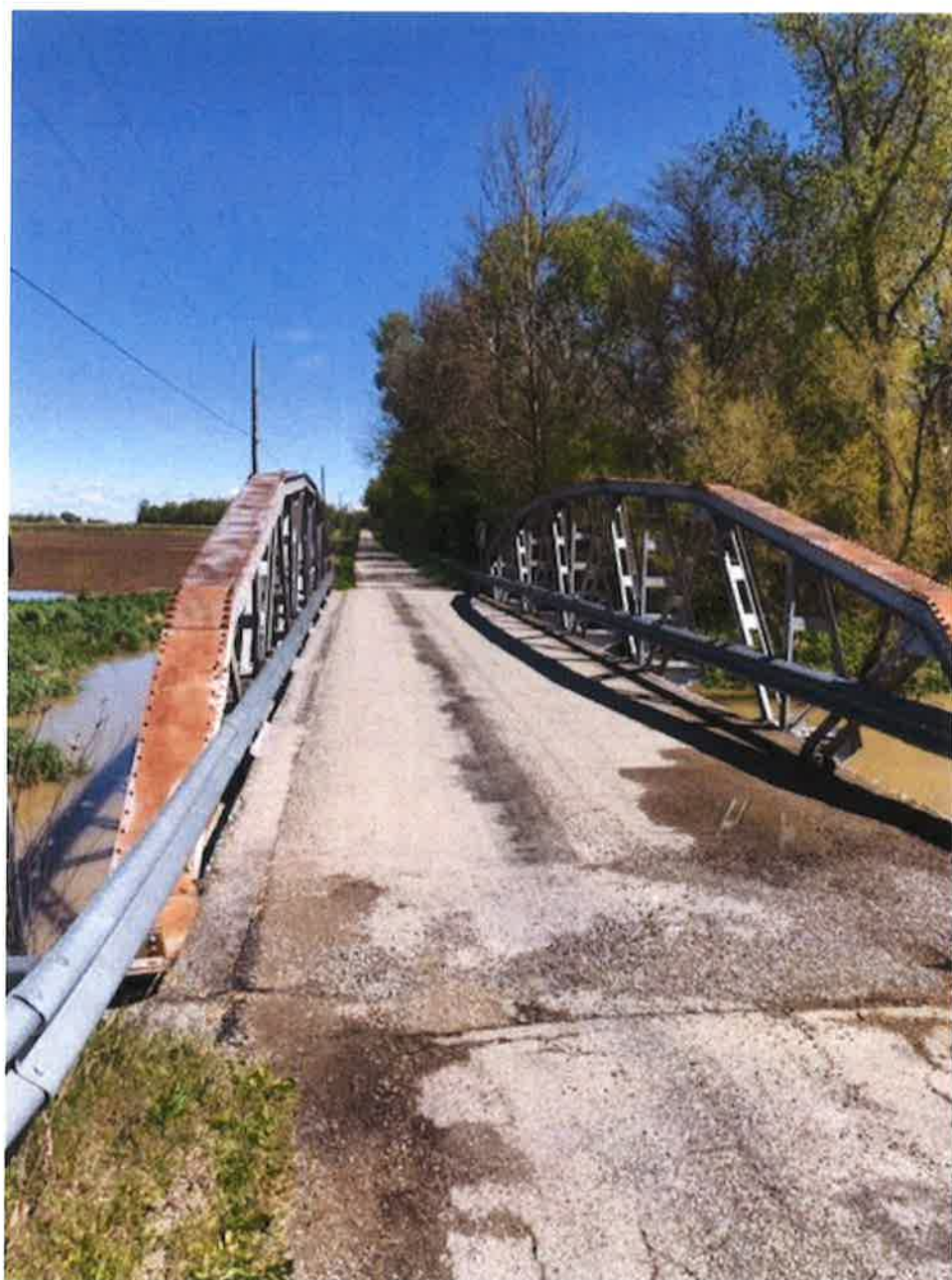
Certification Number Expiration Date
ES34360 2/5/22

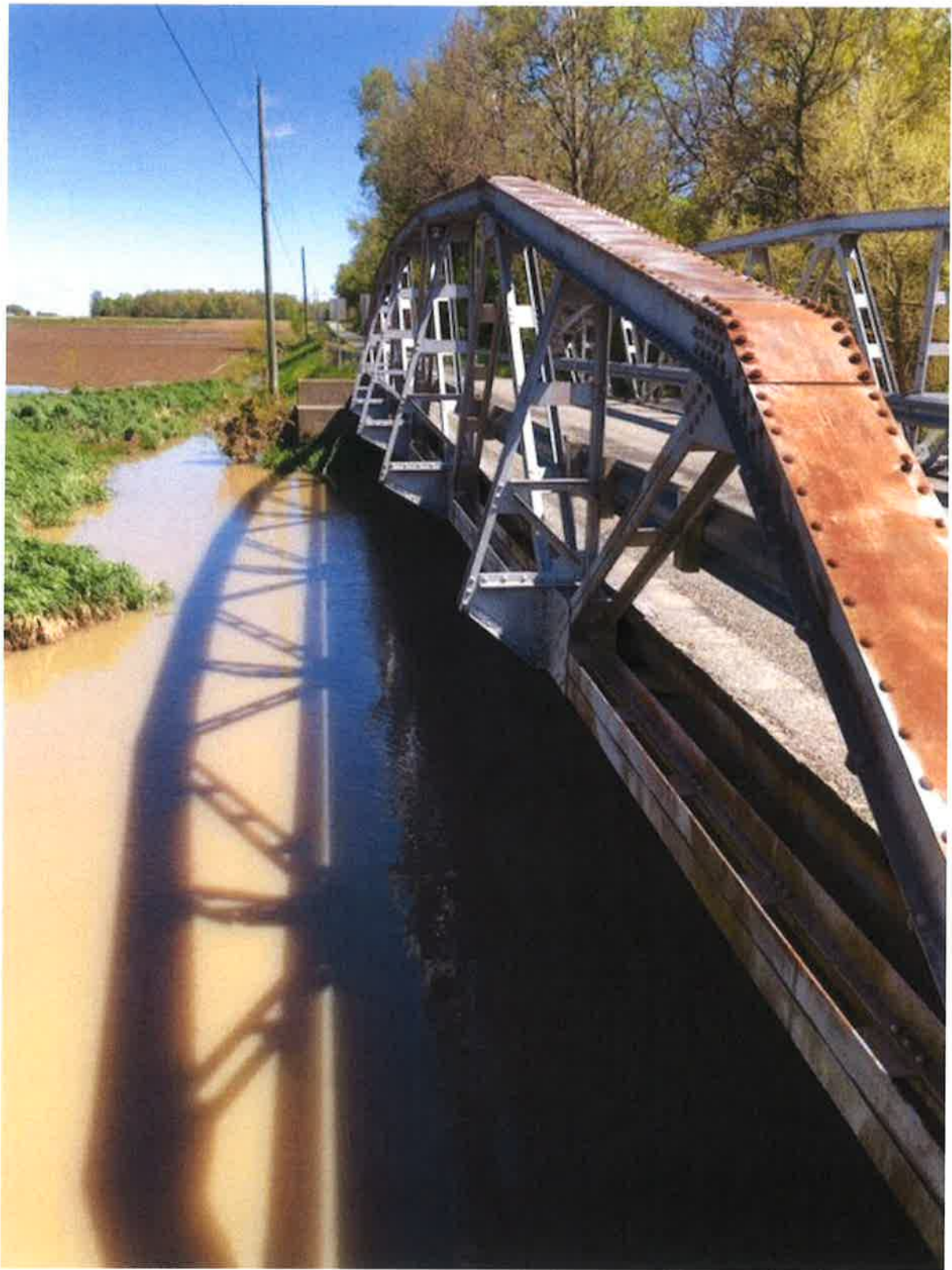


DOB: 11/28/67

Card not Valid
if Altered







Utility Note
UNI-TR294-0.29
PID 106652
October 13th, 2022

- The utility facilities that are in conflict with the proposed construction as described below are anticipated to be cleared of conflict by June 2023.
- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as described below.
- All station/offset locations listed below are approximate unless otherwise stated.
- All station/offset locations are referenced to the centerline of construction unless otherwise stated.

Union Rural Electric

Attn: Brian Lewis, blewis@ure.com
15461 US Route 36, Marysville, OH 43040

Union Rural Electric has 4 poles in conflict as follows:

STATION	OFFSET
23+00	19' RT
23+28	21' LT
26+43	19' LT
28+88	18' LT

Union Rural Electric will relocate these poles to the new R/W limits by 5/15/2023.

CenturyLink

Attn: Gage Ryan, 937-498-5105, Gage.Ryan@lumen.com
125 North Main Street, Sidney, OH 45365

CenturyLink has an aerial line on the URE poles. After URE places their new poles, CenturyLink will move their aerial line to the new poles by 6/15/2023.

General Comments

The Contractor shall use extreme caution when working in proximity to any existing utilities.

Sections 105.07 and 107.16 of the Department of Transportation Construction and Material Specifications Manual, require, among other things, that the contractor cooperate with all utilities located within the construction limits of this project and take responsibility for the protection of the utility property and services.

"General Decision Number: OH20230001 01/06/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

BROH0001-001 06/01/2021

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0001-004 06/01/2021		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55

BROH0003-002 06/01/2021		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 05/01/2022		

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.76	19.07

BROH0007-002 06/01/2021		

LAWRENCE

	Rates	Fringes
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Bricklayer, Stonemason.....\$ 30.40 17.55

BROH0007-005 06/01/2021

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 30.40 17.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 28.65 14.55

BROH0008-001 06/01/2021

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 30.40 17.55

BROH0009-002 06/01/2021

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

Refractory.....\$ 31.45 19.01

BROH0010-002 06/01/2021

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

BROH0014-002 06/01/2021

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

BROH0016-002 06/01/2021

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0018-002 06/01/2021		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0022-004 06/01/2021		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0032-001 06/01/2021		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0035-002 06/01/2021		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0039-002 06/01/2021		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0040-003 06/01/2021		

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.93	22.54

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing

stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2021

	Rates	Fringes
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Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 30.40	17.55
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BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.66
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BROH0046-002 06/01/2021

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
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FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2021

ATHENS COUNTY

	Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0052-003 06/01/2021

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2021ADAMS, 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 and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
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CARPENTER

DEFIANCE, FULTON, HANCOCK,
HENRY, PAULDING & WILLIAMS
COUNTIES.....

\$ 23.71	13.28
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CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
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CARPENTER.....	\$ 32.40	16.97
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CARP0372-002 05/01/2016

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
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CARPENTER.....	\$ 24.54	18.21
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CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
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CARPENTER.....	\$ 30.42	16.99
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CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
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CARPENTER.....	\$ 26.30	17.91
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CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
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Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
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Piledrivermen & Diver's Tender...	\$ 27.30	16.05
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DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 06/01/2022ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.07	21.36

ELEC0038-002 04/25/2022CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 40.88	22.75

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/25/2022CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.30	13.29
Installer Technician.....	\$ 28.05	13.25

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

 ELEC0064-003 11/28/2022

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
 Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
 Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
 Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.91

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
 FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
 JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
 Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
 MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
 Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
 Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
 Jefferson, Oxford, Perry, Salem, Rush, Washington & York
 Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
 Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
 MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit		

Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects....	\$ 36.13	15.03
Municipal Power/Transit		
Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 11/29/2021

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	20.84

ELEC0082-006 11/29/2021		

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

ELEC0129-003 02/28/2022		

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

ELEC0129-004 02/28/2022		

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

ELEC0141-003 09/01/2019		

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018		

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/06/2022		

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

ELEC0245-001 08/29/2022		

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 08/29/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 11/01/2021

Rates	Fringes
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ELECTRICIAN.....\$ 39.50 77%+31.62

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

ELEC0540-005 12/27/2021

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

ELEC0573-003 05/30/2022

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.30	20.50

ELEC0575-001 11/29/2021

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry,

Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	19.76

ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 05/30/2022

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 34.71	23.36

ELEC0683-002 05/30/2022

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2021

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/30/2022

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	22.18

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills

(all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		

GROUP 1 - C & D.....\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 2 - C & D.....\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - C & D.....\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 25.03	19.66
ALL OTHER WORK	
GROUP 1.....\$ 32.69	19.66
ALL OTHER WORK	
GROUP 2.....\$ 32.42	19.66
ALL OTHER WORK	
GROUP 3.....\$ 28.87	19.66
ALL OTHER WORK	
GROUP 4.....\$ 25.58	19.66
ALL OTHER WORK	
GROUP 5.....\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stoncrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar

type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2022

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
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IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 34.33	27.51
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IRON0017-010 05/01/2022

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
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IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 34.33	27.51
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IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2022

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.28	22.30
Ornamental; Structural.....	\$ 31.87	22.30

IRON0055-003 07/01/2021

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

IRON0147-002 06/01/2022

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.20	28.47

IRON0172-002 06/01/2022		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.27	21.20

IRON0207-004 06/01/2022		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 32.92	26.26
Ornamental; Reinforcing;		
Structural.....	\$ 31.92	26.26
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2022		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county

line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.59	23.85

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2022		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
going through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 30.97	21.69

IRON0769-004 06/01/2022		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 33.71	27.69

IRON0787-003 06/01/2022		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	23.75

LAB00265-008 05/01/2022		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 34.95	12.10
GROUP 2.....	\$ 35.12	12.10

GROUP 3.....	\$ 35.45	12.10
GROUP 4.....	\$ 35.90	12.10
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.56	12.10
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.18	12.10
GROUP 2.....	\$ 36.35	12.10
GROUP 3.....	\$ 36.68	12.10
GROUP 4.....	\$ 37.13	12.10
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.52	12.10
GROUP 2.....	\$ 34.69	12.10
GROUP 3.....	\$ 35.02	12.10
GROUP 4.....	\$ 35.47	12.10

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender		

and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2018

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates	Fringes
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PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.04	18.50
Power Generating Facilities.\$ 30.89	18.50

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates	Fringes
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PAINTER

GROUP 1 - Brush & Roller....\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 24.17	11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.92	11.22
GROUP 4 - Steeplejack Work..\$ 25.12	11.22
GROUP 5 - Coal Tar.....\$ 25.67	11.22
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 32.88	11.22
GROUP 7 - Tanks, Stacks & Towers.....\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....\$ 35.88	11.22

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates	Fringes
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PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters; and Riggers.....\$ 34.60	7.25
Brush and Roller.....\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....\$ 25.82	7.25

Spray.....	\$ 21.40	7.25
Structural Steel and Swing		
Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
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PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.47	20.60
Power Generating Facilities.	\$ 29.65	17.68

PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 25.79	15.81
GROUP 2.....	\$ 33.10	15.81
GROUP 3.....	\$ 26.00	15.81
GROUP 4.....	\$ 27.12	15.81
GROUP 5.....	\$ 27.79	15.81
GROUP 6.....	\$ 26.69	15.81
GROUP 7.....	\$ 27.79	15.81

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 06/01/2018MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water TowersGROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools-----
PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 06/01/2022

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.20	15.00
Drywall Finishing & Taping..	\$ 24.90	15.00
Lead Abatement.....	\$ 27.95	15.00
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 26.95	15.00
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	15.00
Wallcoverings.....	\$ 23.80	15.00

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40
Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0132-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.25	14.69

PLAS0404-002 05/01/2018		

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018		

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 05/01/2018		

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0886-003 05/01/2018		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0886-004 05/01/2018		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLUM0042-002 07/01/2022		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND

& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.42	25.47

PLUM0050-002 07/04/2022DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.60	28.51

PLUM0055-003 05/01/2022ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.43

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2022

CARROLL (Nortchen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.83	22.99

PLUM0120-002 05/02/2022ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 44.07	28.34

PLUM0162-002 06/01/2022CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
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Plumber, Pipefitter,
Steamfitter.....\$ 36.47 26.80

PLUM0168-002 06/01/2022

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.02 34.09

PLUM0189-002 06/01/2019

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 38.45 16.98

PLUM0219-002 06/01/2022

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

Rates Fringes

Plumber and Steamfitter.....\$ 41.22 26.64

PLUM0392-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.71 24.89

PLUM0396-001 06/01/2021

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 35.35 27.01

PLUM0495-002 06/01/2022

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon
Townships), COLUMBIANA (Washington & Yellow Creek Townships &
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),
COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South
to State Rte. #78 & from McConnelville west on State Rte. #37
to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS

COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.24	34.34

PLUM0577-002 06/01/2022

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,
SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.56	25.73

PLUM0776-002 07/01/2022

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT
COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.33	27.68

TEAM0377-003 05/01/2021

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,

Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"