

CONTRACT DOCUMENTS

FOR THE

2024 Union County Guardrail  
Upgrade Program

PREPARED BY THE OFFICE OF:



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

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

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**County Engineer  
Environmental Engineer**

233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3021  
F 937. 645. 3161

[www.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/engineer)

**Building Department**

233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018

**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:

### 2024 Union County Guardrail Upgrade Program

Plans, Specifications and Bid Forms are available in the office of the Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040, between the hours of 8:00 am and 4:00 pm on weekdays (holidays excluded).

This notice can be obtained through the County Engineer's website [www.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/engineer) under the "Bid Info" section.

Proposals must be received by **8:30 A.M. on Wednesday, April 24, 2024**, in the office of the Board of Commissioners of Union County located in the County Office Building, 233 W. Sixth Street, Marysville, Ohio 43040. The proposals will be opened and read aloud immediately thereafter.

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

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than September 30th, 2024.

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

The engineer's estimate for this project is **\$238,670.00**

Proposals will be accepted only from contractors who are pre-qualified with the Ohio Department of Transportation. Pre-qualification status must be in force at the time of bid, at the time of award, and through the life of the construction contract.

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

Board of Commissioners  
Union County, Ohio  
Jeff Stauch  
Union County Engineer  
4/9/24

Publish: Marysville Journal Tribune 4/9/24  
Union County Engineer's 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 **8:30 a.m. local time, Wednesday, April 24th, 2024**. The proposals will be opened and read immediately thereafter. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for **2024 Union County Guardrail Improvements Project**.

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 18 of the Instructions to Bidders. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be completed and executed when submitted.

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

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

**4. Method of Bidding**

Proposals are solicited for the construction as shown on the plans and described in the specifications. Proposals shall be submitted on a unit price basis. A lump sum only bid for the entire project will not be accepted.

5. **Bid Proposal Surety**

Each proposal shall be accompanied by either a bond OR one of the following:

1. A certified check,
2. a cashier's check, or
3. an acceptable letter of credit.

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

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

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

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

Bidders are required to satisfy themselves by personal examination at the site(s) of the work, and by examination and study of the contract documents as to the conditions existing and difficulties likely to be encountered in the construction of the work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse for failure to fulfill the provisions of the Contract.

7. **Award of Contract**

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

8. **Contract**

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

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

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

**9. Performance Bond and Payment Bond**

Within ten (10) days after the award of the Contract, the bidder to whom the Contract is awarded shall furnish and maintain a satisfactory performance bond and 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.

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

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

**10. Work Experience and Qualifications Summary**

The bidder is required to state in detail, what work of a character similar to the above Work To Be Done that he has performed and give references and such other information that will enable Union County to judge the technical skill, responsibility, and the financial standing of the Contractor.

**11. 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 worker's compensation coverage must be submitted to the Engineer before the contract will be executed by the Engineer.

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

**12. 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.

**13. 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.**

**14. 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.

**15. Labor and Wage Rates**

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

The minimum wages to be paid by the successful bidder shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates", ascertained and determined by the Ohio Department of Commerce, Wage and Hour Division applicable to public improvements in effect on the date of advertising for bids and as shown in the bidding proposal. Copies of the payroll must be furnished in accordance with Ohio Revised Code, Section 4115.071.

**16. Time of Commencement and Completion**

Work shall not commence before June 3rd, 2024, and shall be completed no later than September 30th, 2024. Additionally, once work has begun, the work shall be completed within sixty (60) consecutive days (within June-September window).

**17. Funding**

Funding for this project will be provided by the Union County Engineer.

## **18. 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
- Bid Guaranty and Bond
- Addenda (if applicable)
- General Conditions
- Detailed Specifications
- The properly completed Proposal
- Notice to Award
- Contract- Blank
- Notice to Proceed – Blank
- Notice of Commencement – Blank
- EEO Certificate of Compliance
- A valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the bid opening date
- ODOT Certification of Qualification
- Hold Harmless Agreement
- Delinquent Taxes Affidavit
- Contractor Corporation Affidavit along with copy of resolution
- Request for Taxpayer Identification Number (W-9)
- Non-Collusion Affidavit
- Attachment One: No Passing Zone Log
- Current Wage Scale (Ohio Prevailing Wage)

## **19. 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**

### **OHIO PRODUCTS**

**All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in connection with this project.**

**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, the Union County Engineer and the Union County Commissioners and its officers and representatives, from all claims of any kind arising from the performance of this Contract.

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 7:00 am and 7:00 pm, Monday through Friday. No work may be performed outside these time periods unless approved by the Engineer.

4. **Subcontractors**

All parts of the work which may be performed by a subcontractor shall be subject to all the provisions of this Contract exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his responsibilities under this Contract. The Contractor shall perform **not less than sixty percent (60%)** of the work with his own forces, unless prior permission is granted by the Union County Engineer.

5. **Drug –Free Workplace Program Participation:** Drug free program, SB 80-126<sup>th</sup> G.A. effective March 30, 2007

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

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

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

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

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

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

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

**5. Drug –Free Workplace Program Participation, continued:**

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 and the Union County Engineer harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

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.

**8. Lump Sum and Unit Bid Prices**

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

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

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

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

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

**9. 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.

**10. 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.

**11. Cancellation of Contract**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned or the work under the Contract sublet by the Contractor, otherwise than herein specified; or if, before the completion of the work under this Contract, the Contractor shall become financially embarrassed or shall become bankrupt or shall make a general assignment for the benefit of creditors or shall have a receiver appointed for him or to take charge of his affairs or shall have his property levied upon or taken in execution of under attachment; or if, at any time, Union County shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not

**11. Cancellation of Contract, continued.**

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

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

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

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

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

**12. Extension of Time**

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

**13. Failure to meet Completion Date**

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 2023 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

**14. Guarantee Bond**

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

Failure of the Contractor to rectify damage, improper design, faulty workmanship and materials as supplied by him and which have been shown by test to be deficient after one (1) year's operation, shall entitle Union County to proceed against the Surety for the cost of making good the obligation which the Contractor assumed at the time of signing the Contract.

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

**15. 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.

**16. 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

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

## **16. Responsibility for Damage Claims and Liability Insurance, continued**

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.

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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 .

**21. Reports and Payments**

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

**22. 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%)**

**23. Haul Route**

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

**24. 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. Discuss anticipated haul routes.
2. Submit and discuss Job Mix Formulas (See 7.1)
3. Provide a listing of key project personnel (Project Manager, Superintendent, etc.) with office, mobile and pager numbers to be used.
4. Provide a complete listing of sub-contractors' key personnel representing each.
5. Discuss material sampling as detailed above.
6. Discuss plans and methods of maintaining traffic during the project.

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

## NOTICE TO BIDDERS

### 2024 Union County Guardrail Upgrade Program

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

[www.unioncountyohio.gov/Engineer](http://www.unioncountyohio.gov/Engineer)

#### **Under Bid Info**

Click on proposal sheet and complete the column titled "unit price" and the pre-filled and protected formulas will calculate the totals for you.

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

Print the completed proposal and send it with your bid packet to the Union County Commissioners by **8:30 a.m., Wednesday, April 24, 2024.**

**PROPOSAL**

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

TO: Board of Commissioners, Union County, Ohio  
 PROJECT: 2024 UNION COUNTY GUARDRAIL UPGRADE PROGRAM

COMPANY NAME: \_\_\_\_\_

The undersigned, having full knowledge of the site(s) of the Project, the specifications applicable to the Project, and the conditions of this Proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the Project in accordance with the 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.

Ref No.	Item	Description	Unit Quantities	Unit Desc.	Unit Price Bid	BID AMOUNT
1	202	GUARDRAIL REMOVED, AS PER PLAN	1047.50	LIN. FT.		
2	202	ANCHOR ASSEMBLY REMOVED	35.00	EACH		
3	202	BRIDGE RAILING REMOVED, AS PER PLAN	18.00	EACH		
4	203	EMBANKMENT	744.00	CU. YD.		
5	209	LINEAR GRADING - RESHAPING UNDER GUARDRAIL, APP	3225.00	LIN. FT.		
6	606	GUARDRAIL, NESTED TYPE 5 WITH TUBULAR BACKUP	175.00	LIN. FT.		
7	606	GUARDRAIL, TYPE 5	312.50	LIN. FT.		
8	606	BRIDGE TERMINAL ASSEMBLY, TYPE 4	4.00	EACH		
9	606	ANCHOR ASSEMBLY, TYPE E, AS PER PLAN	35.00	EACH		
10	606	GUARDRAIL REBUILT, TYPE 5, AS PER PLAN (CONTINGENCY)	1600.00	LIN. FT.		
11	626	BARRIER REFLECTORS, TYPE A2	35.00	EACH		
12	659	REPAIR SEEDING AND MULCHING	2230.00	SQ YD		
13	SPECIAL	BRIDGE POSTS, AS PER PLAN	18.00	EACH		
14	614	MAINTAINING TRAFFIC	1.00	LUMP		
15	623	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	1.00	LUMP		
16	624	MOBILIZATION, AS PER PLAN	1.00	LUMP		
17	SPECIAL	PERFORMANCE AND PAYMENT BONDS	1.00	LUMP		
<b>TOTAL BID AMOUNT</b>						

## 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. Required EEO Certification**

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

Does this bidder have a valid Certificate of Compliance \_\_\_\_\_Yes \_\_\_\_\_No.

If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? \_\_\_\_\_Yes\_\_\_\_\_No.

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

**5. 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 updated January 1, 2023.

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

**YES  NO**

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:**

Work shall not commence before June 3<sup>rd</sup>, 2024, and shall be completed no later than September 30<sup>th</sup>, 2026. Additionally, the total work period (within the June-September window) shall not exceed 60 consecutive 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:

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

**SUBCONTRACTORS AND SUPPLIERS :**

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

**PLEASE ATTACH APPLICABLE WORK EXPERIENCE**

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 TO MATT ROECKNER at  
[mroeckner@unioncountyohio.gov](mailto:mroeckner@unioncountyohio.gov).**

## **DETAILED SPECIFICATIONS**

### **1. GENERAL**

The project involves guardrail upgrades along the following roads:

CR 57 – Middleburg Plain City Road Mile Markers (MM): 1.6, 9.3, 9.85, 11.7, 11.65, 11.8, 13.0

CR 78 – Collins Road Mile Markers (MM): 0.4, 0.72, 2.2

CR 104 – Watkins Road Mile Markers (MM): 2.4

CR 113 – White Stone Road Mile Marker (MM): 0.68

NOTE: Union County reserves the right to non-perform any of the above parts or their corresponding pay items. Section 104.02, parts D and E of the ODOT CMS shall not apply.

### **2. 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.

### **2. STANDARD SPECIFICATIONS**

The Construction and Material Specifications of the Ohio Department of Transportation dated January 1, 2023 apply to this project, unless otherwise noted.

All work associated with this contract shall be performed between the hours of 7:00 AM and 7:00 PM Monday through Friday. No work may be performed outside these time periods unless approved by the Engineer.

### **3. DRIVE ACCESS**

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

**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 **2024 Union County Guardrail Upgrade Program** and required supplemental work for the project all in strict accordance with the Contract Documents.

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

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

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

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

### **ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

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

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

### **Article 4. General Terms and Conditions**

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

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

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

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

CONTRACTOR:  
\_\_\_\_\_  
(Typed Name of Contractor)

OWNER:  
BOARD OF COUNTY COMMISSIONERS,  
UNION COUNTY, OHIO

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

(Name) Dave Burke, County Commissioner

Title \_\_\_\_\_

Signature \_\_\_\_\_

Vendor

(Name) Dave Lawrence, County Commissioner

Federal Identification Number:

Signature \_\_\_\_\_

\_\_\_\_\_

(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: \_\_\_\_\_

Approved as to form:

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

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

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

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

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

PERFORMANCE AND PAYMENT BOND (OR BONDS)

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

EXHIBIT "A" – ADDENDUM  
DRUG FREE WORKPLACE PROGRAMS

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

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

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

- (i) Prior to an individual's employment or during an employee's probationary period for employment, which shall not exceed one hundred twenty (120) days after the probationary period begins;
- (ii) At random intervals while an employee provides labor or onsite supervision of labor for a public improvement contract. The employer shall use the neutral selection procedures required by the United States Department of Transportation to determine which employees to test and when to test those employees.
- (iii) After an accident at the site where labor is being performed pursuant to a public improvement contract. For purposes of this division, "accident" has the meaning established in rules the administrator of workers' compensation adopts pursuant to Chapters 4121. And 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.
- (iv) When the employer or a construction manager has reasonable suspicion that prior to an accident an employee may be in violation of the employer's written substance use policy. For purpose of this division, "reasonable suspicion" has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.
- (v) Prior to an employee returning to a work site to provide labor for a public improvement contract after the employee tested positive for drugs or alcohol, and again after the employee returns to that site to provide labor under that contract, as required by either the employer, the construction manager, or conditions in the contract.

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

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

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

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

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

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

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

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

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

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

(3) “Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

(4) “Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

EXHIBIT "B" – ADDENDUM

The Contractor agrees to both of the following:

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

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

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

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

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

**NOTICE OF AWARD**

TO:

PROJECT DESCRIPTION: Union County Guardrail Upgrade Program

The Owner has considered the BID submitted by you on \_\_\_\_\_ 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: \_\_\_\_\_

# Notice to Proceed

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

To:

Project Name: **Union County Guardrail Upgrade Program**

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\_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Affidavit**

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

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

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

Name: Union County Guardrail Upgrade Program

Location: Various roads around Union County

- 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 \_\_\_\_\_

**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, 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: \_\_\_\_\_

DELINQUENT TAXES AFFIDAVIT

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

(County in which Contractor resides)

\_\_\_\_\_ being duly cautioned and sworn states as follows:

1. That he/she is \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Name of contracting party)

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

\_\_\_\_\_ Union \_\_\_\_\_

**-OR-**

2. That \_\_\_\_\_ **is** charged with delinquent personal property tax  
(Name of contracting party)  
on the general tax list of personal property of any county in which this taxing district has property.

This taxing district includes property within the following counties: \_\_\_\_\_ Union \_\_\_\_\_

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

\_\_\_\_\_  
Affiant

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

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

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

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

**AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ ) S.S.

\_\_\_\_\_, being sworn, deposes and says  
that he is Secretary of \_\_\_\_\_ a  
corporation organized and existing under an by virtue of the laws of the State of \_\_\_\_\_,  
corporation charter/registration # \_\_\_\_\_, and having its principal office at  
\_\_\_\_\_, \_\_\_\_\_, County,  
(number and street) (city) (name of county)  
\_\_\_\_\_.  
(state)

Affiant further says that he is familiar with the records, minute books and by-laws of  
\_\_\_\_\_. Affiant further says that  
(name of corporation)

\_\_\_\_\_ of the corporation  
(Name) (Title)

is duly authorized to sign the Contract for the construction of \_\_\_\_\_  
\_\_\_\_\_ for said corporation by  
virtue of \_\_\_\_\_  
(state whether a provision of by-laws or a resolution of the Board of Directors)

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

\_\_\_\_\_  
(Secretary of Corporation)

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_, County

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

**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.

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.  
**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

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

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

**BID IDENTIFICATION:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

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

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

\_\_\_\_\_

**(Name of Company)**

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

Notary Public

## **DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS**

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

### **Disputes and Claims**

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

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

Disputes and claims subject to review by Union County include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders, authorized by the Board of Union County Commissioners, and orders by Union County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.
2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2023 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.



## 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 \_\_\_\_\_

## Prevailing Wage Determination Cover Letter

County:  

Determination Date: 04/10/2024

Expiration Date: 07/10/2024

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

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

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

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

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

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

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

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

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

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

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

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

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



# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

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

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
---	------------------

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

**As of January 1, 2024:**

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$98,974</b>
---	-----------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$29,653</b>
---	-----------------

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

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)

# Prevailing Wage Contractor Responsibilities



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

Expand All Sections

## General Information ^

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

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

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

## Penalties for violation



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

## Intentional Violations



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

Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.

Intentional misclassification of employees for the purpose of reducing wages.

Intentional misclassification of employees as independent contractors or as apprentices.

Intentional failure to pay the prevailing wage.

Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.

Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

# Responsibilities



Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.

Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.

Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

Time cards, time sheets, daily work records, etc.

Payroll ledger\journals and canceled checks\check register.

Fringe benefit records must include program, address, account number, & canceled checks.

Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

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

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

Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

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

Supply all subcontractors with the Prevailing Wage Rates and changes.

Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

Employees' names, addresses, and social security numbers.

Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

Employees' work classification.

Be specific about the laborers and/or operators (Group)

For all apprentices, show level/year and percent of journeyman's rate

Hours worked on the project for each employee.

The number of hours worked in each day and the total number of hours worked each week.

Hourly rate for each employee.

The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the

hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

Gross amount earned on all projects during the pay period.

Total deductions from employee's wages.

Net amount paid.

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

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

# Preparing Certified Payroll Reports

[Expand All Sections](#)

## General ^

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115.

**Note:** The use of this particular form is not mandatory, employers may submit their own forms that are approved by the public authority contracting for the project, provided that all of the required information is included.

## Certified Payroll Heading



**Employer name and address:** Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.

**Project:** Name and location of the project, including county.

**Contracting Public Authority:** Name and address of the contracting public authority.

**Week Ending:** Month, day, and year for last day of reporting period.

**Payroll # :** Indicates first, second, third, etc. payroll filed by the company for the project.

**Page indicator:** number of pages included in the report.

**Project Number:** Determined by the public authority. If there is no number leave blank.

## Information by Column



**Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

**Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.

**Hours Worked, Day & Date:** In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

**Project Total Hours:** Total the hours entered for pay period.

**Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These

amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.

Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.

Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

**Project Gross:** Enter total gross wages earned on the project for straight time and overtime.

Project hours X base rate should equal project gross.

**Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.

**Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.

**Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.

Self explanatory.

Self explanatory.

Self explanatory.

# Certified Payroll Report

**Report for:**  Check if Subcontractor<sup>1)</sup> Contract No: \_\_\_\_\_ Payroll No: \_\_\_\_\_  
 Company:<sup>1)</sup> \_\_\_\_\_ If Sub, GC/Prime Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Project Name & Location: \_\_\_\_\_ Week Ending: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ Public Authority (Owner): \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Sheet:<sup>2)</sup> \_\_\_\_\_ of \_\_\_\_\_

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class <sup>3)</sup>	3. Prevailing Wage Project Hours Worked - Day & Date							4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes: <input type="checkbox"/> Cash <input type="checkbox"/> Approved Plans <input type="checkbox"/> Cash & Approved Plans						Weekly Payroll Amount			
		Fringe Rate Your Company Pays Per Hour						8. Total Hrs for all Jobs				9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs							
		H&W	Pens	Vac	Hol	Other	Total														
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			

1 ) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Bricklayer Local 23 Heavy Hwy (A)**

**Change # : LCN01-2023ibLoc23HevHwyA**

**Craft : Bricklayer Effective Date : 06/07/2023 Last Posted : 06/07/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$32.40		\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.70	\$67.90
Apprentice	Percent											
1st year	70.00	\$22.68	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.98	\$53.32
2nd year	80.00	\$25.92	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.22	\$58.18
3rd year	90.00	\$29.16	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.46	\$63.04

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Bricklayer Local 23 Heavy Hwy (B)**

**Change # : LCN01-2023ibLoc23HevHwyB**

**Craft : Bricklayer Effective Date : 06/07/2023 Last Posted : 06/07/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$33.39		\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.70	\$69.39
Apprentice	Percent											
1st year	70.00	\$23.37	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.68	\$54.37
2nd year	80.00	\$26.71	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.02	\$59.38
3rd year	90.00	\$30.05	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.36	\$64.39

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

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

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

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

**Change # : LRC01-2023inCarpSCHevHwy**

**Craft : Carpenter Effective Date : 05/17/2023 Last Posted : 05/17/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Journeyman	\$32.42		\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$53.99	\$70.20
<b>Apprentice</b>	Percent											
1st 6 months	60.00	\$19.45	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$41.02	\$50.75
2nd 6 months	65.00	\$21.07	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$42.64	\$53.18
3rd 6 months	70.00	\$22.69	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$44.26	\$55.61
4th 6 months	75.00	\$24.32	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$45.89	\$58.04
5th 6 months	80.00	\$25.94	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$47.51	\$60.47
6th 6 months	85.00	\$27.56	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$49.13	\$62.91
7th 6 months	90.00	\$29.18	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$50.75	\$65.34
8th 6 months	95.00	\$30.80	\$7.60	\$10.78	\$0.50	\$0.00	\$2.54	\$0.15	\$0.00	\$0.00	\$52.37	\$67.77

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

**Ratio :**

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

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

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

**Special Jurisdictional Note :** \*\*Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad Construction,

Sewer Waterworks & Utility Construction but not limited to: ( storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Cement Mason Statewide HevHwy**

**Change # : LCN01-2023ibCementHevHwy**

**Craft : Cement Mason Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Cement Mason	\$33.74		\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$52.76	\$69.63
<b>Apprentice</b>	<b>Percent</b>											
1st Year	70.00	\$23.62	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.64	\$54.45
2nd Year	80.00	\$26.99	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.01	\$59.51
3rd Year	90.00	\$30.37	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.39	\$64.57

**Special Calculation Note :** Other \$0.07 is for International Training Fund

**Ratio :**

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

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

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

**Special Jurisdictional Note :** (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy

Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

\*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

**Details :**

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

**Change # : LCN01-2023ibLocalHevHwy3**

**Craft : Laborer Group 1 Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$34.62		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.42	\$65.73
Group 2	\$34.79		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.59	\$65.98
Group 3	\$35.12		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.92	\$66.48
Group 4	\$35.57		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.37	\$67.15
Watch Person	\$27.35		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.15	\$54.83
Apprentice	Percent											
0-1000 hrs	60.00	\$20.77	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$34.57	\$44.96
1001-2000 hrs	70.00	\$24.23	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$38.03	\$50.15
2001-3000 hrs	80.00	\$27.70	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.50	\$55.34
3001-4000 hrs	90.00	\$31.16	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.96	\$60.54
More than 4000 hrs	100.00	\$34.62	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.42	\$65.73

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

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

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

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

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

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

### Details :

#### Group 1

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

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

#### Group 2

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

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

#### Group 3

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

#### Group 4

Miner, Welder, Gunitite Nozzle Person

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

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

# Prevailing Wage Rate Skilled Crafts

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

**Change # : LCN01-2023ibLoc18hevhwyl**

**Craft : Operating Engineer Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$41.49		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Class B	\$41.37		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Class C	\$40.33		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Class D	\$39.15		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Class E	\$33.69		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$41.74		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
Apprentice	Percent											
1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04
Field Mech Trainee Class 2												
1st year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04

**Special Calculation Note :** Other: Education & Safety Fund is \$0.09 per hour. \*Misc is National Training

**Ratio :**

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while

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

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

employed as part of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

## Special Jurisdictional Note :

### Details :

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

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and

## Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

**Change # : LCN02-2023ibLoc1275**

**Craft : Painter Effective Date : 11/22/2023 Last Posted : 11/22/2023**

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Class 1	\$38.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.27	\$72.28
Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster	\$35.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.27	\$67.78
Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.)	\$28.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.27	\$57.28
Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (plus 5 Years Exp.)	\$31.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$61.78
Painter Bridges Class 4 Concrete Sealing, Concrete	\$27.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.27	\$55.78

Blasting Power Washing												
Painter Bridges Class 5 Quality Control, Quality Assurance, Traffic Safety Competent Person	\$31.01	\$6.50	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$61.78
<b>Apprentice</b>	<b>Percent</b>											
1st 0-1500 hrs	80.00	\$30.41	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.13	\$53.33
2nd 1501-3000 hrs	85.00	\$32.31	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.03	\$56.18
3rd 3001-4500 hrs	90.00	\$34.21	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.93	\$59.03
4th 4501-6000 hrs	95.00	\$36.11	\$6.50	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.83	\$61.88

**Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

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

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

**Change # : LCN01-2023ibLoc639**

**Craft : Painter Effective Date : 03/22/2023 Last Posted : 03/22/2023**

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95

Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33
Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

**Special Calculation Note :** Other is for paid holidays.

**Ratio :**

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

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

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

**Change # : LCN01-2023ibBldgHevHwy**

**Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.24		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01
Apprentice	Percent											
First 6 months	80.00	\$24.99	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$54.64
7-12 months	85.00	\$26.55	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$56.98
13-18 months	90.00	\$28.12	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.27	\$59.32
19-24 months	95.00	\$29.68	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.83	\$61.67
25-30 months	100.00	\$31.24	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

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

**Change # : LCN01-2023ibBldgHevHwy**

**Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$31.66		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64
<b>Apprentice</b>		<b>Percent</b>										
First 6 months	80.00	\$25.33	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.48	\$55.14
7-12 months	85.00	\$26.91	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.06	\$57.52
13-18 months	90.00	\$28.49	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.64	\$59.89
19-24 months	95.00	\$30.08	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.23	\$62.27
25-30 months	100.00	\$31.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & HevHwy Class 3  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

**Change # : LCN01-2023ibBldgHevHwy3**

**Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$32.66		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14
Apprentice	Percent											
First 6 months	80.00	\$26.13	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.28	\$56.34
7-12 months	85.00	\$27.76	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.79
13-18 months	90.00	\$29.39	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.54	\$61.24
19-24 months	95.00	\$31.03	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.18	\$63.69
25-30 months	100.00	\$32.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

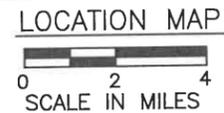
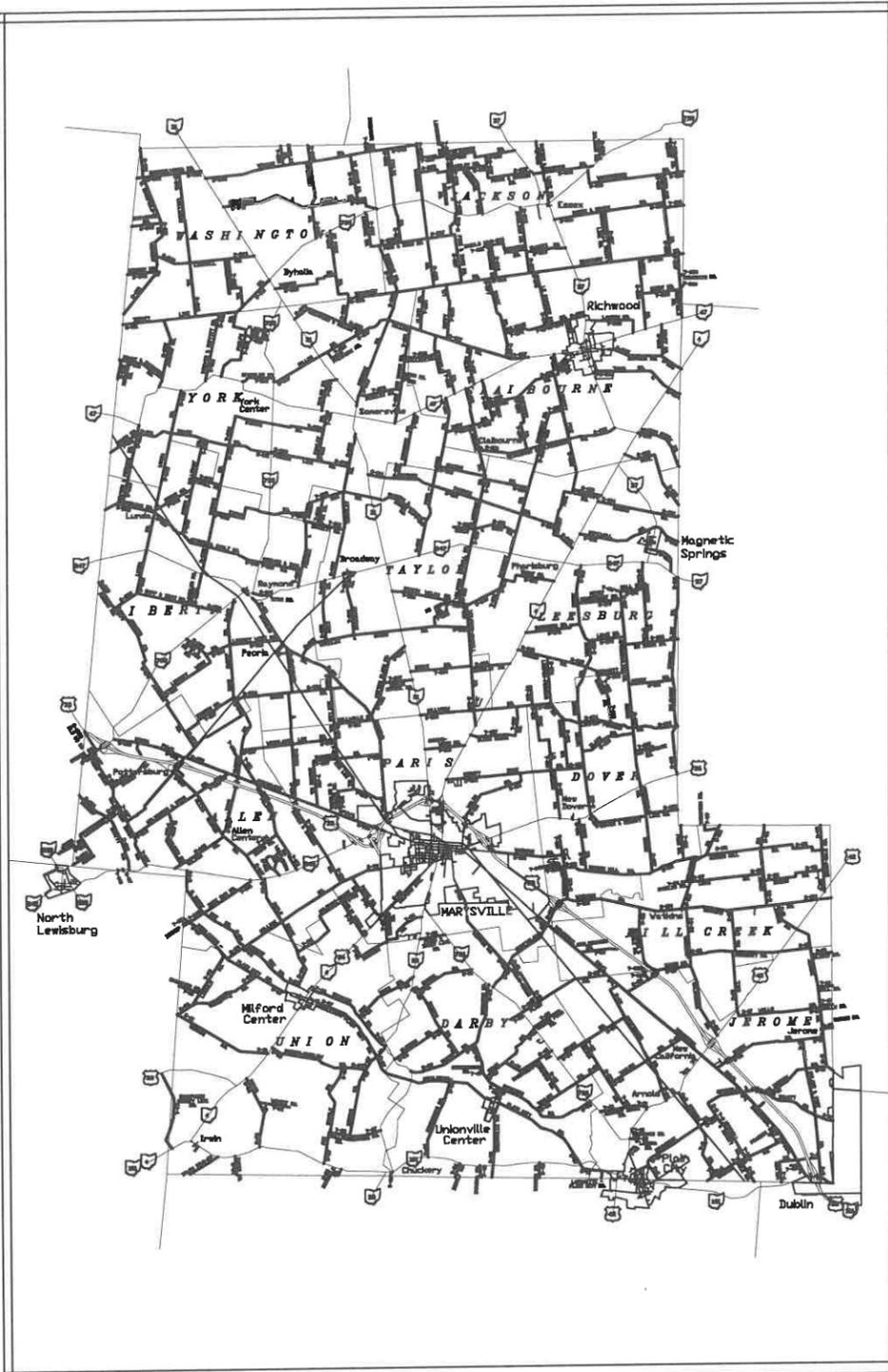
# 2024 UNION COUNTY GUARDRAIL UPGRADE PROGRAM

UNION, DARBY  
ALLEN, & DOVER  
TOWNSHIPS

- CR 57 – MIDDLEBURG PLAIN CITY ROAD
- CR 78 – COLLINS ROAD
- CR 104 – WATKINS ROAD
- CR 113 – WHITE STONE ROAD

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### DESIGN EXCEPTIONS

NONE REQUIRED

DISCLAIMER:  
NOTHING IN THESE COMMENTS SHOULD BE  
CONSTRUED AS AUTHORIZATION TO PERFORM EXTRA  
WORK. DO NOT PERFORM EXTRA WORK  
UNTIL/UNLESS A MODIFICATION HAS BEEN  
APPROVED.

ENGINEER'S SEAL

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

PLAN PREPARED BY:

UNION COUNTY ENGINEER  
233 WEST SIXTH ST.  
MARYSVILLE, OHIO 43040  
937.645.3018

STANDARD CONSTRUCTION DRAWINGS				SUPPLEMENTAL SPECIFICATIONS	
GR-1.1	07-20-12	MGS-1.1	07-21-21	800-2019	01-21-22
GR-2.1	07-20-12	MGS-2.1	01-19-18		
GR-2.2	07-20-12				
GR-2.4	07-20-12				
GR-3.4	07-20-18				
GR-4.1	07-20-12				
GR-4.2	07-20-12				

### PROJECT DESCRIPTION

THIS PROJECT WILL UPGRADE GUARDRAIL FACILITIES  
ALONG VARIOUS COUNTY ROADS WITHIN UNION COUNTY.

### 2023 SPECIFICATIONS

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

I HEREBY APPROVE THESE PLANS AND DECLARE THAT  
THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE  
THE CLOSING TO TRAFFIC OF THE HIGHWAY, AND THAT  
PROVISIONS FOR THE MAINTENANCE AND SAFETY OF  
TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND  
ESTIMATES.

APPROVED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

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

**UNDERGROUND UTILITIES**  
Contact Two Working Days  
Before You Dig

OHIO811. 8-1-1. or 1-800-362-2764  
(Non members must be called directly)

FEDERAL PROJECT No. NONE  
PID No. N/A  
LPA AGREEMENT NO. NONE  
RAILROAD INVOLVEMENT NONE  
UNI-VARIOUS-2024GR  
1/14

GENERAL

THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIALS SPECIFICATIONS, INCLUDING ALL SUPPLEMENTS HERETO, SHALL GOVERN THE MATERIALS AND WORKMANSHIP OF THE PROJECT IMPROVEMENTS.

ALL ITEMS OF WORK CALLED FOR ON THE PLANS FOR WHICH NO SPECIFIC METHOD OF PAYMENT IS PROVIDED SHALL BE PERFORMED BY THE CONTRACTOR WITH THE COST TO BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS RELATED ITEMS.

UNDERGROUND UTILITIES

THE CONTRACTOR SHALL GIVE NOTICE IF INTENT TO CONSTRUCT TO THE OHIO UTILITIES PROTECTION SERVICE (O.U.P.S.) AND TO OWNERS OF UNDERGROUND UTILITIES THAT ARE NOT MEMBERS OF A REGISTERED UNDERGROUND PROTECTION SERVICE. NOTICE SHALL BE GIVEN AT LEAST 2 WORKING DAYS BEFORE START OF CONSTRUCTION.

THE IDENTITY AND LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES IN THE CONSTRUCTION AREAS HAVE BEEN SHOWN ON THE PLANS AS ACCURATELY AS PROVIDED BY THE OWNER OF THE UTILITY. UNION COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR DEPTHS OF UNDERGROUND FACILITIES SHOWN ON THE PLANS. IF DAMAGE IS CAUSED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF THE SAME.

CONTINGENCY QUANTITIES

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED "AS DIRECTED BY THE ENGINEER" UNLESS AUTHORIZED BY THE ENGINEER. THE ACTUAL WORK LOCATIONS AND QUANTITIES USED FOR SUCH ITEMS SHALL BE INCORPORATED INTO THE FINAL CHANGE ORDER GOVERNING COMPLETION OF THIS PROJECT.

CONSTRUCTION LAYOUT STAKES, AS PER PLAN

THIS ITEM SHALL ADDITIONALLY INCLUDE VERIFICATION BY THE CONTRACTOR OF TUBULAR BACKUP MEASUREMENTS, INLET MOUNTED POSTS, TYPE 1 OR 2 BRIDGE POSTS, AND ANY OTHER ITEMS REQUIRING FABRICATION. ANY PRELIMINARY SITE VISITS FOR LAYOUT, UTILITIES, ETC, SHALL ALSO BE INCLUDED UNDER THIS ITEM.

COMMENCEMENT OF WORK AND WORKING HOURS

THE PROGRAM SHALL NOT COMMENCE BEFORE 06/03/2024, AND SHALL BE COMPLETE BY 09/30/2024. ADDITIONALLY, THE TOTAL WORK PERIOD (WITHIN MAY-SEPTEMBER WINDOW) SHALL NOT EXCEED SIXTY (60) CONSECUTIVE CALENDAR DAYS.

WORKING HOURS FOR THIS PROJECT SHALL BE LIMITED TO MONDAYS THROUGH FRIDAYS, FROM 7:00 TO 7:00 PM.

CONSTRUCTION INITIATION

THE CONTRACTOR SHALL ADVISE THE UNION COUNTY ENGINEER AT 937-645-3018 FOURTEEN (14) DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR WILL IMMEDIATELY INFORM THE UNION COUNTY ENGINEER OF ANY AND ALL DELAYS AND/OR CHANGES REGARDING THE CONSTRUCTION PROJECT. THE PROJECT ENGINEER WILL PROVIDE CLARIFICATION FOR ANY QUESTIONS ABOUT THIS NOTIFICATION REQUIREMENT. AN ADDITIONAL TWO (2) DAYS NOTICE SHALL BE GIVEN TO THE UNION COUNTY ENGINEER AND AN INSPECTOR PRIOR TO COMMENCEMENT OF WORK.

ITEM 614 - MAINTAINING TRAFFIC

TRAFFIC AND DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH ANY PROPERTY OWNERS ON ACCESS DETAILS IF THERE IS A POSSIBILITY THAT ACCESS MAY BE AFFECTED BY CONSTRUCTION. ANY DRIVE SHALL BE MAINTAINED TO AT LEAST PARTIAL WIDTH UNLESS AN ALTERNATIVE METHOD IS AGREED UPON, IN WRITING.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

ITEM 202 - GUARDRAIL REMOVED, AS PER PLAN

GUARDRAIL, POSTS, AND MISCELLANEOUS HARDWARE DESIGNATED FOR REMOVAL ARE THE PROPERTY OF UNION COUNTY AND SOME MATERIAL MAY BE SALVAGED AT THE DIRECTION OF THE ENGINEER. ALL OTHER MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR, PAID FOR UNDER ITEM 202, GUARDRAIL REMOVED, AS PER PLAN.

MISCELLANEOUS EARTHWORK

SOME ADDITIONAL GUARDRAIL EARTHWORK MAY BE REQUIRED TO MEET SPECIFIC SITE CONDITIONS, AS DIRECTED BY THE ENGINEER. THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR THE WORK NOTED ABOVE:

ITEM 203 EMBANKMENT, AS PER PLAN 744 CU. YD.

LINEAR GRADING, AS PER PLAN

THIS ITEM SHALL CONSIST OF MINOR GRADING OR RESHAPING ALONG THE SHOULDER WHERE EXISTING GUARDRAIL IS REMOVED OR WHERE NEW GUARDRAIL IS TO BE ERECTED, ENSURING A SMOOTH, DRAINABLE SURFACE. THE FOLLOWING CONTINGENCY QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM 209 - RESHAPING UNDER GUARDRAIL, AS PER PLAN 3225 LIN FT.

ANCHOR ASSEMBLY, TYPE E, AS PER PLAN

THIS ITEM SHALL CONSIST OF FURNISHING AND INSTALLING A SPECIFIC NUMBER OF END TERMINALS, COMPATIBLE WITH TYPE 5 GUARDRAIL, PER ODOT SPECIFICATIONS. INSTALLATION SHALL BE AT THE LOCATIONS SPECIFIED IN THE PLANS, IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. THE UNIT BID PRICE SHALL INCLUDE ALL OTHER MATERIAL, TOOLS, EQUIPMENT AND NECESSARY LABOR NECESSARY.

ON-SITE GRADING SHALL ENSURE THAT THE TOP OF THE FOUNDATION TUBES OR TOP OF THE GROUND STRUT DOES NOT PROJECT MORE THAN 4 INCHES ABOVE THE GROUND LINE.

PAYMENT FOR THE ABOVE ITEM SHALL BE MADE AT THE UNIT PRICE BID FOR ITEM 606 - ANCHOR ASSEMBLY, TYPE E, AS PER PLAN, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT, AND MATERIALS NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL ANCHOR ASSEMBLY SYSTEM, INCLUDING ALL RELATED TRANSITIONS, REFLECTIVE SHEETING, HARDWARE, GRADING, EMBANKMENT, AND EXCAVATION NOT SPECIFIED SEPARATELY.

LOCATION OF GUARDRAIL

THE LOCATIONS OF GUARDRAIL RUNS, AS SHOWN ON THESE PLANS, ARE SUBJECT TO ADJUSTMENT PRIOR TO FINAL ACCEPTANCE. THE ENGINEER SHALL BE SATISFIED THAT ALL INSTALLATIONS WILL AFFORD MAXIMUM PROTECTION FOR TRAFFIC, AND MEET STATE REQUIREMENTS.

GUARDRAIL REBUILT, TYPE 5, AS PER PLAN

THIS ITEM SHALL REPRESENT THE COST OF MATERIAL AND LABOR NEEDED TO REPLACE EXISTING ROTTEN OR DAMAGED GUARDRAIL POSTS ON EXISTING GUARDRAIL RUN LOCATIONS. THIS WORK SHALL INCLUDE RAIL REMOVAL, POST REMOVAL, REPLACEMENT AND INSTALL, AND RAIL RE-INSTALL. UNLESS OTHERWISE DIRECTED, POST AND MEMBER SPACING SHALL REMAIN THE SAME PRIOR TO POST REPLACEMENT. IT SHALL BE ASSUMED THAT ANY GUARDRAIL REBUILT SHALL BE PERFORMED USING STANDARD LENGTH GUARDRAIL POSTS. THIS ITEM HAS A CONTINGENCY OF 250 LF IN THE EVENT OTHER LOCATIONS NEED REBUILT.

ITEM 606 - GUARDRAIL REBUILT, TYPE 5, AS PER PLAN 1350 LIN. FT.

ITEM SPECIAL - BRIDGE POSTS, AS PER PLAN

THE GUARDRAIL HEIGHT ON THE BRIDGE ALONG COLLINS ROAD, AT APPROXIMATE MILE MARKER 2.2, (SHEET 12), NEEDS TO BE RAISED IN ORDER TO SATISFY CURRENT ODOT STANDARDS. IN ORDER TO RAISE THE GUARDRAIL, NEW STEEL BEAM POSTS SHALL BE MOUNTED, PER ODOT SCD DBR-2-73 (OR NEWER EQUIVALENT), ALONG THE SIDES OF THE BRIDGE, UTILIZING EXISTING DECK BOLT HOLES. NEW TYPE 5 RAIL, WITH TUBULAR BACK-UP SHALL BE INSTALLED AND FASTENED TO THE PROPOSED BRIDGE TO ALLOW A SMOOTH TRANSITION TO THE PROPOSED BRIDGE TERMINAL ASSEMBLY, TYPE 4. THE CONTRACTOR SHALL VISIT TO SITE OF PROPOSED IMPROVEMENTS TO CONFIRM THAT THE PROPOSED BRIDGE POSTS ARE SUFFICIENT FOR THE PROPOSED WORK.

CURRENT BRIDGE POST LENGTH: 43 INCHES  
CURRENT BRIDGE GUARDRAIL HEIGHT: 26 INCHES

PROPOSED BRIDGE POST LENGTH (APPROXIMATE): 47 INCHES  
PROPOSED BRIDGE GUARDRAIL HEIGHT: 31 INCHES

GUARDRAIL REPLACEMENT

NO HAZARD SHALL BE LEFT UNPROTECTED EXCEPT FOR THE ACTUAL TIME NECESSARY TO REMOVE THE EXISTING GUARDRAIL, PREPARE THE SITE, AND INSTALL NEW GUARDRAIL IN A CONTINUOUS OPERATION. THE REMOVAL OF ALL GUARDRAIL SHALL AT ALL TIMES BE AS DIRECTED BY THE ENGINEER. NO GUARDRAIL SHALL BE REMOVED UNTIL THE REPLACEMENT MATERIAL IS ON THE SITE, READY FOR INSTALLATION. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE DEEMED SUFFICIENT CAUSE TO ORDER WORK SUSPENDED UNTIL SUCH TIME AS THE ENGINEER IS ASSURED OF COMPLIANCE.

ANY HAZARD WHICH MUST BE LEFT DURING NON-WORKING HOURS SHALL BE ADEQUATELY PROTECTED WITH DRUMS OR BARRICADES, OR AS DIRECTED BY THE ENGINEER. PAYMENT FOR ANY SUCH WORK REQUIRED SHALL BE INCLUDED IN THE ITEM 606 GUARDRAIL, TYPE 5.

CONNECTIONS BETWEEN EXISTING AND PROPOSED GUARDRAIL

WHEN IT IS NECESSARY TO SPLICE PROPOSED GUARDRAIL TO EXISTING GUARDRAIL, ONLY THE EXISTING GUARDRAIL SHALL BE CUT, DRILLED, OR PUNCHED. THE CONNECTION SHALL BE MADE USING A "BEAM RAIL SPLICE" AS SHOWN ON STANDARD DRAWINGS GR-1.1. PAYMENT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE RESPECTIVE GUARDRAIL RUNS.

PROTECTION OF WATER QUALITY

NO TOXIC OR HAZARDOUS MATERIALS SUCH AS SEALANTS, PAINT, SOLVENTS, CLEANING AGENTS, EARTHEN MATERIALS, WASTE-WATER, FUELS OR DEBRIS OF ANY KIND SHALL BE DISCHARGED TO ANY STREAMS, DRAINAGE COURSES OR BODIES OF WATER. ALL ASPHALT OR CONCRETE GRINDINGS, EXCESS ASPHALTIC OR CONCRETE MATERIALS OR ANY OTHER DEBRIS GENERATED DURING RESURFACING OR OTHER SIMILAR ACTIVITIES SHALL NOT BE DISPOSED OF WITHIN A FLOODPLAIN BELOW THE 100-YEAR FLOOD ELEVATION. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT LIQUIDS USED TO REPAIR, CLEAN, SEAL, OR TREAT ANY BRIDGE STRUCTURE (e.g. PAINT, SEALER, SOLVENT) FROM ENTERING STREAMS, WETLANDS OR OTHER "WATERS OF THE UNITED STATES" AND TAKE THE APPROPRIATE ACTIONS IN THE EVENT OF A RELEASE.

MOBILIZATION, AS PER PLAN

THE ITEM SHALL REPRESENT THE LUMP SUM COST INCURRED FOR ALL PREPARATORY WORK, INCLUDING MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO ALL PROJECT SITES, COMBINED. PAYMENT FOR ALL MOBILIZATION COSTS SHALL BE INCLUDED IN A LUMP SUM CONTRACT PRICE FOR ITEM 624, MOBILIZATION, AS PER PLAN.

CALCULATED  
MRR  
CHECKED  
JAS

GENERAL NOTES

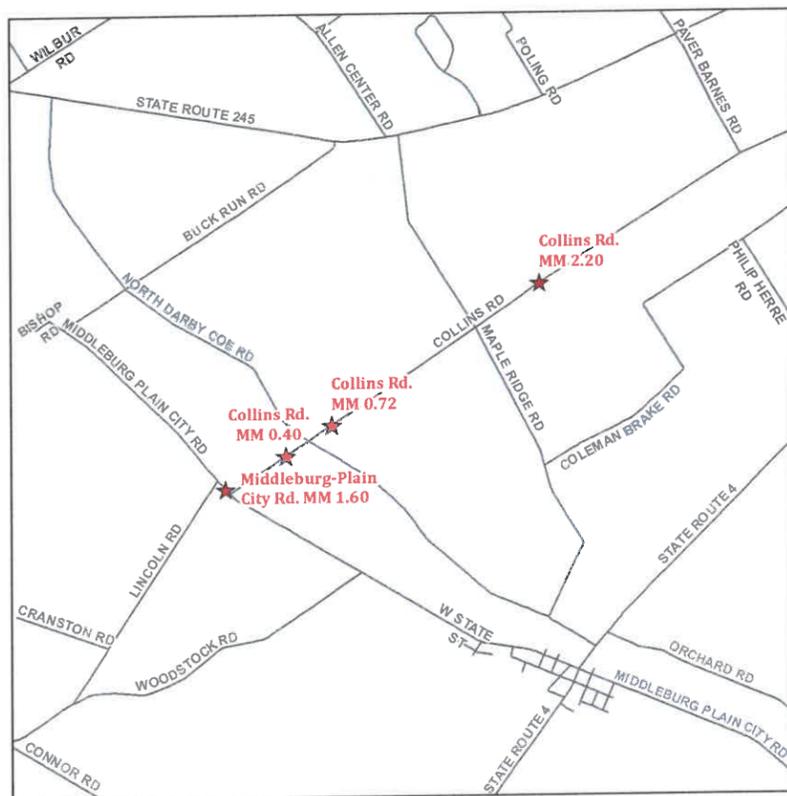
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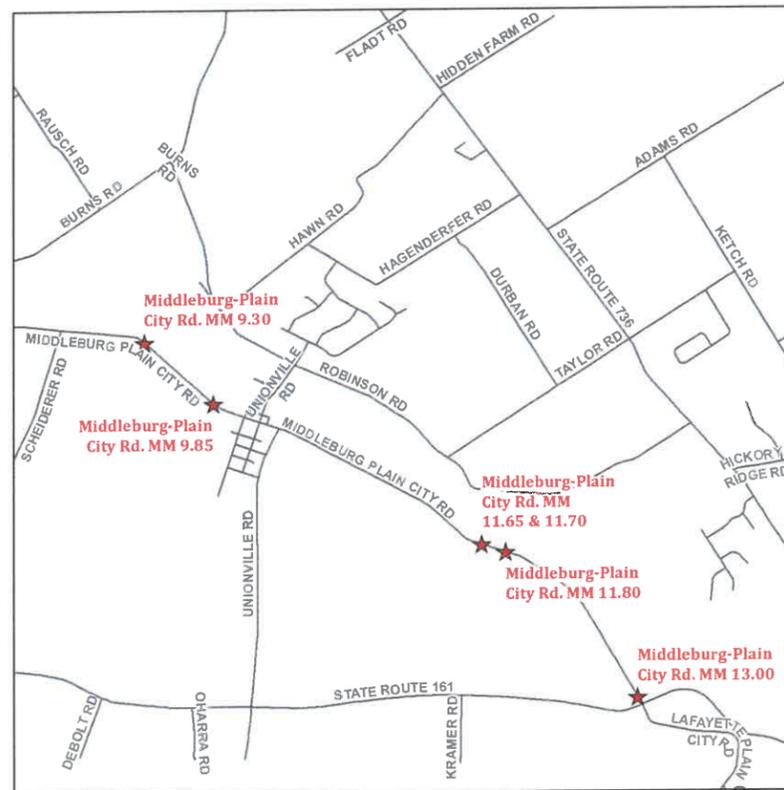
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CHECKED  
JAS

LOCATION MAPS AND GENERAL SUMMARY

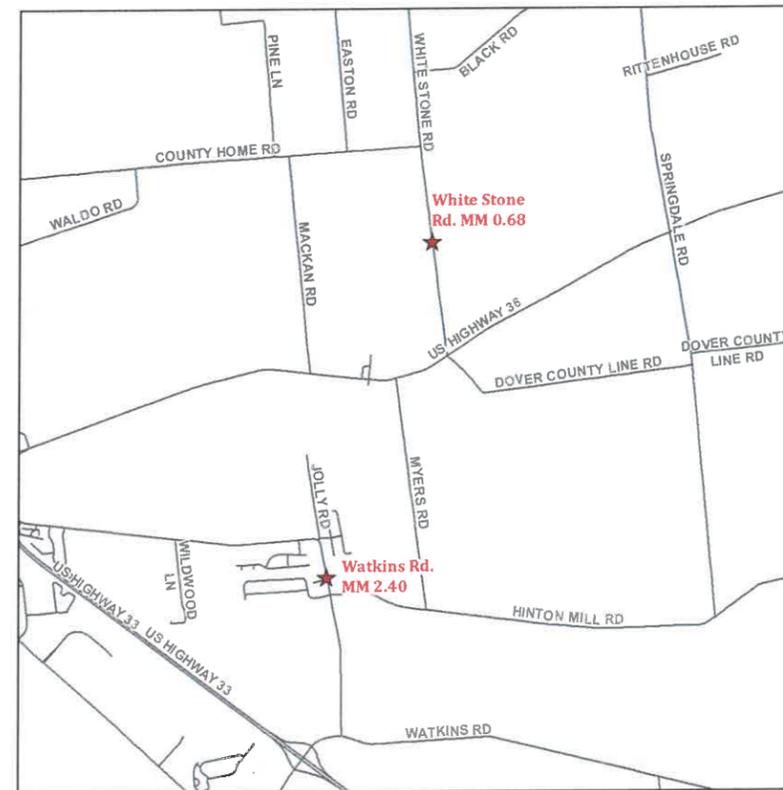
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CR 57 - MIDDLEBURG-PLAIN CITY RD.  
CR 78 - COLLINS RD.



CR 57 - MIDDLEBURG-PLAIN CITY RD.  
GENERAL SUMMARY



CR 104 - WATKINS RD.  
CR 113 - WHITE STONE RD.

SHEET	GEN NOTES					REF #	ITEM	GRAND TOTAL	UNIT	ITEM DESCRIPTION
		CR 57	CR 78	CR 104	CR 113					
	2	4-9	10-12	13	14					
	CONTINGENCY									
		525	410	62.5	50	1	202	1047.5	LIN. FT.	GUARDRAIL REMOVED, AS PER PLAN
		21	10	2	2	2	202	35	EACH	ANCHOR ASSEMBLY REMOVED, AS PER PLAN
		19	10	4	2	3	606	35	EACH	ANCHOR ASSEMBLY, TYPE E
	36	360	252	72	24	4	203	744	CU. YD.	EMBANKMENT, AS PER PLAN
		1395	1570	130	130	5	209	3225	LIN. FT.	LINEAR GRADING - RESHAPING UNDER GUARDRAIL, APP
		175	0	137.5	0	6	606	312.5	LIN. FT.	GUARDRAIL, TYPE 5
		0	175	0	0	7	606	175	LIN. FT.	GUARDRAIL, TYPE 5 WITH TUBULAR BACKUP
		0	18	0	0	8	SPECIAL	18	EACH	BRIDGE POST, AS PER PLAN
		0	18	0	0	9	202	18	EACH	BRIDGE POST REMOVED
		0	4	0	0	10	606	4	EACH	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY TYPE 4
	250	150	1200	0	0	11	606	1600	EACH	GUARDRAIL TYPE 5, REBUILT, AS PER PLAN
		19	10	4	2	12	626	35	EACH	BARRIER REFLECTORS
		900	870	400	60	13	659	2230	SQ. YD.	REPAIR SEEDING AND MULCHING
										MISCELLANEOUS
	24					14	SPECIAL	24	HOUR	HYDROEXCAVATION
						15	614	1	LUMP	MAINTAINING TRAFFIC
						16	623	1	LUMP	CONSTRUCTION LAYOUT
						17	624	1	LUMP	MOBILIZATION
						18	103	1	LUMP	PERFORMANCE BOND

NOTE: INDIVIDUAL LOCATION SUBSUMMARY SHOWN ON EACH LOCATION SHEET.



CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 1.6  
N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SG. YD.	EACH
CR-57	1-R		NW	25	1											
	2-R		NE	25	1											
	1-G		NW			24					1	1		65	60	
	2-G		NE			12					1	1		65	30	
TOTALS				50	2	36					2	2		130	90	

LOCATION NOTE: GUARDRAIL TO BE SHIFTED TOWARDS THE EDGE OF PAVEMENT AT LOCATION 1



DRAWN  
MRR  
CHECKED  
JAS

CR 11 – JEROME ROAD – MM 3.75

UNI-VARIOUS-2024GR

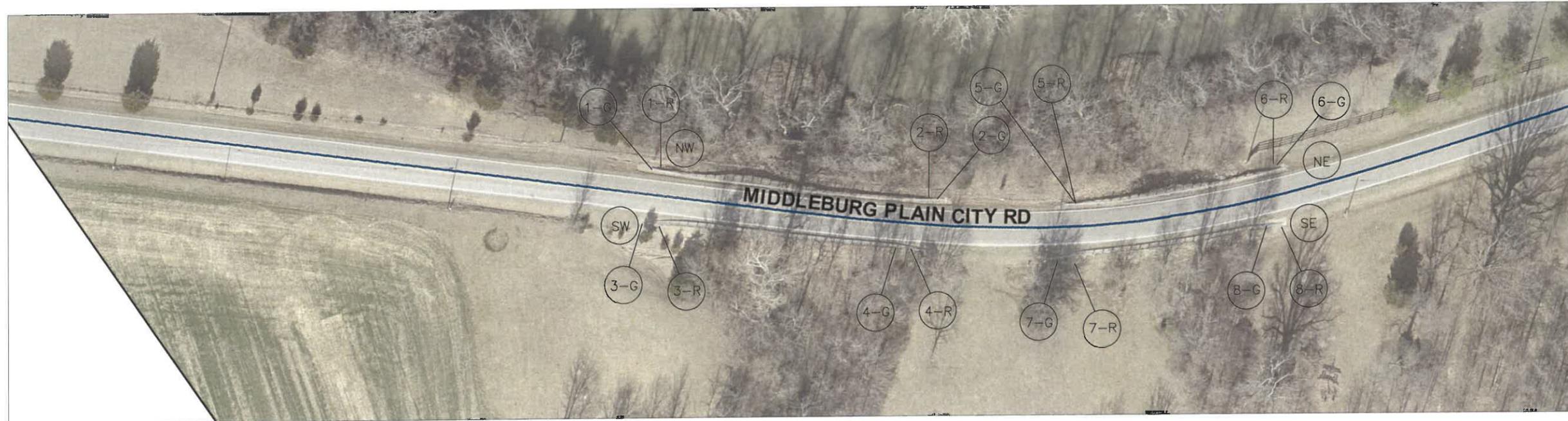




CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 9.85

N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR-57	1-R		NE	25	1											
	2-R		SW	37.5	1											
	3-R		SE	37.5	1											
	1-G		NE			12					1	1		65	30	
	2-G		SW			12					1	1		65	30	
	3-G		SE			12					1	1		65	30	
TOTALS				100	3	36					3	3		195	90	



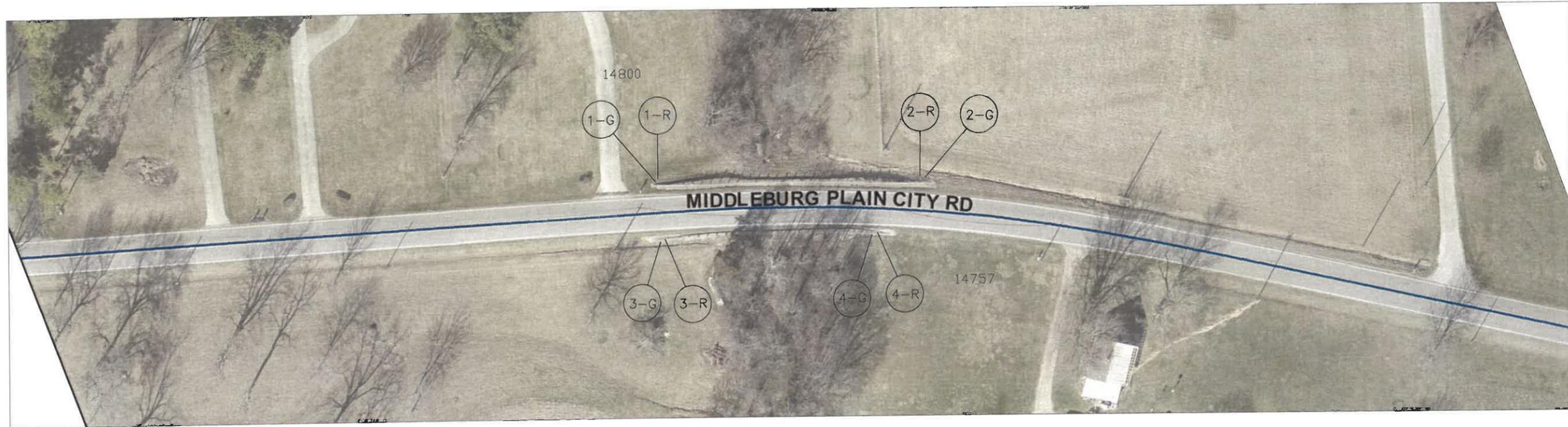
CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 11.7 & 11.65  
N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	606	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	GUARDRAIL, TYPE MGS	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	GUARDRAIL, TYPE 5, REBUILT	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	FEET	FEET	SQ. YD.	EACH
CR-57	1-R		NW	25	1											
	2-R		NE		1											
	3-R		SW	25	1											
	4-R		SE	25	1											
	5-R		NW	25	1											
	6-R		NE		1											
	7-R		SW	25	1											
	8-R		SE	25	1											
	1-G		NW			12					1	1	75	65	30	
	2-G		NE			24	87.5				1	1	75	65	30	
	3-G		SW			12					1	1	75	65	30	
	4-G		SE			12							75	65	30	
	5-G		NW			24	87.5						75	65	30	
	6-G		NE			12					1	1	75	65	30	
	7-G		SW			12					1	1	75	65	30	
	8-G		SE			12					1	1	75	65	30	
TOTALS				150	8	120	175				6	6	150	550	300	

DRAWN  
MRR  
CHECKED  
JAS

CR 57 MIDDLEBURG PLAIN CITY ROAD – MM 11.7 & 11.65

UNI – VARIOUS – 2024GR



CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 11.8  
N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY

ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	606	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	GUARDRAIL, TYPE MGS	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR- 57	1-R		NW	37.5	1											
	2-R		NE	25	1											
	3-R		SW	25	1											
	4-R		SE	25	1											
	1-G		NW			24					1	1		65	60	
	2-G		NE			24					1	1		65	60	
	3-G		SW			24					1	1		65	60	
	4-G		SE			12					1	1		65	30	
TOTALS				112.5	4	84					4	4		260	210	



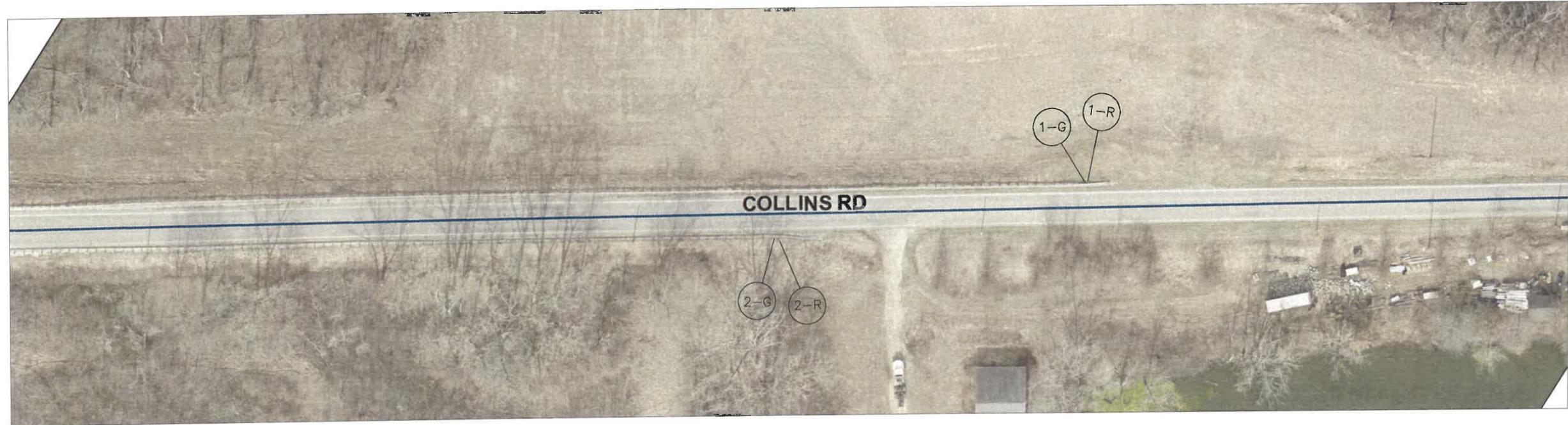
CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 13.0  
N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	606	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	GUARDRAIL, TYPE MGS	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR-57	1-R		NE	25	1											
	2-R		NW	25	1											
	1-G		NE			24					1	1		65	60	
	2-G		NW			36					1	1		65	90	
TOTALS				50	2	60					2	2		130	150	

DRAWN  
MRR  
CHECKED  
JAS

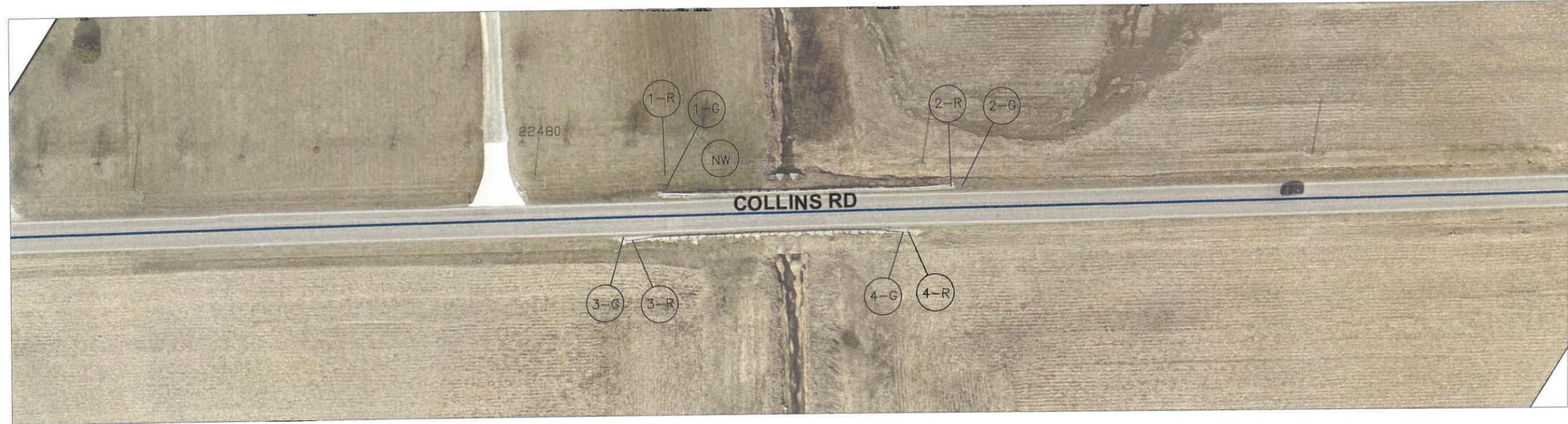
CR 57 – MIDDLEBURG PLAIN CITY ROAD – MM 13.0

UNI-VARIOUS-2024GR



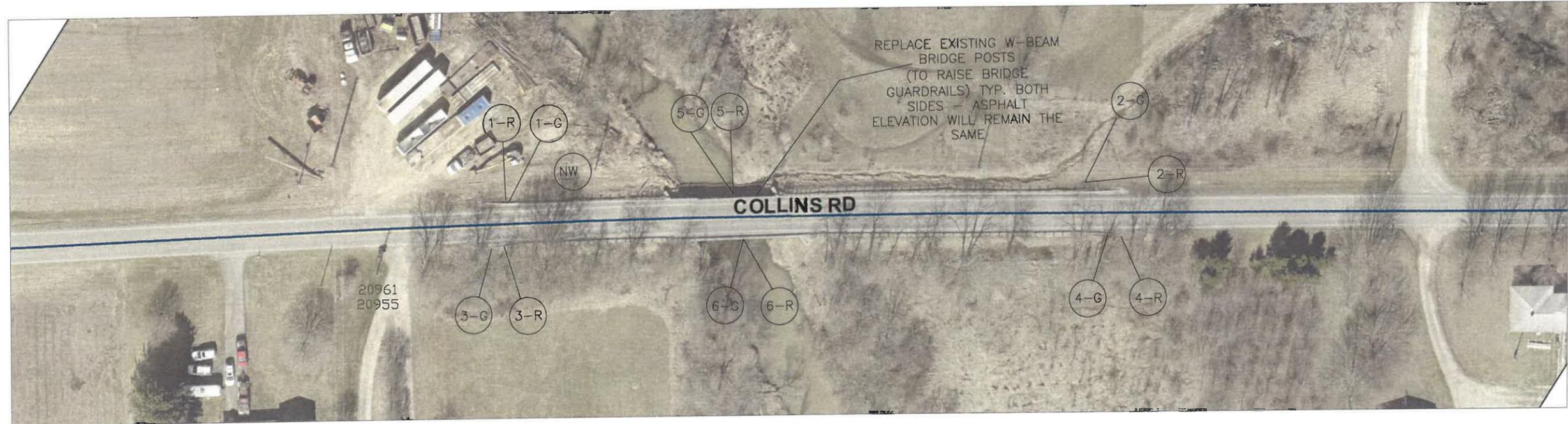
CR 78 - COLLINS ROAD - MM 0.4  
N.T.S.

ESTIMATED QUANTITIES - SUBSUMMARY																	
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	606	209	659	SPECIAL	
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP.	GUARDRAIL, TYPE 5	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	GUARDRAIL, TYPE 5, REBUILT	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP	
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	FEET	FEET	SQ. YD.	EACH	
CR-78	1-R		NE	25	1												
	2-G		SE	25	1												
	1-R		NE			24					1	1	500	500	225		
	2-G		SE			24					1	1	300	300	135		
TOTALS				50	2	48					2	2	800	800	360		



CR 78 - COLLINS ROAD - MM 0.72  
N.T.S.

ESTIMATED QUANTITIES - SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR-78	1-R		NW	25	1											
	2-R		NE	25	1											
	3-R		SW	25	1											
	4-R		SE	25	1											
	1-G		NW			24					1	1		65	60	
	2-G		NE			12					1	1		65	30	
	3-G		SW			12					1	1		65	30	
	4-G		SE			12					1	1		65	30	
TOTALS				100	4	60					4	4		260	150	

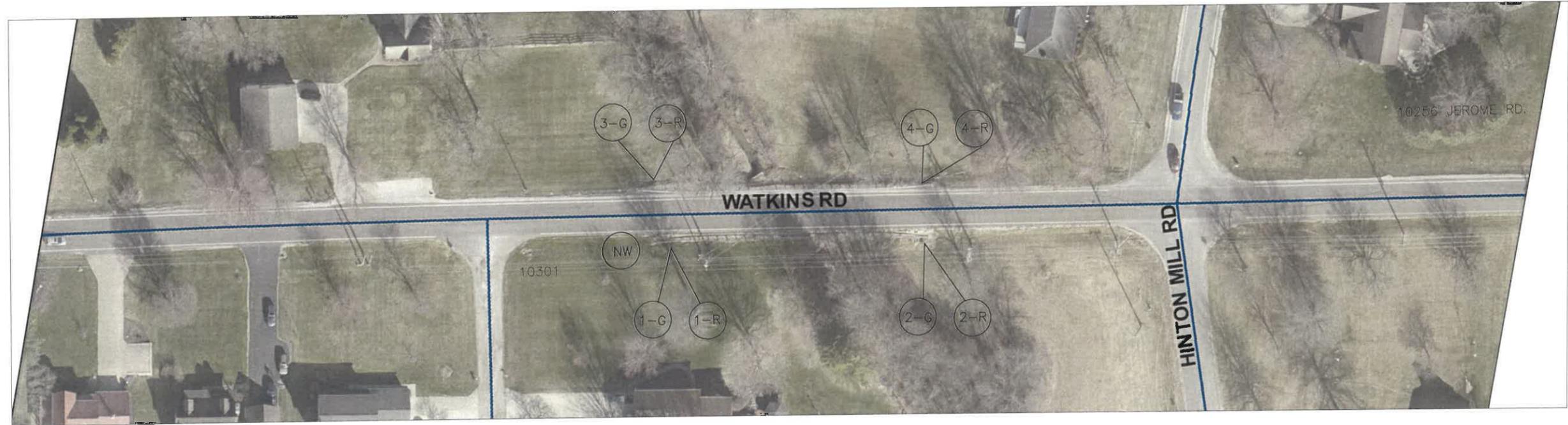


CR 78 - COLLINS ROAD - MM 2.2

N.T.S.

ESTIMATED QUANTITIES - SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	202	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL TYPE 5 REBUILT	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	BRIDGE POSTS REMOVED	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR-78	1-R		NW	25	1											
	2-R		NE	25	1											
	3-R		SW	25	1											
	4-R		SE	25	1											
	5-R		N	80												
	6-R		S	80		36	100			1	1	1		125	90	
	1-G		NW			36	100			1	1	1		130	90	
	2-G		NE			36	100			1	1	1		125	90	
	3-G		SW			36	100			1	1	1		130	90	
	4-G		SE													9
	5-G		N							87.5						9
	6-G		S							87.5						9
TOTALS				260	4	144	400		175	4	4	4	18	510	360	18

LOCATION NOTE: IF GUARDRAIL BACKING FROM THE BRIDGE CAN BE RE-USED THE COUNTY WILL CHOOSE TO RE-USE THIS. RESURFACING WILL BE DONE ON THIS ROAD AND WILL REQUIRE COORDINATION WITH THE COUNTY



CR 104 – WATKINS ROAD – MM 2.4  
N.T.S.

ESTIMATED QUANTITIES – SUBSUMMARY																
ROAD NO.	REF. NO.	ITEM EXT.	SIDE	202	202	203	606	SPECIAL	606	606	626	606	606	209	659	SPECIAL
				GUARDRAIL REMOVED, APP	ANCHOR ASSEMBLY REMOVED	EMBANKMENT, APP	GUARDRAIL, TYPE 5	RAISING GUARDRAIL HEIGHT, APP	GUARDRAIL, TYPE 5 W/ TUBULAR BACKUP	GUARDRAIL, TYPE 5 AND BRIDGE TERMINAL ASSEMBLY, TYPE 4	BARRIER REFLECTORS, TYPE A2	ANCHOR ASSEMBLY, TYPE E	ANCHOR ASSEMBLY, TYPE T	LINEAR GRADING, APP	REPAIR SEEDING AND MULCHING	BRIDGE POSTS, APP
				FEET	EACH	CU. YD.	FEET	FEET	FEET	FEET	EACH	EACH	EACH	FEET	SQ. YD.	EACH
CR-104	1-R		NW													
	2-R		SW													
	3-R		NE	25	1											
	4-R		SE	37.5	1											
	1-G		NW				75				1	1			110	
	2-G		SW				62.5				1	1			90	
	3-G		NE			36					1	1	65		110	
	4-G		SE			36					1	1	65		90	
TOTALS				62.5	2	72	137.5				4	4		130	400	

LOCATION NOTE: THE RAIL REMOVAL AND EMBANKMENT WORK WILL BE PERFORMED BY THE COUNTY AT LOCATIONS 1 AND 2, THIS WORK WILL NEED TO BE COORDINATED CLOSELY WITH THE COUNTY AND CONTRACTOR. NEW RAIL SHALL BE INSTALLED AND TYPE E END TREATMENTS TO BE INSTALLED AT THE LOCATION, LIMITS OF THE WORK WILL BE GIVEN TO THE CONTRACTOR

