

**CITY OF BELPRE
WASHINGTON COUNTY, OHIO**

2019

47130

**PROJECT WORKSHEET
PA-05-OH-4360-PW-00348(234)**

EMERGENCY LANDSLIPS REPAIR PROJECT

FARSON STREET SITE 1, SITE 2

**BID NOTICE
SPECIFICATIONS
CONTRACT**

**CITY OF BELPRE
RON CROSS**

**WASHINGTON COUNTY ENGINEER
ROGER E. WRIGHT, P.E., P.S.**

EXHIBIT A

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Section I

NOTICE TO BIDDERS

Sealed bids will be received by the City of Belpre, of Washington County, Ohio at the office of the Washington County Engineer, 103 Westview Avenue, Marietta, Ohio until **10:00 a.m., Prevailing Local Time on the 4th day of June, 2019** and will be opened and read immediately thereafter for:

The furnishing of all labor, equipment and materials required for emergency landslip repair projects on Farson St.

Copies of the Construction Plans, Bidding Forms and Specifications on the Unit Price Contract may be viewed in the Office of the Washington County Engineer, 103 Westview Avenue, Marietta, OH 45750 during regular business hours (7:00 a.m. to 5:30 p.m. Monday through Thursday). A non-refundable fee of \$10.00 will be charged for copies mailed, emailed or picked up by prospective bidders. A copy of the ODOT specifications is available in the County Engineers Office for review.

Contractors bidding on this project shall have experience in the area of work specified by the pay item and experience in the specified repair method.

Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check or letter of credit revocable only at the option of City of Belpre in the amount equal to 10% of the bid or a bond in accordance with Division (b) Section 153.54 of the Revised Code.

The "Notice to Bidders" may also be viewed and printed from the World Wide Web at the following address: <http://www.washingtongov.org>, under the "Your Government" tab, select "Board of County Commissioners" and then select "Opportunities to Bid".

Bidders shall submit all pages of Section 1 in a sealed envelope with the name and address marked outside along with the following: City of Belpre, Farson St Landslip Repairs, the County shall mark the time upon delivery.

By Order of the City of Belpre



Ron Cross

SUPPLEMENTAL INFORMATION TO BIDDERS

All proposed work shall be in accordance with the specifications and plans on file in the office of the Washington County Engineer.

The estimated cost of this project is \$132,330.00 and the project cannot be awarded if the bid exceeds the estimate by more than 10%.

Start Date: The contractor may begin work immediately after receiving a "Notice to Proceed" from the Washington County Engineer.

Completion Date: The entire project shall be completed by November 30, 2019.

The completion of this project is subject to liquidated damages as set forth in Section 108.07 of the latest Construction and Material Specifications of the state of Ohio, Department of Transportation except the daily penalty amounts shall be modified to include \$350/day for projects with original contract price \$0.00 to \$150,000 and \$450/day for projects with original contract price from \$150,001 to \$350,000 and \$500/day for projects less than \$500,000 but more than \$350,000.

All proposal guaranties will be returned immediately following the opening of the proposals except those of the lowest three (3) bidders. These guaranties will be returned within ten (10) days following award of the contract, except that of the successful bidder that will be returned after satisfactory contract bond has been furnished and the contract has been executed.

If the successful bidder has filed a bid guaranty in the form of a certified check, cashier's check or letter of credit then at the time of entering the contract, the bidder shall file a performance bond in accordance with division (C) of Section 153.54 of the Revised Code and in substantially the form provided in Section 153.57 of the Revised Code.

The minimum wage to be paid to all labor employed on this contract shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates" ascertained and determined by the State of Ohio, Department of Industrial Relations, applicable to public improvements in Washington County for Road and Bridge Construction in accordance with Sections 4115.03 and 4115.16 of the Revised Code for Ohio.

The bidder shall sign the Proposal correctly. Proposals made by an individual, shall show his name and mailing address. Proposals made by a firm or partnership shall show the name and mailing address of each member of the firm or partnership. If made by a corporation the Proposal must show the name of the state under the laws of which the corporation was chartered and the name and title of officer or officers having the authority under the by-laws to sign contracts. Anyone signing the Proposal as agent must file with it, legal authority to do so. The Proposal submitted by the Bidder will be considered by the Board of Trustees as being his lowest responsive and responsible bid, in accordance with Revised Code Section 9.312, and shall not be subject to change or alteration after submission.

The City of Belpre reserve the right to increase or decrease any quantities, waive any informalities or technicalities, and reject any/or all bids as may be deemed to be in the best interest of BELPRE City. The City of Belpre shall award the bid to the lowest responsive and responsible bidder in accordance with Ohio Revised Code Section 9.312.

Section I

The City of Belpre shall require that each of its selected contractors and each subcontractor is enrolled and in good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Bureau of Workers' Compensation.

Ohio law requires public agencies to check with the Auditor of State to determine if a prospective contractor or vendor has any unresolved findings for recovery. Any bidder who has an unresolved finding for recovery shall be considered an unresponsive bidder and will not be awarded a contract.

23 CFR 635.410, ORC 153.011, ORC 5525.21 **Steel and Iron Products Made in the United States**

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in and State of Ohio laws, and "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

- A. Federal Requirements.** All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.
- B. State Requirements.** All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.
- C. Applications.** 1. When the work is federally funded both the Federal and State requirements apply. This includes all portions of the Work, including portions that are not federally funded. 2. When the Work has no Federal funds, only the State requirements apply.
- D. Exceptions.** The Director may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The Director may grant such exceptions under either of the following conditions:
 - 1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
 - 2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The Director may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

PRICE ADJUSTMENT – ASPHALT BINDER PRICE ADJUSTMENT

The bidder shall determine the unit prices using the "Placing Index" per ton for asphalt binder PG 64-22 grade asphalt as published by the Ohio Department of Transportation and the applicable date of the bid opening, and shall rely on provisions as set forth herein to provide an adjustment for any asphalt binder price increase or decrease.

If the ratio of the PI to the BI is greater than 1.10 or less than 0.90, the Department will adjust the compensation the contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

Section I

For a price increase:

$$PA = \left(\frac{PI}{BI} - 1.10 \right) \times C \times Q$$

For a price decrease:

$$PA = \left(\frac{PI}{BI} - 0.90 \right) \times C \times Q$$

Where:

PA = Price Adjustment

BI = Bidding Index, the asphalt binder index for the month the project is bid

PI = Placing Index, the asphalt binder index for the month the asphalt concrete is placed

C = BI x percent virgin asphalt binder / 100

Q = Eligible quantity of asphalt concrete in tons (metric tons)

The percent of virgin asphalt binder used to calculate C is determined from the approved Job Mix Formula (JMF).

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for the price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established according to the Department's Construction and Material Specifications Item 401.21.

If eligible asphalt concrete is placed beyond an approved Contract Completion Date, the Department will base price adjustments on either the PI for the last month of the approved Contract Completion Date, or the PI for the actual month of placing, using whichever PI is less.

Section I

SPECIFICATIONS FOR EMERGENCY LANDSLIP REPAIR PROJECT CITY OF BELPRE, FARSON ST.

GENERAL

All proposed work shall be in accordance with these specifications and the project plans on file in the Office of the Washington County Engineer. The 2016 Construction and Materials Specifications (CMS) including Supplemental Specification, of the State of Ohio Department of Transportation (ODOT) together with other City of Belpre requirements noted herein will govern this improvement. Where there is a conflict between the ODOT, CMS, and these plans and specifications, these plans and specifications shall govern.

DESCRIPTION

This work shall consist of furnishing of all services, labor, equipment and materials required for the two emergency landslip repair projects on Farson St, in the City of Belpre, as described in the project descriptions. See Washington County Best Practice Pipe Piling System for details related to pipe pile repair when specified.

MATERIALS

All materials shall meet current ODOT Specifications and shall come from a source certified by ODOT.

PRE-CONSTRUCTION MEETING

A post-award, pre-construction meeting shall be held at the Washington County Engineers Office, 103 Westview Avenue, Marietta, and a minimum of one (1) week prior to the start of construction. The Contractor shall coordinate a date and time with the County. At the pre-construction meeting the Contractor shall be responsible for providing the following deliverables:

1. List of all subcontractors, and work to be subcontracted for the project
2. Construction schedule, start date and order the projects will be repaired
3. List of all materials to be used:
 - a. Steel piling certification and documentation that pipe pile meets specifications listed herein
 - b. List of aggregate suppliers such that the City can document that all aggregate is ODOT approved prior to the start of the project
 - c. Any other material to be used on the project or relevant documentation that materials meet specifications
4. Estimated length of road closure for each project site

Special circumstances, possible delays, utility coordination and any other pertinent concerns will be discussed during this meeting.

In lieu of meeting in person at the County Engineers Office, the Contractor may elect to provide deliverables via email or mail and conduct a phone conference by the time frame specified above.

Section I

CONSTRUCTION

The roadway may be closed to all traffic during pile driving, deadman pile / tie rod installation activities. The Contractor shall coordinate road closure with the City and provide advance notice to the City and County and post advance notice signage prior to the start of road closure work.

The Contractor shall give the City a minimum of one (1) week notice prior to road closure to allow the City time to coordinate the road closure with other entities.

During all other construction activities that are feasible to allow traffic to flow, the Contractor shall maintain two way traffic for local traffic using flaggers in accordance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and the proper techniques for maintenance of traffic in a moving work zone per ODOT Standard Drawing MY 97.11. Advanced warning signs shall be placed at intervals sufficient to warn drivers coming from side roads.

If the Contractor requests, and the City approves, the roadway closure may be extended to allow for other construction activities. The Contractor shall estimate the amount of road closure for each project and if possible, present any requests for road closure at the pre-construction conference.

See site specifications for each project for any additional traffic control related items.

STEEL LINE PIPE

If a project specifies steel line pipe the contractor shall provide a smooth wall steel casing, new or used in good condition with no section loss or heavy pitting, minimum wall thickness 0.3". If possible the contractor shall provide a steel casing with no joints; if joints are required they shall be a threaded collar or fully welded connection. Galvanized corrugated metal culvert shall not be permitted.

Pipe bedding and backfill shall be 304 aggregate, the contract price shall include all work for removal of existing pipe and installation of new pipe including bedding, backfill, compaction, etc. unless otherwise paid for under other bid items.

TEST PILE

A minimum of two test piles shall be driven with a project inspector present. Contractor and inspector shall determine exact location of test piles prior to any other piling being driven. Contractor shall first drive test piles to determine depth of rock and suitability of strata by continuing to drive pile to absolute refusal (typical rock depth in Washington County 20 feet). Based on results of test pile, inspector shall determine if the County Engineer should be notified for possible change of scope or to proceed forward with landslip repair as described herein.

Section I

FARSON ST, SITE 1

Located in City of Belpre, 1.16 mm, 1160 Farson St, 90 ft Piling Landslip Repair

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY
448	AGGREGATE BASE, SHOULDER	CU YD	28.0
304	AGGREGATE BASE, ROAD	CU YD	11.0
203	EMBANKMENT - BORROW	CU YD	100.0
254	PAVEMENT PLANING, ASPHALT CONCRETE	SQ YD	25.0
507	6" PIPE PILING	LIN FT	470.0
SPECIAL	WELDING FOR PIPE PILE SPLICE, if needed	EA	1.0
SPECIAL	CRIBBING (USED/RECLAIMED GUARDRAIL)	SQ FT	630.0
203	EXCAVATION AND BACKFILL	CU YD	93.0
SPECIAL	WHALER BEAM AND STRUTS, AS PER PLAN	LIN FT	90.0
507	6" PIPE PILING, DEADMAN PILE, 15 FT, SPACED AT 12 FT	LIN FT	98.0
SPECIAL	TIE RODS, 1" HOT ROLLED ROUND STOCK	LIN FT	195.0
304	AGGREGATE BASE, SHOULDER	CU YD	6.7
601	ROCK CHANNEL PROTECTION, TYPE A, WITH FILTER, as PER PLAN	CU YD	40.0
601	ROCK CHANNEL PROTECTION, TYPE B, WITH FILTER, as PER PLAN	CU YD	53.0
511	CONCRETE, CLASS C	CU YD	2.0
614	MAINTENANCE OF TRAFFIC	LUMP	1.0
624	MOBILIZATION	LUMP	1.0
	PREMIUM FOR PERFORMANCE BOND	LUMP	1.0

PILING LANDSLIP REPAIR, 90 FT, WITH 7 FT CRIB HEIGHT. PILING REPAIR OF LANDSLIP INCLUDES A MINIMUM 6 INCH O.D. PIPE PILE WITH A MINIMUM WALL THICKNESS OF 0.312 INCH, WITH PILING DRIVEN ON 4 FT CENTERS ASSUMING A DRIVING LENGTH OF 20 FT. DRIVE PILING 4 FT OFF THE EDGE OF PAVEMENT, CARE SHALL BE TAKEN TO CREATE A UNIFORM LINE OF PILE. EXCAVATE THE DOWNSLOPE TO A DEPTH OF 7 FT BELOW PAVEMENT GRADE. WELD CRIBBING OF USED GALVANIZED DEEP BEAM GUARDRAIL, FROM THE BOTTOM OF THE EXCAVATION TO THE ROAD GRADE. DRIVE DEADMAN PILE APPROXIMATELY 30 FT FROM PIPE PILE ALONG THE EDGE OF THE OPPOSITE TRAVELING LANE IN THE BERM / DITCH AREA, SPACED AT 12 FT, ESTIMATED DRIVE LENGTH OF 15 FT. SECURELY WELD TIE RODS BETWEEN THE PIPE PILE AND DEADMAN PILE. PLACE ROCK CHANNEL PROTECTION, WITH FILTER FABRIC, AT THE BOTTOM OF THE EXCAVATION FOR A DEPTH OF 7 FT ENTIRE LENGTH, EXTEND FILTER FABRIC UP THE FACE OF THE GUARDRAIL CRIBBING ENTIRE LENGTH OF EXCAVATION. PAYMENT FOR ADDITIONAL FILTER FABRIC TO BE INCLUDED IN THE ROCK CHANNEL PROTECTION. EXTEND ROCK CHANNEL PROTECTION TO THE EDGE OF EXCAVATION AND CREATE A WEEP DRAIN OUTSIDE THE EXCAVATION TO THE DOWNSLOPE. LEAVE THE FIRST PILE AND EVERY OTHER PILE THEREAFTER AT 3 FT ABOVE THE EDGE OF PAVEMENT SUCH THAT GUARDRAIL CAN OR COULD BE ATTACHED TO PIPE PILE AND THE GUARDRAIL WOULD MAINTAIN A UNIFORM LINE BEFORE AND AFTER THE SLIP, COST FOR SPOT WELDING TO BE INCLUDED IN GUARDRAIL ITEMS WHEN APPLICABLE. TRIM ALL OTHER PILING AT THE SAME ELEVATION AND A MINIMUM OF 6 INCHES ABOVE THE ROAD SURFACE. A WHALER BEAM SHALL BE USED TO UNITIZE DRIVEN PILE, AND PLACED AT THE TOP OF THE CRIBBING IN A UNIFORM LINE WELDED TO EVERY PILE. WHALER SECTION PROPERTIES TO BE A MINIMUM C CHANNEL 6 INCH BY 10.5 POUNDS, WITH MINIMUM 1/4 INCH PLATE STRUTS WELDED AT EACH PILE TO THE C CHANNEL AND PIPE PILE, COST FOR THE STRUTS TO BE INCLUDED IN THE WHALER BEAM. PLACE BORROW MATERIAL OVER THE REMAINING EXCAVATED AREA TO RESTORE THE ROAD EDGE, PLACE SUITABLE EXCAVATED MATERIAL ENTIRE LENGTH OF SLIP TO MATCH THE ROAD SURFACE AND SLOPED DOWNWARD TO THE TOP OF CRIBBING. PLACE 304 AGGREGATE BASE TO RESTORE ROAD BASE WITHIN THE SLIP AREA. FILL ALL PIPE PILE WITH CONCRETE, CLASS C. PLANE EXISTING PAVEMENT BOTH ENDS OF SLIP TO CREATE A BUTT JOINT TYPE PATCH. UTILIZE A PAVER TO REPAIR PAVEMENT SURFACE WITH ITEM 448, ESTIMATED REPAIR, 90 FT X 20 FT X 5 INCHES, PAVEMENT TO BE PLACED IN TWO LIFTS. SEAL PATCH ALL SIDES WITH LIQUID BITUMINOUS MATERIAL, COST TO BE INCLUDED IN ITEM 448. PLACE 304 AGGREGATE BASE SHOULDER TO CREATE AGGREGATE BERM ENTIRE LENGTH OF SLIP. ALL PIPE PILE SHALL BE A FACTORY SECOND, STRUCTURAL GRADE OR BETTER; ALL AGGREGATE SHALL BE ODOT APPROVED. SEE WASHINGTON COUNTY BEST PRACTICE PIPE PILING SYSTEM STANDARD DRAWING FOR DETAILS. REQUIRES PREVAILING WAGE, WORKERS COMPENSATION AND PROPERTY DAMAGE AND LIABILITY INSURANCE.

Section I

FARSON ST, SITE 2

Located in City of Belpre, 1.15 mm, 1150 Farson St, 80 ft Piling Landslip Repair

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY
448	Asphalt, Surface Course, Type 1, PG64-22	CU YD	25.0
304	AGGREGATE BASE	CU YD	10.0
203	EMBANKMENT - BORROW	CU YD	119.0
254	PAVEMENT PLANING, ASPHALT CONCRETE	SQ YD	23.0
507	6" PIPE PILING	LIN FT	420.0
SPECIAL	WELDING FOR PIPE PILE SPLICE, if needed	EA	1.0
SPECIAL	CRIBBING (USED/RECLAIMED GUARDRAIL)	SQ FT	640.0
203	EXCAVATION AND BACKFILL	CU YD	95.0
SPECIAL	WHALER BEAM AND STRUTS, AS PER PLAN	LIN FT	80.0
507	6" PIPE PILING, DEADMAN PILE, 15 FT, SPACED AT 12 FT	LIN FT	85.0
SPECIAL	TIE RODS, 1" HOT ROLLED ROUND STOCK	LIN FT	170.0
304	AGGREGATE BASE, SHOULDER	CU YD	5.9
601	ROCK CHANNEL PROTECTION, TYPE A, WITH FILTER, as PER PLAN	CU YD	47.0
601	ROCK CHANNEL PROTECTION, TYPE B, WITH FILTER, as PER PLAN	CU YD	24.0
601	ROCK CHANNEL PROTECTION, TYPE C, WITH FILTER, as PER PLAN	CU YD	24.0
511	CONCRETE, CLASS C	CU YD	2.0
614	MAINTENANCE OF TRAFFIC	LUMP	1.0
624	MOBILIZATION	LUMP	1.0
	PREMIUM FOR PERFORMANCE BOND	LUMP	1.0

PILING LANDSLIP REPAIR, 80 FT, WITH 8 FT CRIB HEIGHT. PILING REPAIR OF LANDSLIP INCLUDES A MINIMUM 6 INCH O.D. PIPE PILE WITH A MINIMUM WALL THICKNESS OF 0.312 INCH, WITH PILING DRIVEN ON 4 FT CENTERS ASSUMING A DRIVING LENGTH OF 20 FT. DRIVE PILING 4 FT OFF THE EDGE OF PAVEMENT, CARE SHALL BE TAKEN TO CREATE A UNIFORM LINE OF PILE. EXCAVATE THE DOWNSLOPE TO A DEPTH OF 8 FT BELOW PAVEMENT GRADE. WELD CRIBBING OF USED GALVANIZED DEEP BEAM GUARDRAIL, FROM THE BOTTOM OF THE EXCAVATION TO THE ROAD GRADE. DRIVE DEADMAN PILE APPROXIMATELY 30 FT FROM PIPE PILE ALONG THE EDGE OF THE OPPOSITE TRAVELING LANE IN THE BERM / DITCH AREA, SPACED AT 12 FT, ESTIMATED DRIVE LENGTH OF 15 FT. SECURELY WELD TIE RODS BETWEEN THE PIPE PILE AND DEADMAN PILE. PLACE ROCK CHANNEL PROTECTION, WITH FILTER FABRIC, AT THE BOTTOM OF THE EXCAVATION FOR A DEPTH OF 8 FT ENTIRE LENGTH, EXTEND FILTER FABRIC UP THE FACE OF THE GUARDRAIL CRIBBING ENTIRE LENGTH OF EXCAVATION. PAYMENT FOR ADDITIONAL FILTER FABRIC TO BE INCLUDED IN THE ROCK CHANNEL PROTECTION. EXTEND ROCK CHANNEL PROTECTION TO THE EDGE OF EXCAVATION AND CREATE A WEEP DRAIN OUTSIDE THE EXCAVATION TO THE DOWNSLOPE. LEAVE THE FIRST PILE AND EVERY OTHER PILE THEREAFTER AT 3 FT ABOVE THE EDGE OF PAVEMENT SUCH THAT GUARDRAIL CAN OR COULD BE ATTACHED TO PIPE PILE AND THE GUARDRAIL WOULD MAINTAIN A UNIFORM LINE BEFORE AND AFTER THE SLIP, COST FOR SPOT WELDING TO BE INCLUDED IN GUARDRAIL ITEMS WHEN APPLICABLE. TRIM ALL OTHER PILING AT THE SAME ELEVATION AND A MINIMUM OF 6 INCHES ABOVE THE ROAD SURFACE. A WHALER BEAM SHALL BE USED TO UNITIZE DRIVEN PILE, AND PLACED AT THE TOP OF THE CRIBBING IN A UNIFORM LINE WELDED TO EVERY PILE. WHALER SECTION PROPERTIES TO BE A MINIMUM C CHANNEL 6 INCH BY 10.5 POUNDS, WITH MINIMUM 1/4 INCH PLATE STRUTS WELDED AT EACH PILE TO THE C CHANNEL AND PIPE PILE, COST FOR THE STRUTS TO BE INCLUDED IN THE WHALER BEAM. PLACE BORROW MATERIAL OVER THE REMAINING EXCAVATED AREA TO RESTORE THE ROAD EDGE, PLACE SUITABLE EXCAVATED MATERIAL ENTIRE LENGTH OF SLIP TO MATCH THE ROAD SURFACE AND SLOPED DOWNWARD TO THE TOP OF CRIBBING. PLACE 304 AGGREGATE BASE TO RESTORE ROAD BASE WITHIN THE SLIP AREA. FILL ALL PIPE PILE WITH CONCRETE, CLASS C. PLANE EXISTING PAVEMENT ENTIRE BOTH ENDS OF SLIP TO CREATE A BUTT JOINT TYPE PATCH. UTILIZE A PAVER TO REPAIR PAVEMENT SURFACE WITH ITEM 448, ESTIMATED REPAIR, 80 FT X 20 FT X 5 INCHES, PAVEMENT TO BE PLACED IN TWO LIFTS. SEAL PATCH ALL SIDES WITH LIQUID BITUMINOUS MATERIAL, COST TO BE INCLUDED IN ITEM 448. PLACE 304 AGGREGATE BASE SHOULDER TO CREATE AGGREGATE BERM ENTIRE LENGTH OF SLIP. THE DOWNSLOPE SHALL BE PULLED BACK UPHILL AND GRADED UNIFORMLY WITH EXCESS MATERIAL REMOVED FROM SITE, FROM THE RIGHT OF WAY LINE TO THE BACK EDGE OF PILE/CRIBBING, CONTRACTOR SHALL TAKE CARE AS TO NOT BLOCK THE WEEP DRAIN DURING GRADING. ALL PIPE PILE SHALL BE A FACTORY SECOND, STRUCTURAL GRADE OR BETTER; ALL AGGREGATE SHALL BE ODOT APPROVED. SEE WASHINGTON COUNTY BEST PRACTICE PIPE PILING SYSTEM STANDARD DRAWING FOR DETAILS. REQUIRES PREVAILING WAGE, WORKERS COMPENSATION AND PROPERTY DAMAGE AND LIABILITY INSURANCE.

Section I

PREPARATION OF PROPOSAL

The blank spaces in the proposal must be filled in correctly, where indicated, and typed or written in ink. Erasures, strikeouts and/or whiteout shall void bid.

The bidder is required to enter a unit price bid in the "Unit Price Bid" column and to multiply the unit price bid times the quantity set forth for the "Reference No." and then to enter the result in the "Total" column. The bidder is further required to enter a lump sum bid in the "Total" column for each "Reference No." which requires a "Lump Sum Bid." The bidder shall then add all of the figures in the "Total" column and enter the sum in the three (3) spaces provided for the "TOTAL AMOUNT OF THE BID."

Failure by a bidder to enter a unit price or lump sum price for each item set forth in the bid proposal will render the bid informal.

The "TOTAL AMOUNT OF THE BID" set forth on the "Summary Proposal Form" page is only for the convenience of the City of Belpre in reading bids. The unit price entered in the "Unit Price Bid" column and the lump sum price entered in the "Total" column will govern the award of contract.

**SUMMARY PROPOSAL FORM
CITY OF BELPRE
WASHINGTON COUNTY, OHIO**

**EMERGENCY LANDSLIP REPAIR PROJECTS
FARSON ST**

The undersigned, having full knowledge of the sites, plans, addenda and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans, specifications, addenda and completion date, and to accept the unit prices specified for each item as full compensation for the work in this proposal.

The "TOTAL AMOUNT OF THE BID" based on the "Approximate Unit Quantities" given times the unit price specified by the bidder amounts to the sum:

_____ (\$ _____)
IN INK

Bidder's Name: _____

Telephone: _____ Fax: _____

E-mail: _____

Mailing Address: _____

Federal Tax I.D. Number: _____

Oaks I.D. Number (If available): _____

NOTE: CHECK YOUR BID FOR CORRECTNESS. ERRORS IN ADDITION AND/OR EXTENSION WILL BE CORRECTED BY THE WASHINGTON COUNTY ENGINEER PRIOR TO RECOMMENDATION OF AWARD. ERASURES, STRIKEOVER, STRIKETHROUGH, AND/OR WHITEOUT SHALL VOID THIS BID.

*** 100% BID GUARANTY BOND REQUIRED ***

(OR CERTIFIED OR CASHIER'S CHECK IN THE AMOUNT OF 10% OF THE BID)

NOTE: BIDDERS ARE TO RETURN ALL PAGES IN SECTION 1 WITH SATISFACTORY BOND.

Section I

**UNIT BID PRICE FORM
EMERGENCY LANDSLIP REPAIR
SITE 1 OF 2**

**PROJECT: 1160 FARSON ST, CITY OF BELPRE
1.16 mm PILING LANDSLIP REPAIR, 90 FT, SITE 1**

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
448	AGGREGATE BASE, SHOULDER	CU YD	28.0		
304	AGGREGATE BASE, ROAD	CU YD	11.0		
203	EMBANKMENT - BORROW	CU YD	100.0		
254	PAVEMENT PLANING, ASPHALT CONCRETE	SQ YD	25.0		
507	6" PIPE PILING	LIN FT	470.0		
SPECIAL	WELDING FOR PIPE PILE SPLICE, if needed	EA	1.0		
SPECIAL	CRIBBING (USED/RECLAIMED GUARDRAIL)	SQ FT	630.0		
203	EXCAVATION AND BACKFILL	CU YD	93.0		
SPECIAL	WHALER BEAM AND STRUTS, AS PER PLAN	LIN FT	90.0		
507	6" PIPE PILING, DEADMAN PILE, 15 FT, SPACED AT 12 FT	LIN FT	98.0		
SPECIAL	TIE RODS, 1" HOT ROLLED ROUND STOCK	LIN FT	195.0		
304	AGGREGATE BASE, SHOULDER	CU YD	6.7		
601	ROCK CHANNEL PROTECTION, TYPE A, WITH FILTER, as PER PLAN	CU YD	40.0		
601	ROCK CHANNEL PROTECTION, TYPE B, WITH FILTER, as PER PLAN	CU YD	53.0		
511	CONCRETE, CLASS C	CU YD	2.0		
614	MAINTENANCE OF TRAFFIC	LUMP	1.0		
624	MOBILIZATION	LUMP	1.0		
	PREMIUM FOR PERFORMANCE BOND	LUMP	1.0		
				TOTAL SITE 1	

Section I

**UNIT BID PRICE FORM
EMERGENCY LANDSLIP REPAIR
SITE 2 OF 2**

**PROJECT: 1150 FARSON ST, CITY OF BELPRE
1.15 mm PILING LANDSLIP REPAIR, 80 FT NEW, SITE 2**

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	ITEM TOTAL
448	Asphalt, Surface Course, Type 1, PG64-22	CU YD	25.0		
304	AGGREGATE BASE	CU YD	10.0		
203	EMBANKMENT - BORROW	CU YD	119.0		
254	PAVEMENT PLANING, ASPHALT CONCRETE	SQ YD	23.0		
507	6" PIPE PILING	LIN FT	420.0		
SPECIAL	WELDING FOR PIPE PILE SPLICE, if needed	EA	1.0		
SPECIAL	CRIBBING (USED/RECLAIMED GUARDRAIL)	SQ FT	640.0		
203	EXCAVATION AND BACKFILL	CU YD	95.0		
SPECIAL	WHALER BEAM AND STRUTS, AS PER PLAN	LIN FT	80.0		
507	6" PIPE PILING, DEADMAN PILE, 15 FT, SPACED AT 12 FT	LIN FT	85.0		
SPECIAL	TIE RODS, 1" HOT ROLLED ROUND STOCK	LIN FT	170.0		
304	AGGREGATE BASE, SHOULDER	CU YD	5.9		
601	ROCK CHANNEL PROTECTION, TYPE A, WITH FILTER, as PER PLAN	CU YD	47.0		
601	ROCK CHANNEL PROTECTION, TYPE B, WITH FILTER, as PER PLAN	CU YD	24.0		
601	ROCK CHANNEL PROTECTION, TYPE C, WITH FILTER, as PER PLAN	CU YD	24.0		
511	CONCRETE, CLASS C	CU YD	2.0		
614	MAINTENANCE OF TRAFFIC	LUMP	1.0		
624	MOBILIZATION	LUMP	1.0		
	PREMIUM FOR PERFORMANCE BOND	LUMP	1.0		
				TOTAL SITE 2	

Grand Total Bid in Words:

UNIT PRICE shall govern over TOTAL in case of discrepancy. If the plans or other quantity estimates shown herein differ from this unit price bid form, bid as shown on this sheet. Final payment will be based on actual quantities at the bid unit price.

NOTE: CHECK YOUR BID FOR CORRECTNESS. ERRORS IN ADDITION AND/OR EXTENSION WILL BE CORRECTED BY THE WASHINGTON COUNTY ENGINEER PRIOR TO RECOMMENDATION OF AWARD.

ERASURES, STRIKEOVER, STRIKETHROUGH, AND/OR WHITEOUT SHALL VOID THIS BID.

* 100% BID GUARANTY BOND REQUIRED *
(OR CERTIFIED OR CASHIER'S CHECK IN THE AMOUNT OF 10% OF THE BID)

Section I

CERTIFICATE OF LIABILITY INSURANCE

The bidder, in order to secure consideration of his proposal, will herewith furnish the City of Belpre with a general liability Certificate of Insurance in the amount of One Million Dollars (\$1,000,000) for this project.

The bidder shall also certify that he will cause the City of Belpre, Washington County, Ohio to be named as additional insured if he is awarded the contract.

CERTIFIED

Company

Signature

Date

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The Bidder hereby certifies, 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 therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgement rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses, please set out the exceptions on the lines below. 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 Unites State Code, Section 1746.

PROPOSAL (BINDER)

(This page must be executed, in the appropriate place, prior to submission of this bid).

WRITTEN CONTRACT

On acceptance of the proposal for said work _____ do
hereby bind _____ this day of _____, 2019 to enter into a written contract
with the City of Belpre, Washington County, Ohio within ten days from the date of notice of award.
myself or ourselves I or we

IF AN INDIVIDUAL, SIGN BELOW:

Name Post Office Address

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

Trade Name Post Office Address

Sole Owner By

IF A PARTNERSHIP, SIGN BELOW:

Name of Partnership Post Office Address

By _____
Partner Post Office Address

Partner Post Office Address

IF A JOINT BID, SIGN BELOW:

Name Name

By _____ By _____

Post Office Address Post Office Address

IF A CORPORATION, SIGN BELOW:

Name of Corporation

Incorporated under the laws of the State of _____

By _____
Signature Title of Officer Signing

Section I

AFFIDAVIT

(To be filled in and executed if Contractor or Corporation)

STATE OF _____)

)ss

COUNTY OF _____)

_____ being duly sworn, deposes and says that he is
Secretary of _____ a corporation organized and existing
under and by virtue of the laws of the State of _____ and having its
Principal Office at _____

Number and Street

_____, County _____, State _____

City

Name of County

State

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

Name of Corporation

Affiant further says that _____

Name of Officer

_____ of the corporation is duly

Title

authorized to sign the contract for _____ for said corporation by

virtue of _____

State whether a provision of by-law or a resolution of the Board of Directors. If by resolution, give date of adoption.

Signature of Officer

Sworn to before me and subscribed in my presence this _____ day of _____,
201____.

Notary of Public in and for

_____ County, State of _____

My Commission expires _____

Section I

NON-COLLUSION AFFIDAVIT

STATE OF _____)

)ss

COUNTY OF _____)

_____, being first duly sworn, deposes

and says that he is _____
Sole Owner, Partner, President, etc.

of _____ the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against _____ or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true, and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of

_____, 201____.

Notary of Public in and for

_____ County, Ohio

My Commission expires _____

153.57 Form of Bond.

(A) The bond provided for in division (C)(1) of section 153.54 of the Revised Code shall be in substantially the following form, and recovery of any claimant thereunder shall be subject to sections 153.01 to 153.60 of the Revised Code, to the same extent as if the provisions of those sections were fully incorporated in the bond form:

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned: as principal and as sureties, are hereby held and firmly bound unto City of Belpre, Washington County, Ohio in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the Project known as:

Signed and Sealed this day of

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the day of,, enter into a contract with the City of Belpre, Washington County, Ohio, which said contract is made a part of this bond the same as though set forth herein;

Now, therefore, if the above-named Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions, or additions in or to the terms of the Contract, the work or the contract documents, including without limitation, the plans and specifications.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney -in-Fact

Section I

SURETY INFORMATION:

Street

City

State

Zip Code

Telephone Number

SURETY AGENTS INFORMATION:

Agency Name

Street

City

State

Zip Code

Telephone Number

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Belpre, Washington County, Ohio, acting by and through _____, President, hereinafter designated the Owner, and _____ of the City of _____, County of _____ and State of _____, hereinafter designated the Contractor:

WITNESSETH: That the parties to these present, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the owner for itself, its successors and assigns, and the contractor for _____ and _____ heirs, executors, administrators, successors, and assigns as follows:

That the contractor, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at _____ own cost and expense, furnish all labor, materials and equipment necessary to complete the entire project in accordance with the Proposal submitted on _____, 201____ and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings or Plans therein mentioned which Specifications, General Provisions, Special Provisions and Drawings therein mentioned, together with the Schedules, Certificates, Affidavits, Notice to Bidders, Bid Forms and Bid Documents, Proposal and Bonds are hereby made a part of this Agreement, and incorporated by reference herein, all said work to be fully completed to the satisfaction of the Engineer and to the acceptance of the City of Belpre, Washington County, Ohio.

Attest: Contractor _____ By _____

City of Belpre, Washington County, Ohio,

By _____

Section I

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL OR PROPERTY TAXES**
ORC 5719.042

STATE OF _____)
COUNTY OF _____)ss

I, _____ individually or as agent or representative
for _____, having been awarded a contract let by competitive bid
for the purpose of _____
hereby state that neither I, nor the above-listed contractor or supplier were charged with any delinquent
personal property taxes on the general tax list of personal property in Washington County at the time the
bid for this project was submitted, under the above-listed names or under any other names.

Sworn to before me and subscribed in my presents this _____ day of _____, 201__.

Notary Public

In consideration of the award of the contract designated above, the above statement is incorporated into
the contract as a covenant of the undersigned.

_____ for the contractor or supplier

NOTICE TO CONTRACTORS:

DO NOT COMPLETE THIS FORM IF YOU HAVE BEEN CHARGED WITH DELINQUENT
PERSONAL PROPERTY TAXES ON THE GENERAL TAX LIST OF PERSONAL PROPERTY IN
WASHINGTON COUNTY, OHIO. REQUEST THAT THIS FORM BE REPLACED WITH AFFIDAVIT OF
DELINQUENCY OF PERSONAL PROPERTY TAXES.

Section I

CERTIFICATE OF FISCAL OFFICER

I, Ron Cross of the City of Belpre, Washington County, Ohio do hereby certify that there is in the Treasury or in the process of collection, the sum of:

Dollars (\$ _____)

to pay for the contract between _____ and the City of Belpre, Washington County, Ohio, and that said funds are un-appropriated for any other purpose.

City of Belpre Officer

Purchase Order No. _____

Entered _____

Account No. _____

CERTIFICATE OF BOARD

We, the Board of the City of Belpre, Washington County, Ohio in formal session, hereby approve these plans and specifications and certify that the right of way necessary for this improvement is available and declare that the making of this improvement is necessary and in the public interest.

Board of City of Belpre

Date: _____

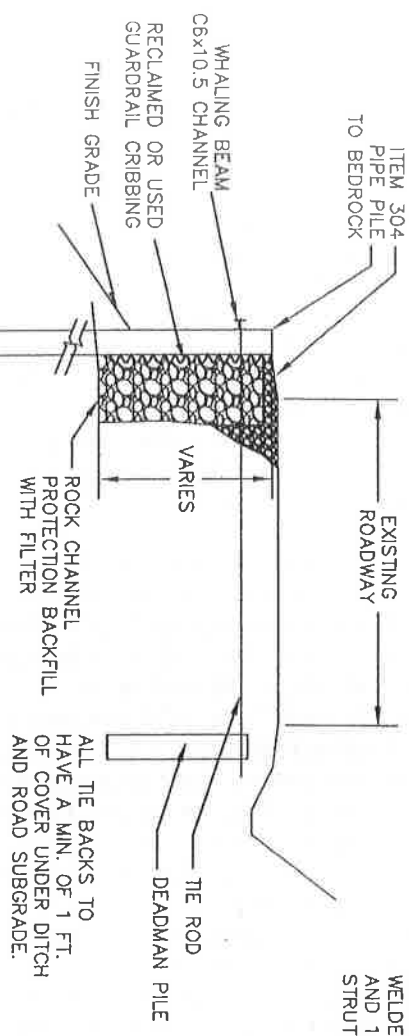
CERTIFICATE OF COUNTY ENGINEER

I hereby approve these plans and specifications and declare that the making of this improvement will or will not require the closing of traffic of the highway and that provisions for the maintenance and safety of traffic have been provided for in the General Specifications.

Washington County Engineer

Date: _____

PIPE PILING
DRIVEN IN AREA OF
ROAD DITCH

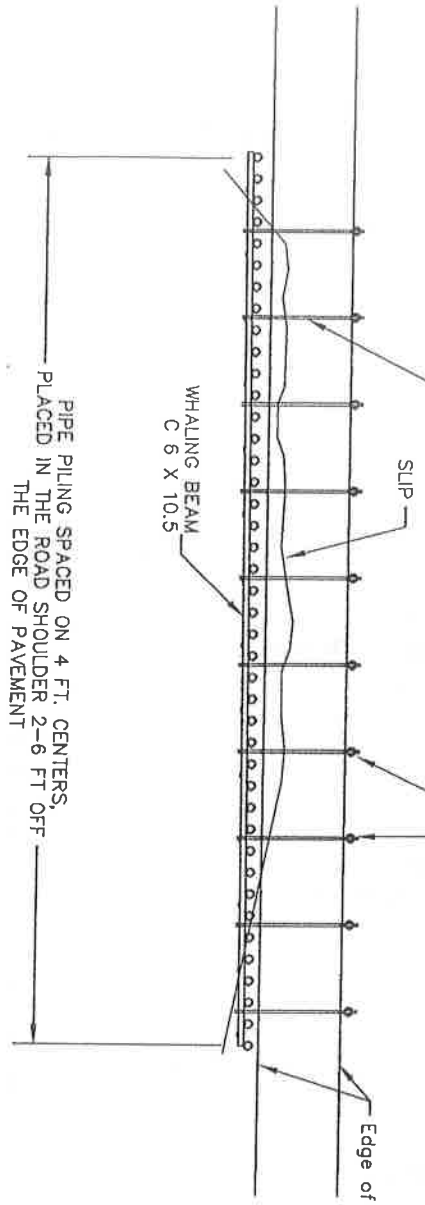


TYPICAL SECTION

1" HOT ROLLED ROUND STOCK
TO BE THREADED WITH WASHER
AND NUT OR WELD TO PILE AND/OR WHALER

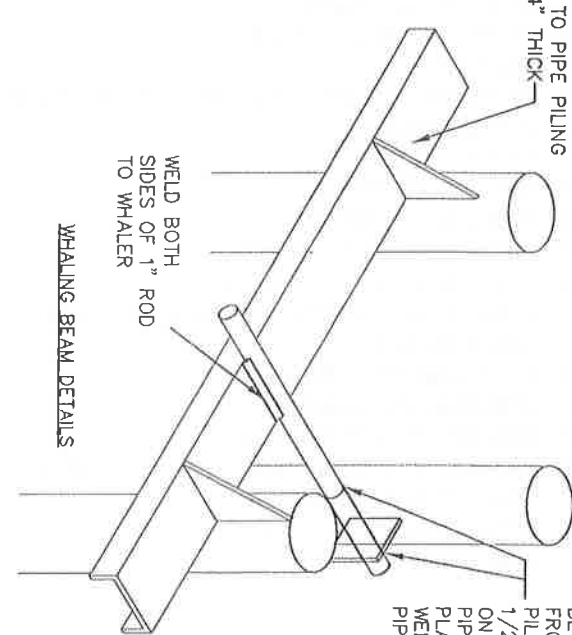
PIPE PILING
DRIVEN IN AREA OF
ROAD DITCH 12 FT. ON
CENTER

Edge of Pav't



PLAN VIEW

C6x10.5 CHANNEL
WHALING BEAM
WELDED TO PIPE PILING
AND 1/4" THICK
STRUT



WHALING BEAM DETAILS

1" HOT ROLLED
ROUND STOCK TO
BE WELDED TO THE
FRONT OF PIPE
PILE AND
1/2" x 4" x 4" PLATE
ON THE BACK OF
PIPE PILE.
PLATE SHALL BE
WELDED TO THE
PIPE PILE.

TYPICAL LANDSLIP REPAIR DETAILS

THIS IS GENERAL CONSTRUCTION METHODS TO BE
USED AT ANY TYPICAL LOCATION IN CONJUNCTION
WITH THE WRITTEN BID SPECIFICATIONS THAT
CONTAIN SPECIFIC INFORMATION FOR EACH
PARTICULAR SITE. FOR EXAMPLE THE DIAMETER OF
PIPE PILE OR THE TYPE OF CRIBBING.

Prepared by:

Robert J. ...
Washington County Engineer



**SECTION II – CITY OF BELPRE
GENERAL SPECIFICATIONS and INFORMATION TO BIDDERS**

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1. DEFINITIONS

Whenever the words defined in this paragraph, or pronouns used in their stead, occur in this contract they shall have the meaning herein given:

(a) City, or Owner, shall mean the City of Belpre acting through its authorized representative, the Board of City Council.

(b) Contractor or bidder shall mean any person, firm or corporation entering into the Contract or Contracts covered under these specifications for the performance of the work required by it or agent appointed to act for said party in the performance of the work.

(c) Engineer shall mean the duly elected, qualified and acting Engineer of Washington County, Ohio, or such assistants as he may appoint, authorize and assign to administer the contract.

(d) Or Equal. Wherever a particular brand, make of material, device or equipment is specified, it is to be regarded as a standard. The contractor may proffer for acceptance other makes, brands, devices or equipment in place of those specified. If in the opinion and judgment of the Owner, the items offered and the work proposed is considered to be a satisfactory equal to that called for in the specifications, the Owner may approve of the use of the substitute offered, and it will be accepted for the work provided; further, that all materials, methods and workmanship shall be appropriate and in accordance with best modern practice as determined by Owner, who shall be the sole judge.

(e) Wherever in the specifications or upon the drawings the word "direction, required, permitted, ordered, designated, prescribed" or words of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Owner is intended and similarly the words approved, acceptable, or satisfactory to the Owner unless otherwise expressly stated.

2. INTENT

It is the intent of these General Specifications to cover the governing conditions of work, labor, materials, detailed drawings, methods, measures, safety rules and factors applicable in whole or in part to this contract or contracts.

3. BID AND CONTRACT DOCUMENTS

The bidder shall sign the Proposal correctly. Proposals made by an individual, shall show his name and mailing address. Proposals made by a firm or a partnership shall show the name and mailing address of each member of the firm or partnership. If made by a corporation the Proposal must show the name of the state under the laws of which the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing the proposal as agent must file with it, legal authority to do so. The proposal submitted by the Bidder will be considered by the Board of County Commissioners as being his lowest responsive and responsible bid, in accordance with Revised Code Section 9.312, and shall not be subject to change or alteration after submission.

The following shall constitute the Contract Documents and shall be deemed the Contract made pursuant to this invitation to bid:

- NOTICE TO BIDDERS
- SUPPLEMENTAL INFORMATION TO BIDDERS
- SPECIFICATIONS
- PREPARATION OF PROPOSAL

- SUMMARY PROPOSAL
- UNIT PRICE BID
- CERTIFICATE OF LIABILITY INSURANCE
- RESOURCES & EXPERIENCE OF BIDDER
- CERTIFICATION AGAINST DEBARMENT AND SUSPENSION
- PROPOSAL (BINDER)
- AFFIDAVIT for CORPORATION
- NON-COLLUSION AFFIDAVIT
- PERFORMANCE BOND
- CONTRACT
- NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AFFIDAVIT
- CERTIFICATE OF CITY AUDITOR
- CERTIFICATE OF CITY COUNCIL & COUNTY ENGINEER
- DECLARATION OF MATERIAL ASSISTANCE/NON-ASSISTANCE (DMA)
- GENERAL SPECIFICATIONS and INFORMATION TO BIDDERS
- WAGE DETERMINATION

All forms in the bid package and contract shall be properly completed and submitted with the bid.

4. INTERPRETATION OF CONTRACT DOCUMENTS

(a) If any person, firm or corporation contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, he may submit to the County Engineer or City a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Engineer/City and a copy of such Addendum will be mailed or delivered to each person securing a set of the Contract Documents, provided that a sufficient period of time is available for the issuance of such Addendum prior to the receipt of bids.

(b) The specifications are duplicates of those on file in the office of the City of Belpre and County Engineer.

(c) Any doubts which may arise after letting the contract shall be referred to the Engineer and City who shall decide the question at issue, and their decision shall be final and binding upon the parties to the contract.

(d) The drawings and specifications are complementary and what is called for by either one shall be as binding as if called for by both.

(e) In unit price contracts the quantities listed in the Proposal are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the Bidders are to be tendered expressly for the scheduled quantities as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in unit price contracts, will be made to the Contractor for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications and it is understood that scheduled quantities for work to be done and materials to be furnished may each be increased or diminished as hereinafter provided without in any way invalidating the unit bid prices. Where there is a conflict between the unit bid price and the extension thereof made by the Bidder, the unit price shall govern and the City shall be authorized to make a correct extension in comparing bids.

(f) If the work is let on the basis of a lump sum contract, the estimated quantities are only approximate, although the result of calculations may be in error and the Bidder must obtain and be

responsible for the data upon which he bases his bid. He shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the contract and complete the project are greater than said estimated quantities.

5. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall do all work and shall furnish all the labor, materials, tools, appliances and equipment except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract, in the manner and within the time hereinafter specified.

If at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the City to be unsafe, insufficient or inadequate for securing the safety of the workmen, the quality of the work or the progress required, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders; but the failure of the City to make such demand shall not relieve the Contractor of his obligations to secure the safe conduct, the quality of the work and the progress required by the contract, and the Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods.

All the work to be done and the labor and materials to be furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications and the drawings therein referred to under the direction of the City as given by him from time to time during the progress of the work, and under the terms of this contract, and the Contractor shall complete the entire work to the satisfaction of the Owner and at the prices and time herein agreed upon and fixed therefore.

6. PERMITS, LAWS, AND REGULATIONS

The contractor shall comply with all applicable laws of the federal government, the State of Ohio, and Municipal Corporations pertaining to wages, public liability and property damage, Workmen's Compensation and insurance of employees, current wage scales, payment for material, subcontract relations, and any other local, state or federal laws or ordinances concerned with contracts of this nature. Ignorance of legislation as described will in no way excuse the Contractor from full compliance with all statutes and regulations. Attention is directed to Section 1311.28 thru 1311.33 Revised Code of Ohio, which provides for retention by the Owner of additional payments due the Contractor in the event the Contractor fails to pay legal labor, materials and equipment bills out of monies previously received from the Owner. Claims against the Contractor must be properly authenticated and supported by the claimant before the Owner can take action.

The Contractor shall keep himself fully informed of all Federal, State and Municipal laws and ordinances and regulations in any manner affecting those engaged or employed in the work or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the City. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by themselves or by their employees.

The contractor shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law, or by the contract documents.

7. STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

(a) The contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures

of all kinds and all other public or private property, whether of this or another contract, that are encountered or endangered in the prosecution of the work herein contemplated and that are not otherwise provided for in utilities protection or other laws and regulations. He shall repair and make good any damage caused to such property by reason of his operations, leaving all work in approved condition at the completion of the contract.

8. TIME OF ESSENCE

Since this contract is for a needed improvement, the provisions relating to the time of performance and time of completion of the work included in this contract are of the essence of this contract. The Contractor shall begin work promptly and complete the work by the day specified in the "Information for Bidders" and shall prosecute the work diligently so as to assure completion of the work not later than the time specified therefore.

9. CONTRACT

The bidder to whom the award is made will be required to execute a written Contract with the County, and to furnish and maintain good and approved surety bonds, as herein specified, within ten (10) days after notification of the acceptance of his bid. 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 let to the next lowest and best bidder in the opinion of the Owner; and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made.

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 was 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.

Contracts shall be let upon the basis of lump sum bids or upon the basis of unit price bids as set forth in the Proposal, at the discretion of the County.

If the successful bidder has filed a bid guaranty in the form of a certified check, cashier's check, or letter of credit, then at the time of entering the contract, the bidder shall file a performance bond in accordance with division (C) of Section 153.54 of the Revised Code and in substantially the form provided in Section 153.57 of the Revised Code. All proposal guaranties will be returned immediately following the opening of proposals except those of the lowest three (3) bidders. These guaranties will be returned within ten (10) days following award of the contract, except that of the successful bidder that will be returned after satisfactory contract bond has been furnished and the contract has been executed.

10. EXAMINATION OF SITE

Prior to submitting a bid, bidders are required to satisfy themselves by personal examination at the site of the work and by an examination and study of the contract documents as to the conditions existing and the difficulties likely to be encountered in the construction of the work.

11. ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids

aforesaid; that he will make no claim for anticipated profits or loss of profits because of a difference between the quantities of the various classes of work actually furnished, and the said estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to vary from the quantities shown, or the Engineer/City without alteration or modification of this contract increases, decreases or omits the amount of any class or portion of work as may be deemed necessary.

12. INCREASED OR DECREASED QUANTITIES (Change Orders)

(a) The City may, by written change order to the Contractor, make alterations in the plans involving increases or decreases in the quantities of work as may be necessary or desirable, in either unit price or lump sum contracts. Such alterations shall not be considered as a waiver to any of the conditions of the contract, nor invalidate any of the provisions thereof.

(b) The cost of increases or decreases in quantities of items shall be computed at the unit price bid and shall be added to or deducted from the original contract, only upon written change orders of the County.

(c) In the event the desired alterations in the plans or specifications involve items for which a unit price has not been established, the County shall request the Contractor to furnish a proposal for such items. If said proposal is acceptable, the County shall issue a written change order covering same. In the event that no agreement as to price can be arranged between the parties to the contract, the County shall determine and set up a fair price for the work and materials at issue and their decision shall be final and binding upon all parties concerned. No claims shall be made for extra work, unless the same shall have been done in pursuance of a written change order by the City and at a price previously agreed upon and approved by the City Council.

13. EXTRA WORK NOT CONTEMPLATED BY CONTRACT (Change Orders)

Wherever extra work due to unforeseen condition not contemplated by Contract becomes necessary for the construction of the project, a change order in writing for such extra work shall be first entered into before such work is performed. Such extra work shall be performed in accordance with the contract prices and if the items herein do not cover such work, a price mutually agreed upon shall prevail.

14. COMPETENT MEN TO BE EMPLOYED

The Contractor shall employ competent, skillful men to do The Work, and whenever the City shall notify the Contractor in writing, that any man on The Work, is in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or refuses to carry out the provisions of this contract, or to stop doing bad work when so ordered, or uses threatening or abusive language to any official having supervision of the work, such man shall be discharged from the work, and shall not again be employed on it, except with the written consent of the Engineer or City Council.

15. ANTI-DISCRIMINATION [R.C. 153.59]

The Contractor hereby agrees that in the hiring of employees for the performance of work under this contract or any subcontract, the Contractor, nor any subcontractor, nor any person acting on his behalf, shall by reason of race, creed, sex, disability, as defined in Section 4112.01 of the Revised Code, or color, 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.

The Contractor also agrees that the Contractor, nor any subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance

of work under this contract on account of race, creed, sex, disability, as defined in Section 4112.01 of the Revised Code, or color.

16. FORFEITURE FOR PROHIBITED DISCRIMINATION [R.C. 153.60]

If the contractor breaches any of the above provisions against discrimination, there shall be deducted from the amount payable to the contractor under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or in violation of this contract. If there is a second violation or breach of the provisions against discrimination, the contract shall be cancelled or terminated by the City and all of the money due for such subsequent violations of this discrimination clause may be forfeited.

17. MINIMUM WAGE RATES

The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this contract shall be in accordance with the schedule of "Prevailing Hourly Wage Rates, ascertained and determined by the State of Ohio, Department of Industrial Relations in accordance with Sections 4115.03 and 4115.16 of the Revised Code of Ohio, and applicable to public improvements in effect on the date of advertising for bids as shown in the bidding proposal", or if the project is federally funded, the " Davis-Bacon Wage Decision" as ascertained and determined by the U S Department of Labor as applicable.

18. MATERIALS AND WORKMANSHIP

The materials shall be of the best quality and especially adapted to the service required, and wherever the characteristics of any material are not particularly specified, such material shall be used as is customary in first class work of a nature for which the material is employed. All material shall, if required, be tested and shall fulfill the requirements specified. The Owner shall make physical test, but the Contractor shall furnish test pieces and samples, in the number, shape, size and finish required by the City. The failure of test specimens to fully conform to the requirements of the specifications shall be sufficient cause for the rejection of the whole melt, pour, or stock from which the samples were obtained. The workmanship shall be of the highest class throughout.

19. DEFECTIVE WORK AND MATERIALS

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the City and accepted or estimated for payment. If the work, or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defects without compensation, in a manner satisfactory to the City, and if any of the material brought upon the ground for use in the work, or selected for the same, shall be condemned by the City as unsuitable or not in conformity with the specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work, and shall not again submit the same. If the Contractor shall fail to replace any defective work or materials after reasonable notice, the City may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid to the Contractor.

20. OWNERS RIGHT TO SUSPEND OR TERMINATE CONTRACT

(a) The City may cause the work to be suspended whenever in his opinion the weather is not suitable for doing the work or for any other just or reasonable cause. Upon any suspension of the

work, the Contractor shall snugly pile all material and he shall immediately thereafter remove all rubbish and surplus material from the place of work. In case of such suspension, the time within which the Contractor shall finish the work may be extended by as many days as he may have thus been delayed.

(b) If the Contractor shall at any time abandon the work, or if at any time the City shall be of the opinion, and shall so certify to the Contractor and the County, that the work or any portion of it is unnecessarily delayed, or that the Contractor is willingly or knowingly violating any portion of his contract or executing it in bad faith, as far as claims of the Contractors are concerned, and the materials delivered at the site, and/or incorporated into the work shall become the property of the City of Belpre.

21. FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES

The completion of this project is subject to liquidated damages as set forth in Section 108.07 of the latest Construction and Material Specifications of the State of Ohio, Department of Transportation except that the daily penalty amounts shall be modified to include \$250 / day for projects with original contract price \$0.00 to \$150,000 and \$500 / day for project with original contract price from \$150,001 to \$350,000 and \$750 / day for projects greater than \$350,001. This amount shall be deducted from any payment due or to become due the contractor.

22. EXTENSION OF TIME

If the Contractor is obstructed or delayed in the prosecution or completion of the work by neglect, delay, or default of any other contractor for adjoining contiguous work, or 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 general strike, or by any delay on the part of the Owner in doing the work, or furnishing the material to be done and furnished by it, 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 specified herein for the completion of work as the City shall, in writing, certify to be just and proper, provided, however, that 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.

When a delay occurs due to unforeseen causes beyond the control and without fault, or negligence of the Contractor, including but not restricted to: acts of God, acts of the public enemy, acts of Government, acts of the State, or any political subdivision thereof; fires, floods, epidemics, strikes except those caused by improper acts or omissions of the Contractor, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, (acts of governments), or acts of God, the time of completion shall be extended in whatever amount is determined by the County to be equitable.

An act of God is construed to mean an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparation in defense of: A rain, windstorm, or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which The Work is being prosecuted shall not be construed as an "act of God", and no extension of time will be granted for the delays resulting there from.

23. WORK ON SUNDAYS AND HOLIDAYS

No Work shall be permitted on Sundays or legal holidays except to save property or life, or in case of extraordinary emergency and then only as authorized or directed by the City.

24. WORK TO BE SUBLET

In the event that the Contractor elects to sublet a part, or a portion of this contract, he shall first give written notice to the Owner. No part of the Contract shall be sublet without the written approval of the Owner.

25. TRAFFIC TO BE MAINTAINED

Unless authorized by the Contract Documents for the Specific Contract, the Contractor shall not close to traffic any bridge, or culvert, or any portion of the highway during the progress of the work. To facilitate the maintaining of traffic, temporary site detours, bypasses, bridges, or culverts may be constructed when provided for by the Contract or authorized by the City. The City must approve any such construction before being put into service. The Contractor shall maintain such temporary construction in the manner necessary to facilitate safe and expeditious flow of traffic, and the City shall be the final judge as to whether or not such temporary construction meets these conditions.

26. BARRICADES, LIGHTING AND WATCHMEN

The Contractor at his own expense shall place proper Barricades and other proper Traffic Control Devices along and around all construction where hazards and danger to traffic exists, and shall take such other precautions as are necessary to protect life and property, and shall place and maintain sufficient Lights at night for protection of the public. Watchmen shall be provided where safety requirements indicate.

27. ALTERNATE PLANS

In the event the City of Belpre elect to advertise for and receive Alternate Plans for the construction or erection of a bridge or structure, the bidder may at his option submit an alternate plan or plans for a different type of structure, or structures than that submitted by the County Engineer or City. Such plan or plans together with specifications shall be filed in the office of the County Auditor for a period of fifteen (15) days, prior to the date for receiving bids. Such plans and specifications shall show the number of spans, the length of each, the nature, quantity, quality and size of the materials to be used, the length of the structure when completed, and whether there is any patent on the proposed plan, or any part thereof, and if so, on what part thereof.

28. REMOVED MATERIALS

Unless otherwise provided for in the Contract, all existing road or bridge materials taken from the work shall be the property of the City of Belpre. These materials shall be placed by the Contractor at his expense, at or on an area along the side of the road designated by the City Council, for removal by the City.

29. PATENTS

The Contractor shall indemnify, keep and save harmless the Owner from all liabilities, judgments, costs, damages, and expenses which may in any wise come against the Owner by devices, equipment, or processes furnished, or used in the performance of the work under this Contract, by reason of the use of Patented designs furnished by the Contractor and accepted by the Owner.

In the event that any claim, suit or action at law, or in equity of any kind whatsoever, is made or brought against the Owner involving any such Patents, then the Owner shall have the right to retain from the money due and to become due the Contractor, a sufficient amount of money as shall be considered necessary by the Owner, to protect itself against loss until such claim, suit, or action shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the Owner.

30. PREVENTION OF, AND INDEMNIFICATION FOR, ACCIDENTS

The Contractor, during the performance of the work, shall take all necessary precautions and place proper guards, or signs for the prevention of accidents, and shall put up and keep suitable and sufficient lights and other signals; and shall indemnify and save harmless the County and its officers, agents and employees from all damages and costs, to which they may be put by reason of injury to person or property of another resulting from his negligence, or carelessness in the performances of the work, or in guarding the same, or from any improper materials, implements, or appliances used in its construction, or by, or on account of any act, or omission of the Contractor or his agents. The whole or so much of the moneys due under and by virtue of this Contract as shall be considered necessary by the Owner may, at his option, be retained by the Owner until all suits, or claims for damages as, aforesaid, shall have been settled, and evidences to that effect furnished to the satisfaction of the Owner.

31. INSURANCE AND WORKERS' COMPENSATION

The Contractor shall maintain the following insurance types and limits and the City, its elected official and employees, shall be named as additional insured's with respect to all activities under this contract.

Commercial General Liability Insurance

General Aggregate Limit.....	\$2,000,000
Products- Completed Operations Aggregate Limit.....	\$2,000,000
PERSONAL and Advertising Injury Limit.....	\$1,000,000
Each Occurrence Limit	\$1,000,000

Comprehensive Automobile Liability Insurance

Bodily Injury and Property Damage Liability Limit Each Occurrence	\$1,000,000
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Worker's Compensation Coverage: The Contractor shall maintain Ohio Workers' Compensation coverage as required by law.

Proof of Insurance: Prior to commencement of any work under this contract, the Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by the contract. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days written notice to the County. The Contractor will replace certificates for any insurance expiring prior to the completion of work under this contract.

32. CLEANING UP

Upon completion of the work all surfaces disturbed during the work shall be restored in a satisfactory manner, and all tools, plant and equipment, and other property belonging to the Contractor, shall be removed and the site of the work left clear, and in a condition equal to that existing prior to the beginning of work under the Contract.

33. LUMP SUM PRICES

Where work is to be paid for by the Lump Sum, it is hereby, expressly agreed that in said Lump Sum shall be included all materials, labor, tools, and equipment required to fully complete the work, notwithstanding, that while the work may be fully shown on the Drawings, it may be partially described in other parts of the Contract Documents and vice versa.

34. PARTIAL PAYMENTS

The contractor will be paid in accordance with Ohio Revised Code Sections 153.12, 153.13, and 153.14.

35. FINAL ESTIMATE

The Engineer/City shall, as soon as practicable after the final acceptance of the work done under this Contract, make a Final Estimate of the amount of the work done, and the value thereof. Such Final Estimate shall be approved by the Owner, after which, the Owner, shall pay the sum so found to be due hereunder, after deducting there from, all previous payments, and all amounts to be withheld under the Contract. All prior partial Estimates may be subjected to correction in the Final Estimate and payment.

36. UNDERGROUND UTILITIES

If the construction area may involve underground utility facilities, the Contractor, at least two working days prior to commencing construction operations in the construction area, shall cause notice to be given to the registered underground utility protection services and the owners of any underground utility facilities shown on the plans. The notice shall be in writing, by telephone, or in person. If the contractor gives written notice, it shall be by certified mail, return receipt requested. Identity and Location of Utilities are specified in the plans.

37. ADDITIONAL SPECIFICATIONS INCORPORATED HEREIN BY REFERENCE

The Construction and Materials Specifications as set forth in the latest issue of the "State of Ohio, Department of Transportation, Construction and Materials Specifications" (ODOT CMS), and all supplemental specifications thereto, except section 100 "General Provisions", not otherwise provided for in these General Specifications, are incorporated herein by reference, and made a part of these General Specifications

For City only funded projects where a conflict exists between these specifications and the ODOT CMS, these specifications and the project plans shall govern.

For projects funded with Federal or State funds administered by ODOT, the Section II, ODOT LPA TEMPLATE requirements shall govern the project and supersede these general specifications where there is a conflict.

The terms "engineer" or "city" shall be substituted as appropriate where the ODOT CMS refers to the "department".

38. GUARANTEE

The Contractor shall guaranty that all materials and equipment furnished and work performed under this contract are free from all defects for a period of one (1) year from the date of final payment. The provisions of Paragraphs 18 and 19 shall apply to any defect in the work, materials, apparatus or workmanship of the project or failure in the operation or performance of any part thereof or guarantees required hereunder determined by the City to have occurred, developed or appeared during the guaranty period. The Performance Bond shall remain in full force and effect through the guaranty period and until all defects detected during the guaranty period have been corrected to the satisfaction of the Owner. The Owner shall evidence release of the Performance Bond in writing and the Bond shall be in effect until said release has been obtained from the Owner.

The Contractor shall be required to show proof of insurance coverage meeting the requirements of Paragraph 31 prior to performing any work on the project during the guaranty period.

39. RELEASE OF OWNER

The end of the guaranty period shall be and shall operate as a release by the Contractor of all claims against and all liability of the Owner by reason of this Contract, and all things done or performed by the Contractor thereunder.

40. UNBALANCED BIDDING

Bid all items correctly and price each quantity as indicated in the Bid Documents. The City will reject a mathematically unbalanced bid if the bid is also materially unbalanced. A mathematically unbalanced bid is one that contains lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the bidder's overhead costs, other indirect costs, and anticipated profit. A bid is materially unbalanced when the City determines that an award to the bidder submitting a mathematically unbalanced bid will not result in the lowest ultimate cost to the City.

41. DISPUTES AND CLAIMS

When a contractor (sub-contractors must pursue dispute through the contractor) feels there is additional work beyond the scope of the project to do changing site conditions or other unforeseen cause, he shall address his concern to the on site project representative who will contact the project engineer for on site dispute resolution. If an on site resolution cannot be reached, the contractor shall submit the issue in writing to the City who will investigate and meet with the contractor to try to resolve the issue. The City will notify the contractor in writing of his decision and the contractor may accept the decision or he may file a claim with the appropriate Court

42. UNRESOLVED FINDINGS FOR RECOVERY

Ohio law requires public agencies to check with the Auditor of State to determine if a prospective contractor or vendor has any unresolved findings for recovery. Any bidder who has an unresolved finding for recovery shall be considered an unresponsive bidder and will not be awarded a contractor.

43. DRUG FREE WORKPLACE

The Board of Belpre City Council shall require that each of its selected contractors and each subcontractor is enrolled and in good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Bureau of Workers' Compensation

FEMA CONTRACT PROVISIONS

1. ADMINISTRATIVE, CONTRACTUAL, AND LEGAL REMEDIES

*Applies only to contracts in excess of \$150,000.00

- a. The contractor acknowledges that if the contract is for more than the simplified acquisition threshold of \$150,000, or the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, there will be administrative, contractual or legal remedies if the contractor violates or breaches the terms of this contract.
- b. The contractor acknowledges that the contractor will be subject to all appropriate sanctions and penalties in accordance with state and federal law if the contract terms are breached or violated.
- c. The contractor acknowledges that if the contract is in excess of \$10,000, the contract can be terminated not only for cause if there is a breach or violation of the terms of the contract, but also at the convenience of the County.
- d. If the contract is terminated for cause or at the convenience of the County, the contractor will be paid for the work which has been completed up until the date of the termination.
- e. If there is a dispute between the contractor and the County regarding if a contract term has been breached or violated, the contractor shall address his concern to the onsite project representative who will contact the project engineer for onsite dispute resolution.
- f. If an onsite resolution cannot be reached, the contractor shall submit the issue in writing to the County Engineer/City who will investigate and meet with the contractor to try to resolve the issue. The Engineer/City will notify the contractor in writing of his decision. If the contractor does not accept the decision, the contractor may file a claim with the appropriate Court

2. CONFLICT OF TERMS

In the event any of the terms and conditions contained in this Addendum alter, conflict with, or are inconsistent with any of the terms and conditions contained in the Contract to which this Addendum is attached, the terms and conditions contained in this Addendum shall be controlling.

3. EQUAL EMPLOYMENT OPPORTUNITY

*Applies to all FEMA grant and cooperative agreement programs

During the performance of a federally assisted construction contract, the contractor agrees as follows:

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

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

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

**Applies to all FEMA grant and cooperative agreement programs*

1. If subcontracts are involved, the contractor will take affirmative steps to assure that minority enterprises and labor surplus area firms are used when possible. These steps include (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establishing delivery schedules where the requirement permits, which encourages participation by small and minority businesses and women's business enterprises; and (4) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development of Commerce.

5. DAVIS-BACON ACT

**Applies only to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program*

- a. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. The Copeland "Anti-Kickback" Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- c. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

**Only applies if the Davis-Bacon Act applies*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**Applies to all FEMA grants and cooperative agreement programs*

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. CLEAN AIR ACT*

**Applies only to contracts in excess of \$150,000.00*

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. FEDERAL WATER POLLUTION CONTROL ACT*

**Applies only to contracts in excess of \$150,000.00*

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to

assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

10. SUSPENSION AND DEBARMENT

**Applies to all FEMA grants and cooperative agreement programs*

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)*

**Applies to all FEMA grants and cooperative agreement programs*

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." *Sample Certification as to Lobbying is attached hereto as Appendix A.

12. PROCUREMENT OF RECOVERED MATERIALS

*Applies to all FEMA grants and cooperative agreement programs

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. ADDITIONAL FEMA REQUIREMENTS

A. CHANGES

1. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
2. Contractor acknowledges that changes may have to be made to the contract, and that either party may suggest that the method, price, or schedule of the work be altered without breaching the contract. If any such change must be made, the change will be made by both parties to the contract and acknowledged by signing an addendum to the contract which sets forth the change which will be made to the contract.
3. To the extent that any of the terms and conditions contained in an Addendum alter, conflict with, or are inconsistent with any of the terms and conditions contained in the Contract to which this Addendum is attached, the terms and conditions contained in this Addendum shall be controlling.

B. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS CONTRACT

1. The contractor agrees to give Washington County and/or the Township, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

C. DHS SEAL, LOGO, AND FLAGS

1. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

D. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

1. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

E. NO OBLIGATION BY FEDERAL GOVERNMENT

1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

F. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

G. RECOVERED OR RECYCLED MATERIAL

1. If the contract at issue involves the removal of debris or other services involving recovered or recycled materials, then Contractor agrees to maximize the use of the recovered or recycled materials.
2. In the performance of this contract the Contractor shall make maximum use of the products containing recovered materials that are EPA-designated items unless the product cannot be acquired- (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price

Representative for City of Belpre

Printed Name and Title

Date:

Representative for Contractor

Printed Name and Title

Date:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Dated: _____

STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	City of Belpre	Date: 05/14/2019 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	City of Belpre	
Street Address:	1150/1160 Farson Street	ODOC Date Stamp
Address 2:		
City, OH	Belpre, OH	
ZIP:	45714	
Email:	bellpressd@lumos.net	
<small>It is required that you list your e-mail address here.</small>		
County of Public Authority:	WASHINGTON ▼	
P.A. Phone:	740-423-7592	

Project Information

Project Name:	Farson Street near Davis Bridge	ODOC Date Stamp (Bid Tab)
Site Address:	1150 Farson Street	
City, OH	Belpre, OH	
ZIP:	45714	
County of Project:	WASHINGTON ▼	
Prevailing Wage Coordinator Name	Ron Cross	
Address:	1150 Farson Street	
City,	Belpre, OH	
ZIP:	45714	
Phone:	740-423-7592	
Issuing Authority of Bonds:	N/A	

Estimated Total Overall Project Cost:	\$132,330.00	
Type of Financing:	Public Funds & OEMA	
Type of Construction:	<input checked="" type="radio"/> New Construction <input type="radio"/> Old Construction	
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial	
Expected Date of Contract Award:	06/04/2019 example 05/31/98	
Projected Completion Date:	10/15/19 example 05/31/98	
Project Comments:	(optional)	

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Please contact our [Webmaster](#) with questions or comments.

LAW 1002

✖

✖

Prevailing Wage Determination Cover Letter

Utility Repair
FEMA 47130
Farson St.
Repairs

County: WASHINGTON
Determination Date: 05/14/2019
Expiration Date: 08/14/2019

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

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

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

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

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

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

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

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

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

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

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

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

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

wh1500

PLEASE NOTE: The Ohio Department of Commerce web services will be intermittently unavailable from May 17, 2019 @ 5 PM until May 20, 2019 @ 8 AM

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

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

CONTACT US

Division of Industrial Compliance & Safety
1702 Ohio Statehouse
Columbus, Ohio 43260

Phone: 614.467.1100
Fax: 614.467.2000
Email: IC@dm.state.oh.us

Webmaster

Phone: 614.467.2000
Email: webmaster@dm.state.oh.us

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PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

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

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

Penalties for violation

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

Intentional Violations

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

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



Responsibilities

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

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

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

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

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

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



- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2019fbLoc200

Craft : Carpenter Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$29.34		\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$47.79	\$62.46
Piledriver	\$29.07		\$6.57	\$7.78	\$0.36	\$0.00	\$1.51	\$0.10	\$0.00	\$0.00	\$45.39	\$59.93
Apprentice	Percent											
1st 6 months	60.00	\$17.60	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$36.05	\$44.86
2nd 6 months	65.00	\$19.07	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$37.52	\$47.06
3rd 6 months	70.00	\$20.54	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$38.99	\$49.26
4th 6 months	75.00	\$22.00	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$40.46	\$51.46
5th 6 months	80.00	\$23.47	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$41.92	\$53.66
6th 6 months	85.00	\$24.94	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$43.39	\$55.86
7th 6 months	90.00	\$26.41	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$44.86	\$58.06
8th 6 months	95.00	\$27.87	\$7.25	\$8.98	\$0.40	\$0.00	\$1.70	\$0.12	\$0.00	\$0.00	\$46.32	\$60.26

Special Calculation Note : Other is UBC National Fund

Ratio :

1 Journeymen to 1 Apprentice

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

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hwy A

Change # : LCN01-2018fbHvyHwy

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

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

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbCementHevHwy

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

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

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbCementHevHwy

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

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

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 787

Change # : LCN01-2018fbLoc787

Craft : Ironworker Effective Date : 06/13/2018 Last Posted : 06/13/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker, Structural, Reinforcing, Ornamental, Fencing, Welder, Metal Building, Precast Concrete	\$28.68		\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$51.33	\$65.67
Apprentice	Percent											
1st 6 months	50.00	\$14.34	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$36.99	\$44.16
2nd 6 months	60.00	\$17.21	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$39.86	\$48.46
3rd 6 months	65.00	\$18.64	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$41.29	\$50.61
4th 6 months	70.00	\$20.08	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$42.73	\$52.76
5th 6 months	75.00	\$21.51	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$44.16	\$54.92
6th 6 months	80.00	\$22.94	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$45.59	\$57.07
7th 6 months	85.00	\$24.38	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$47.03	\$59.22
8th 6 months	85.00	\$24.38	\$8.10	\$9.50	\$0.45	\$0.00	\$4.50	\$0.10	\$0.00	\$0.00	\$47.03	\$59.22

Special Calculation Note : Other is Drug Testing and OSHA

Ratio :

4 Apprentice to 1 Journeymen

Ratio

Ornamental Apprentice

1 Apprentice to 1 Journeymen

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, MEIGS, MORGAN, NOBLE, WASHINGTON

Special Jurisdictional Note :

Details :

Reinforcing Ironwork Classification including, but not limited to, all work in connection with field fabrication, handling (including loading and offloading), sorting, cutting, bending, hoisting, placing, burning, welding, and tying or securing of all materials used to reinforce concrete, all sizes and types of reinforcing steel (including composite material), wire mesh, hoops and stirrups, including mechanical splicing on reinforcing steel bar. The unloading, hoisting, placing and tying of all post-tensioning cables. Also, wrecking of cores, wedging of the tendons, stressing, cutting and repairing.

Structural Ironwork Classification, but not limited to field fabrication, all loading, to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass, all ferrous and nonferrous metal and composite material, precast, pre-stressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and nonferrous sheets when attached to steel frames, columns, beams, bar joists, trusses, grinders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flagpoles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment, erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings and their entirety, including siding, roofing, gutters, downspouts and erection of all.

Ornamental Ironwork Classification, but not limited to all work in connection with field fabrication, handling including loading/offloading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron, for stairs, hand railings, doors, fence, windows, curtain wall, erection and welding of all metal sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel, iron, lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals and composite materials.

Fence Erector Ironwork Classification, but not limited to all work in connection with the field fabrication and erection of chain link fence, which includes, but not limited to, the loading of the fence fabric and posts, also the installation of the above.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 3

Change # : LCN01-2018fbLocalHwy3

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

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

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

Ratio :

- 1 Journeymen to 1 Apprentice
- 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunite Nozzle Person

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2019fbLoc18hevhwylI

Craft : Operating Engineer Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$37.14		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.34	\$70.91
Class 2	\$37.02		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.22	\$70.73
Class 3	\$35.98		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.18	\$69.17
Class 4	\$34.80		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.00	\$67.40
Class 5	\$29.34		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.54	\$59.21
Class 6	\$37.39		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.59	\$71.28
Apprentice	Percent											
1st Year	50.00	\$18.57	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.48	\$48.63
3rd Year	70.00	\$26.00	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.91	\$59.77
Field Mech Trainee Class 2												
1st year	49.85	\$18.51	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.71	\$42.97
2nd year	59.79	\$22.21	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.41	\$48.51
3rd year	69.77	\$25.91	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.11	\$54.07
4th year	79.75	\$29.62	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.82	\$59.63

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

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

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

Class 6 - Master Mechanic

Prevailing Wage Rate Skilled Crafts

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

Change # : LCON1-2017fbBldgHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : CN1-2017-fbBldgHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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



Affidavit of Compliance

Prevailing Wages

I, _____ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____ (Company Name)

for all hours worked on the

_____ (Project name and location)

project, during the period from _____ to _____ are in (Project Dates)

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

_____ (Signature of Officer or Agent)

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

_____ (Notary Public)

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