CONTRACT DOCUMENTS
and
SPECIFICATIONS
for Union County

Supplying, Delivering and Installing
Precast Concrete Box Beams
And/Or
Supplying and Delivering
Precast Concrete Box Culverts

PREPARED BY THE OFFICE OF:

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

BID DATE: __________________________
COMPANY NAME: __________________
CONTACT NAME: ___________________
ADDRESS: __________________________
CITY, STATE: _______________________
ZIP CODE: __________________________
PHONE: _____________________________
FAX: ______________________________
EMAIL ______________________________
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NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Commissioners of Union County, Ohio for the following:

SUPPLYING, DELIVERING AND INSTALLING PRECAST CONCRETE BOX BEAMS
AND/OR
SUPPLYING AND DELIVERING PRECAST CONCRETE BOX CULVERTS

Specifications and Bid Forms are available in the office of the Union County Engineer, County Office Building, 233 W. Sixth Street, Marysville, Ohio 43040 between the hours of 7:30 am and 5:00 pm on week days.

This notice can be obtained through the County Engineer’s website at www.co.union.oh.us/engineer under the “Bid Info” section.

Proposals must be received by 11:00 A.M. local time on Tuesday, April 3, 2018, in the office of the Board of Commissioners of Union County located in the County Office Building, 233 W. Sixth Street, Marysville, Ohio 43040. The proposals will be opened and read aloud immediately thereafter.

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

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

Contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9 shall be required.

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

Board of Commissioners
Union County, Ohio
Jeff Stauch PE/PS
Union County Engineer
3-19-18

Publish: Marysville Journal Tribune 3-19-18
Union County Engineer’s Website 3.0
INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
The Board of Commissioners of Union County herein called the “Owner” invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Board of Commissioners of Union County, 233 West Sixth Street, Marysville, Ohio, until 11:00 A.M. local time on Tuesday, April 3, 2018, and immediately thereafter, publicly opened and read aloud at said office. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for 2018 Union County Precast Bid.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. Preparation of Bid
Each bid must be submitted on the prescribed Bid Proposal form and accompanied by a Bid bond, Certified or Cashier’s check or an acceptable letter of credit and the items listed under item 10 of the Instructions to Bidders. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be completed and executed when submitted.

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

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

3. Bid Surety
Each proposal shall be accompanied by either a bond OR one of the following:

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

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

A certified check, a cashier's check or a letter of credit shall be for an amount of ten percent (10%) of the bid amount and shall be in accordance with Section 153.54 (C) of the Ohio Revised Code.
The checks of all except the lowest and best three bidders will be returned as soon as the Proposals are examined. The checks of these three bidders will be held until the execution of the Contract after which they will be returned.

If a bidder fails or refuses to enter into a contract within thirty (30) days following notice of acceptance of his proposal, the bidder shall forfeit to Union County his bid bond, check or letter of credit. The bid bonds, checks, or letters of credit of the unsuccessful bidders will be returned.

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

5. **Award of Contract**
   The Board of Commissioners of Union County reserves the right to reject any or all bids, to omit any part, to increase, decrease, or omit any item or items, to waive any irregularities or informalities in bidding, and/or to award to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code. They may also conduct discussions with bidders who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

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

6. **Federally required EEO Certification Clause**
   The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

7. **Notice of Delinquent Taxes**
   Within ten (10) days after the award of the Contract the bidder shall submit to the Union County Engineer an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount. If the bidder owes such taxes, a copy of the statement will be sent to the Union County Treasurer within thirty (30) days. A copy of the statement will be attached to the Contract. No payment will be made on the Contract without such a statement.

4.2
8. **Insurance Certificate**

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

9. **Labor and Wage Rates (if applicable)**

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

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

10. **Documents Required at the Time of Proposal**

   Each bid shall include **in this order:**

   - Title Page
   - Notice to Bidders
   - Instructions to Bidders
   - The properly completed Proposal
   - Proposal Surety, (bond or certified check, cashiers check, or letter of credit)
   - General Conditions
   - Detailed Specifications
   - Hold Harmless Agreement
   - Non-Collusion Affidavit
   - Dispute Resolution Policy
   - Delinquent Taxes Affidavit
   - EEO Certificate of Compliance
   - Contractor Corporation Affidavit along with Resolution
   - Request for Taxpayer Identification Number (W-9)
   - Addendums (if applicable)
   - Notice of Award
   - Notice to Proceed
   - Current Prevailing Wage Scale

4.3
I/we propose to supply, deliver and install box beams and/or supply and deliver box culverts as specified on the following pages for:

1. **7 beams – B21-48 x 40’, (CR 299C-2.517) (Osborne Road)**  
   - Amount of $______________  
   - Unit Price of $_________/EA

2. **48 linear feet minimum of 10’ x 5’, 4 sided box culvert (CR 125C-2.254, Liberty West Road)**  
   - Amount of $______________  
   - Unit Price of $_________/EA

3. **56 linear feet minimum of 14’ x 5’, 4 sided box culvert (CR 173-0.161, Lowe Road)**  
   - Amount of $______________  
   - Unit Price of $_________/EA

4. **56 linear feet minimum of 10’ x 5’, 4 sided box culvert (CR 222B-1.309, Yearsley Road)**  
   - Amount of $______________  
   - Unit Price of $_________/EA

5. **50.5 linear feet minimum of 16’ x 4’, 4 sided box culvert (CR 224D-2.500, Shirk Road)**  
   - Amount of $______________  
   - Unit Price of $_________/EA

**TOTAL AMOUNT OF $_________________**
Bids shall be awarded on the lowest and best bid for each individual item or Total.

The required bond (or_______________________) is attached.

NAME (Company)___________________________________________________

Address__________________________________________________________

_______________________________________________________________

Phone Number (    )___________________ Fax (      )_________________

E-Mail address____________________________________________________

Signature_________________________________Date___________________

Name____________________________Title____________________________

Acknowledgement of Addendum(s) (if any) to Proposal:

Addendum(s) Received (circle if applicable)    #1    #2    #3    #4

Signature of Bidder____________________________

Please direct any pre-bid questions to Jeff Stauch at 937-645-3116.
GENERAL CONDITIONS

RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE

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

The Contractor shall procure and maintain at his own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in Ohio. Prior to the execution of the contract, the Contractor shall furnish to the Engineer a certificate or certificates of insurance in the form satisfactory to the Engineer demonstrating that he has complied with this specification. The certificate or certificates shall provide that the contractor's liability and auto policies shall not be changed to reduce or restrict coverage or canceled until 30 days written notice has been given to the Engineer by the insurer. All certificates and notices shall be mailed to: Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040. Upon request, the Contractor shall furnish the Engineer with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

(a) Commercial General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:
   General Aggregate Limit $2,000,000.00
   Products - Completed Operations Aggregate Limit $2,000,000.00
   and Advertising Injury Limit $1,000,000.00
   Each Occurrence Limit $1,000,000.00

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

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

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

   Bodily Injury & Property Damage Liability Limit

   Combined Single Limit $1,000,000.00

6.1
Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the Engineer from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

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

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

In the event the Contractor fails or refuses to renew his insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by $500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Engineer may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Engineer. The Engineer in his sole discretion may use monies retained pursuant to this specification to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, the Engineer may request that the Contractor's surety remedy any deficiencies with these insurance requirements or the Engineer may default the Contractor for failure to comply with this specification. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

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

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

(i) Worker's Compensation and Employers Liability

1. Worker's Compensation Insurance in compliance with Ohio Worker's Compensation laws and other applicable Worker's Compensation or disability laws.
REPORTING, INVESTIGATING AND RESOLVING MOTORIST DAMAGE CLAIMS
Pursuant to 107.12 and 107.14, the following procedures shall be utilized by the Contractor
and the Engineer for reporting, investigating and resolving motorist damage claims.

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

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

TAXES
Materials purchased for use or consumption in connection with the proposed work will be
exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised
Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.
1. **CR 299C-2.517 (Osborne Road)**
   7 beams – B21-48 x 40’ 0” (single span) No Skew
   These units shall be ready for delivery and installation on existing abutments during the week of August 7, 2018.

   All beams shall have a minimum design capacity of HL-93. They shall be manufactured and placed in accordance with Item 515 of the 2016 ODOT Construction and Material Specifications, and the current Standard Drawings (with any exceptions listed below).

   a. Successful bidder shall also supply galvanized bridge rail posts (with hardware), tubular backup for bridge rail, grout retainer, grout additive, 1” bearing pads, necessary 1/8” thick preformed bearing pads for skewed beams (if applicable), anchor dowels, jute packing, transverse tie rod assemblies and stainless steel or aluminum drip strip.

   Bridge posts shall be Type 2.

   b. Fascia beams shall be sealed with an ODOT approved epoxy sealer.

   c. The successful bidder shall be responsible for supplying the proper crane, crane operator, and the necessary manpower, tools and equipment to install the beams and tie rod assemblies. They shall also coordinate with Union County in advance to identify any overhead utility conflicts.

   d. A pre-installation meeting between the successful bidder and Union County will be required in advance of any on-site work. The representatives required to be in attendance at the pre-installation meeting shall be the successful bidder and any and all subcontractors that have involvement in the project.

   e. Union County forces will place grout, drip strip, and deck waterproofing.

   f. **Prevailing wages are applicable.**

   g. Prior to fabrication, shop drawings shall be provided to Union County for approval.

   h. Union County shall be notified after fabrication of the beams, giving the option of inspection before delivery.

   i. The bid shall be awarded based on the lowest and best bid for each structure.

   j. Union County reserves the right to non-perform any/all of the beams prior to their fabrication.

   k. The successful bidder shall perform a load rating analysis for this project. The County Engineer will require the input and output files and a hard copy of the results with a summary.
2. **CR 125C-2.254 (Liberty West Road)**

48 linear feet of 10’ x 5’ 4 sided box culvert with no skew. The sections shall be 8’ lengths or less, and shall be manufactured per 706.05 ODOT 2016 Specifications.

The box culvert will be used with 1 ft. of cover and shall have a minimum design capacity of HL-93.

The box culvert shall be ready for delivery to the site the week of August 28, 2018 and installed in accordance with Item 611 of the 2016 ODOT Construction and Material Specifications (with any exceptions listed below).

3. **CR 173-0.161 (Lowe Road)**

56 linear feet of 14’ x 5’ 4 sided box culvert, placed with 20 degree left forward skew & no skewed end sections. The sections shall be 6’ lengths or less, and shall be manufactured per 706.051 ODOT 2016 Specifications.

The box culvert will be used with 1 ft. of cover and shall have a minimum design capacity of HL-93.

The box culvert shall be ready for delivery to the site the week of July 17, 2018 and installed in accordance with Item 611 of the 2016 ODOT Construction and Material Specifications (with any exceptions listed below).

4. **CR 222B-1.309 (Yearsley Road)**

56 linear feet of 10’ x 5’ 4 sided box culvert, placed with no skew. The sections shall be 8’ lengths or less, and shall be manufactured per 706.051 ODOT 2016 Specifications.

The box culvert will be used with 1 ft. of cover and shall have a minimum design capacity of HL-93.

The box culvert shall be ready for delivery to the site the week of May 17, 2018 and installed in accordance with Item 611 of the 2016 ODOT Construction and Material Specifications (with any exceptions listed below).
5. **CR 224D-2.500 (Shirk Road)**

50.5 linear feet of 16’ x 4’ 4 sided box culvert, placed with 25 degree left forward skew & 14 degree skewed end sections. The sections shall be 6' lengths or less (skewed end sections may be 6.5’), and shall be manufactured per 706.051 ODOT 2016 Specifications.

The box culvert will be used with 1 ft. of cover and shall have a minimum design capacity of HL-93.

The box culvert shall be ready for delivery to the site the week of June 5, 2018 and installed in accordance with Item 611 of the 2016 ODOT Construction and Material Specifications (with any exceptions listed below).

The below guidelines apply to all precast concrete box locations 2-5.

a. The successful bidder shall supply the appropriate quantity of a preformed butyl joint material (such as Conseal). This shall be included in the bid price.

b. **Prevailing wages are applicable.**

c. Prior to fabrication, shop drawings shall be provided to Union County for approval.

d. Union County shall be notified after fabrication of the box culvert to allow for inspection of the material before delivery.

e. A pre-installation meeting between the successful bidder and Union County will be required in advance of any on-site work. The representatives required to be in attendance at the pre-installation meeting shall be the successful bidder and any and all subcontractors that have involvement in the project.

f. Union County forces will be responsible for preparing the site(s) for installation; including crane access, utility coordination, and bedding preparation.

g. Union County shall also be responsible for backfilling.

h. Union County reserves the right to non-perform any/all of the units prior to the box culvert's fabrication.

i. The bid shall be awarded based on the lowest and best bid for each structure.

j. The successful bidder shall perform a load rating analysis for this project. The County Engineer will require the input and output files and a hard copy of the results with a summary.
HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

________________________________________________________________
(Firm Name)
________________________________________________________________
(Address)
________________________________________________________________
(City, State and Zip Code)

as principal, shall indemnify and save harmless Union County, Ohio, their agents and employees, from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this ________________ day
of ______________________, 2018.

PRINCIPAL _____________________________

BY __________________________________

TITLE __________________________________

SIGNED IN PRESENCE OF:

_______________________________________

_______________________________________

ATTEST: ______________________________ 

-8-
NON-COLLUSION AFFIDAVIT

State of ____________________________

County of ____________________________

Contractor ____________________________, being first duly sworn,

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

Signed ____________________________

Title ____________________________

Subscribed and sworn to before me this ______ day of __________, 20__

SEAL

_____________________________

Notary Public
DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

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

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

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

Disputes and claims subject to review by Union County include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders, authorized by the Board of Union County Commissioners, and orders by Union County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.

2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2010 CMS

3. Cost and time incurred by:
   a. Suspension of work pursuant to ODOT Spec. 104.02.C.
   b. Significant changes in character of work pursuant to ODOT Spec. 104.02D.
   c. Utility interference with the work pursuant to ODOT Spec. 105.07 and Utility notes.
   d. Extra work ordered pursuant to ODOT Spec. 104.02.F and the policy on Change Orders.
   e. Acts or inaction of Union County or other government agencies.

4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor’s control as defined in ODOT Spec. 108.06.

5. Other subjects mutually agreed upon by Union County and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.
Process

The Contractor must exhaust Union County’s Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Union County, Ohio. The following procedures do not compromise the Contractor’s right to seek relief in any appropriate Court located in Union County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Union County personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor’s personnel shall not contact Union County personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor’s right to file a claim.

Continuation of Work:
At the discretion of Union County, the Contractor shall continue with all work, including that which is in dispute. Union County will continue to pay for the work.

Step 1 (On-Site Determination):
The Construction Engineer/Project Manager shall meet with the Contractor’s Superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (Dispute Resolution Committee):
Within seven (7) calendar days of receipt of Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to Union County Engineer. The Engineer will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the County Engineer.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier of involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension required.
4. A narrative of the disputed work or project circumstances at issue. This section must include the dates of the disputed work and the date of early notice.

5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.

6. The dollar amount of additional compensation and length of contract time extension being requested.

7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.

8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor’s request.

9. Copies of relevant correspondence and other pertinent documentation.

Union County shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC must include the Union County Engineer and the Union County Engineer’s Project Engineer.

To prepare the DRC meeting, the Project Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Construction Department on the status of the dispute.

The DRC shall meet with personnel from the Contractor’s headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor’s Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days as of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

**Step 3**
If not resolved, go through the proper legal proceedings through the appropriate court located in Union County, Ohio.
DELINQUENT TAXES AFFIDAVIT

STATE OF OHIO
COUNTY OF

(County in which Contractor resides)

being duly cautioned and sworn states as follows:

1. That he/she is ________________________________ of _______________________
   (Title)
   (Name of contracting party)

2. That ________________________________ is not presently charged with any delinquent personal property taxes on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties:
   _________________________ Union

2. That ________________________________ is charged with delinquent personal property tax on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties:
   _________________________ Union

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

   _________________________ Affiant

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

   _________________________ Notary Public

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

WARNING: MAKING FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT.
AFFIDAVIT
(To be filled in and executed if the Contractor is a Corporation)

STATE OF ____________
COUNTY OF ____________
______________________) S.S.

__________________________________________, being sworn, deposes and says
that he/she is Secretary of ____________________________________________ a
 corporation organized and existing under an by virtue of the laws of the State of _____,
corporation charter/registration # ____________, and having its principal office at

_________________________________________, ______________________, County,

(number and street) (city) (name of county)

___________
(state)

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

___________________________________________. Affiant further says that
(name of corporation)

_________________________________________, (Title)
(Name) of the corporation

is duly authorized to sign the Contract for the construction of ______________

__________________________________________ for said corporation by

virtue of ____________________________________________ (state whether a provision of by-laws or a resolution of the Board of Directors)

______________________________
(Secretary of Corporation)

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

Sworn to before me and subscribed in my presence this ____ day of ____________, ___.

______________________________
Notary Public in and for

______________________________, County
**Form W-9**

*Request for Taxpayer Identification Number and Certification*

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

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

### Part I: Taxpayer Identification Number (TIN)

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

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

<table>
<thead>
<tr>
<th><strong>Social security number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer identification number</strong></td>
</tr>
</tbody>
</table>

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### General Instructions

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

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

**Purpose of Form**

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

- **Form 1099-INT** (interest earned or paid)
- **Form 1099-DIV** (dividends, including those from stocks or mutual funds)
- **Form 1099-MISC** (various types of income, prizes, awards, or gross proceeds)
- **Form 1099-B** (stock or mutual fund sales and certain other transactions by brokers)
- **Form 1099-S** (proceeds from real estate transactions)
- **Form 1096-K** (merchant card and third party network transactions)

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

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

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

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

Cat. No. 10231X  
Form W-9 (Rev. 12-2014)
NOTICE OF AWARD

TO: ______________________________

__________________________________

__________________________________

PROJECT DESCRIPTION: UNION COUNTY 2018 PRECAST PROGRAM

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

You are hereby notified that your BID has been accepted for items in the amount of $ ________________________.

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

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

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

Dated this __________ day of __________________________, 20____.

Union County Commissioners
(OWNER)

By: ________________________________

Title: __ President of Board __________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by ______________________________

(CONTRACTOR)

this the __________ day of __________________________, 20____.

By: ________________________________

Name & Title: ______________________________

-14-
Notice to Proceed

To: Project Name: 2018 Union County Precast Program

You are hereby notified that you are authorized to commence WORK in accordance with the Agreement Dated_______, 2018. The date of completion of all WORK is therefore ________________, 2018.

Signed: _______________________
County Engineer
Union County Engineer's Office
Union County, Ohio
233 West Sixth Street
Marysville, Ohio 43040
(937) 645-3018

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by __________________ on this _______ day of_________________, 20________.

By: _______________________
Name: _______________________
Title: _______________________

-15-
Prevailing Wage Determination Cover Letter

County: UNION
Determination Date: 03/13/2018
Expiration Date: 06/13/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

wh1500
# PREVAILING WAGE THRESHOLD LEVELS
## IMPORTANT NOTICE

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

<table>
<thead>
<tr>
<th>“New” construction threshold for <strong>Building Construction:</strong></th>
<th>$250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <strong>Building Construction:</strong></td>
<td>$75,000</td>
</tr>
</tbody>
</table>

---

### As of January 1, 2018:

<table>
<thead>
<tr>
<th>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</th>
<th>$91,150</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</td>
<td>$27,309</td>
</tr>
</tbody>
</table>

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.

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

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
www.com.ohio.gov

2
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.
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, for example: M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

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

5. Base Rate: Enter actual rate per hour paid to the employee. The prevailing wage 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 (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.
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.

LAW1003
# Prevailing Wage Rate

## Skilled Crafts

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

**Change #:** LCN02-2017fbCementHevHwy

**Craft:** Cement Mason  
**Effective Date:** 05/24/2017  
**Last Posted:** 05/24/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total FWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>$27.41</td>
<td>$7.50</td>
<td>$6.50</td>
<td>$0.60</td>
<td>$0.00</td>
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</table>

**Apprentice Percent:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Percent</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total FWR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>60.00%</td>
<td>$16.45</td>
<td>$7.50</td>
<td>$6.50</td>
</tr>
<tr>
<td>2nd Year</td>
<td>75.00%</td>
<td>$20.56</td>
<td>$7.50</td>
<td>$6.50</td>
</tr>
<tr>
<td>3rd Year</td>
<td>90.00%</td>
<td>$24.67</td>
<td>$7.50</td>
<td>$6.50</td>
</tr>
</tbody>
</table>

**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, 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:**

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*Note: The image contains a table and text that outlines the prevailing wage rate for skilled crafts, specifically cement masons. The table details the base hourly rate (BHR), fringe benefit payments, irrevocable fund contributions, and total FWR, along with an overtime rate. Special calculation notes and jurisdictional details are also provided.*
# Prevailing Wage Rate

## Skilled Crafts

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

**Change # : LCN02-2017fbCementHevHwy**

**Craft : Cement Mason Effective Date : 05/24/2017 Last Posted : 05/24/2017**

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>$27.57</td>
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<td>$6.50</td>
<td>$0.60</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>60.00</td>
<td>$16.54</td>
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<td>90.00</td>
<td>$24.81</td>
<td>$7.50</td>
<td>$6.50</td>
<td>$0.60</td>
<td>$0.00</td>
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</table>

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, 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 172

**Change #: LCN01-2017fbLoc172**

**Craft:** Ironworker  
**Effective Date:** 06/01/2017  
**Last Posted:** 05/31/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (°)</th>
<th>MISC (°)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>Ironworker</td>
<td>$28.52</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$48.96</td>
<td>$63.22</td>
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<td>Rigger</td>
<td>$28.52</td>
<td>$7.60</td>
<td>$9.50</td>
<td>$0.34</td>
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<td>$3.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$48.96</td>
<td>$63.22</td>
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<tr>
<td>Sheeter</td>
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<td></td>
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</tbody>
</table>

**Apprentice**

<table>
<thead>
<tr>
<th>Apprentice Period</th>
<th>Percent</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (°)</th>
<th>MISC (°)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st YEAR 0 - 6 Months</td>
<td>60.03</td>
<td>$17.12</td>
<td>$7.60</td>
<td>$9.50</td>
<td>$0.34</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$37.56</td>
<td>$46.12</td>
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<tr>
<td>2nd YEAR 13 - 18 Months</td>
<td>76.00</td>
<td>$19.96</td>
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<td>$9.50</td>
<td>$0.34</td>
<td>$0.00</td>
<td>$3.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$40.40</td>
<td>$50.39</td>
</tr>
<tr>
<td>3rd YEAR 25 - 30 Months</td>
<td>80.00</td>
<td>$22.82</td>
<td>$7.60</td>
<td>$9.50</td>
<td>$0.34</td>
<td>$0.00</td>
<td>$3.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$43.26</td>
<td>$54.66</td>
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<tr>
<td>4th YEAR 37 - 42 Months</td>
<td>90.00</td>
<td>$25.67</td>
<td>$7.60</td>
<td>$9.50</td>
<td>$0.34</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$46.11</td>
<td>$58.94</td>
</tr>
</tbody>
</table>

**Special Calculation Note:**

**Ratio:**
- Rod Work  
  3 Journeymen to 1 Apprentice
- Structural Work  
  4 Journeymen to 1 Apprentice
- Finishing, Steel Sash, Stairway and Ornamental  
  1 Journeyman to 1 Apprentice
- Sheet Gang  
  1 Apprentice for every sheeting gang per project

**Jurisdiction** (* denotes special jurisdictional note):  
CHAMPAIGN*, CLARK, CRAWFORD*, DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN, HARDIN*, HIGHLAND*, HOCKING, JACKSON*, KNOX, LICKING, LOGAN*, MADISON*, MARION, MORROW, MUSKINGUM*, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WYANDOT*

Details:
Hot Pay $1.00 above the journeymen rate: defined as a work area in which the temperature is in excess of 150 degrees F due to the presence of a furnace, smelter, incinerator, or other equipment that emits extreme heat.
# Prevailing Wage Rate

**Skilled Crafts**

Name of Union: Labor HevHwy 3

**Change #: LCN01-2017fbLocalHevHwy3**

**Craft: Laborer Group 1**
**Effective Date: 05/01/2017**
**Last Posted: 04/05/2017**

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Laborer Group 1</td>
<td>$29.82</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
</tr>
<tr>
<td>Group 2</td>
<td>$29.99</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
</tr>
<tr>
<td>Group 3</td>
<td>$30.32</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
</tr>
<tr>
<td>Group 4</td>
<td>$30.77</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
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</tr>
<tr>
<td>Watch Person</td>
<td>$22.55</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
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</table>

**Apprentice**

<table>
<thead>
<tr>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 hrs</td>
<td>60.00</td>
<td>$17.89</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
</tr>
<tr>
<td>1001-2000 hrs</td>
<td>70.00</td>
<td>$20.87</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
</tr>
<tr>
<td>2001-3000 hrs</td>
<td>80.00</td>
<td>$23.86</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
</tr>
<tr>
<td>3001-4000 hrs</td>
<td>90.00</td>
<td>$26.84</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
</tr>
<tr>
<td>More than 4000 hrs</td>
<td>100.00</td>
<td>$29.82</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
</tr>
</tbody>
</table>

**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,
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: Labor Local 423

Change #: LCN01-2017fbLoc423

**Craft:** Laborer  
**Effective Date:** 07/19/2017  
**Last Posted:** 07/19/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Laborer Group 1</td>
<td>$25.63</td>
<td></td>
<td>$6.90</td>
<td>$3.40</td>
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</tr>
<tr>
<td>Group 2</td>
<td>$25.94</td>
<td></td>
<td>$6.90</td>
<td>$3.40</td>
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</tr>
<tr>
<td>Group 3</td>
<td>$26.25</td>
<td></td>
<td>$6.90</td>
<td>$3.40</td>
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</tr>
<tr>
<td>Group 4</td>
<td>$26.56</td>
<td></td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 hrs</td>
<td>60.00</td>
<td>$15.38</td>
<td>$6.90</td>
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<td>$0.40</td>
</tr>
<tr>
<td>1001-2000 hrs</td>
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<td>$17.94</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.40</td>
</tr>
<tr>
<td>2001-3000 hrs</td>
<td>80.00</td>
<td>$20.50</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.40</td>
</tr>
<tr>
<td>3001-4000 hrs</td>
<td>90.00</td>
<td>$23.07</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.40</td>
</tr>
<tr>
<td>More than 4000 hrs</td>
<td>100.00</td>
<td>$25.63</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

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

**Ratio:**
1 Journeymen to 1 Apprentice  
4 Journeymen to 1 Apprentice

**Jurisdiction ( * denotes special jurisdictional note )**:
FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON, PICKAWAY, UNION

**Special Jurisdictional Note:**

**Details:**

**Group 1:**
General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyor Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant.

Group 1 - Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages.

**Group 2:**
Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering,Jack Hammer Operator,

Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate.
A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment.

Group 3 Hazardous (Level C): Any work requiring the following protective equipment must be paid at Group 3 rate.
A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased.

Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate.
Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, i.e., slips, falls, caught between, etc.

Hazardous Pay of $0.25 per hour shall be paid in addition to classifications shown above.
Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper).

Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.
# Prevailing Wage Rate

**Skilled Crafts**

Name of Union: Operating Engineers - HvyHwy Zone II

Change #: LCN01-2017fbLoc18hevhwyl

Craft: Operating Engineer
Effective Date: 08/02/2017
Last Posted: 08/02/2017

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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, HOMES, 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,
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); Graddals, 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 Derricks; 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 (24 inch 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 Tamper (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 sheepfoot 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: Painter Local 1275

Change #: LCR03-2017fbLoc1275

Craft: Painter
Effective Date: 11/01/2017
Last Posted: 11/01/2017

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<th>Overtime Rate</th>
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### Apprentice Percent

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**Special Calculation Note:**

Ratio: **Jurisdiction (*) denotes special jurisdictional note**
1 Journeyman to 1 Apprentice

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

Special Jurisdictional Note:

Details:
Heavy Highway Class 1 are qualified painters, blasters, riggers.
Class 2 Equipment Tenders / or containment Builders are hired to tend employers equipment also engage in the building &
moving of containment systems.
Class 3 support personnel will perform Quality control duties, clean abrasive blast materials, load and unload trucks, handle all
materials, man safety boats, & handle traffic control.
All Tanks 50,000 gallon capacity or more will be at the tank stated rate.
### Prevailing Wage Rate

**Skilled Crafts**

Name of Union: Painter Local 1275 Hwy

**Change #: LCN03-2017fbLoc1275**

**Craft**: Painter

**Effective Date**: 11/01/2017

**Last Posted**: 11/01/2017

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**Special Calculation Note:**

**Ratio:**

1 Journeyman to 1 Apprentice

**Jurisdiction** (*denotes special jurisdictional note): DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY,
Special Jurisdictional Note:

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

## Skilled Crafts

**Name of Union:** Painter Local 639

**Change #:** LCNO1-2015fbLoc639

**Craft:** Painter  
**Effective Date:** 06/10/2015  
**Last Posted:** 06/10/2015

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<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Painter Metal Finisher/Helpers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Top Helper Class A</td>
<td>$19.09</td>
<td>$3.65</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.66</td>
</tr>
<tr>
<td>Top Helper Class B</td>
<td>$19.09</td>
<td>$3.65</td>
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<td>$0.00</td>
<td>$1.03</td>
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<td>Top Helper Class C</td>
<td>$19.09</td>
<td>$3.65</td>
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<td>$1.76</td>
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<tr>
<td>Helper Class A</td>
<td>$14.69</td>
<td>$3.65</td>
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<td>$0.51</td>
</tr>
<tr>
<td>Helper Class B</td>
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</tr>
<tr>
<td>Helper Class C</td>
<td>$14.69</td>
<td>$3.65</td>
<td>$1.00</td>
<td>$0.00</td>
<td>$1.64</td>
</tr>
<tr>
<td>New Hire 90 Days</td>
<td>$11.00</td>
<td>$3.65</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Special Calculation Note:** Other is Sick and Personal Time

**Ratio:**

*Jurisdiction ( * denotes special jurisdictional note )*:

Special Jurisdictional Note:

Details:
Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper: Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces.

Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD $1.50 per hour.
# Prevailing Wage Rate

**Skilled Crafts**

Name of Union: 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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>$26.49</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
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<tr>
<td>CLASS 14 wheel service, dump, and batch trucks, Oil Distributor</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>- Asphalt Distributor-Tandems</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>First 6 months</td>
<td>80.00</td>
<td>$21.19</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
</tr>
<tr>
<td>7-12 months</td>
<td>85.00</td>
<td>$22.52</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
</tr>
<tr>
<td>13-18 months</td>
<td>90.00</td>
<td>$23.84</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
</tr>
<tr>
<td>19-24 months</td>
<td>95.00</td>
<td>$25.17</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
</tr>
<tr>
<td>25-30 months</td>
<td>100.00</td>
<td>$26.49</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

**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 - Oli spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.
# Prevailing Wage Rate

## Skilled Crafts

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

**Change #: CN1-2017-fBldgHevHwy**

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

## Fringe Benefit Payments

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (°)</th>
<th>MISC (°)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
</table>
| Truck Driver CLASS 2  
Tractor-Trailer-Semi  
Tractor-Trucks-Pole  
Tractors-Ready Mix  
Trucks-Fuel Trucks-  
Asphalt-Oil Spray bar  
men- 3 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 | $41.41 | $54.87 |

**Apprentice**

<table>
<thead>
<tr>
<th>Percent</th>
<th>First 6 months</th>
<th>7-12 months</th>
<th>13-18 months</th>
<th>19-24 months</th>
<th>25-30 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.00</td>
<td>$21.53</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>85.00</td>
<td>$22.87</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>90.00</td>
<td>$24.22</td>
<td>$7.00</td>
<td>$7.30</td>
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<tr>
<td>95.00</td>
<td>$25.56</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
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<tr>
<td>100.00</td>
<td>$26.91</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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**Ratio:**  
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per company/project

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