

**2016 Putnam County Township Trustees Road Maintenance Program**  
**June 22, 2016**  
**9:30 A.M.**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

Street Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

To be considered a valid bidder, you must either pick up a contract book at our office and be added to the bidders list, or fax this registration form to us at least **4 days prior to the bid opening** to be added to the bidders list. Subcontractors and suppliers are encouraged but not required to register as a contract holder.

**To be a qualified bidder you must fax this sheet back to our office. If this is not done, your bid will be rejected.**

Fax completed form to:

Putnam County Engineer's Office: (419) 523-6014



**2016  
PUTNAM COUNTY  
TOWNSHIP  
TRUSTEES  
ROAD MAINTENANCE  
BID DOCUMENTS**



ROUND 30

**PREPARED BY  
PUTNAM COUNTY ENGINEER  
245 EAST MAIN ST.  
OTTAWA, OHIO 45875**

This Packet is not to be separated but is to remain complete as it is submitted to you.



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**INVITATION TO BID  
PUTNAM COUNTY TOWNSHIP TRUSTEES  
ROAD MAINTENANCE**

The Putnam County Township Trustees will receive sealed proposals until 9:30 a.m., June 22<sup>nd</sup>, 2016 at the Putnam County Engineer's Office located at 245 East Main St., Ottawa, Ohio for the **Putnam County Townships Road Maintenance Program**. All bids shall be sealed and addressed to the Putnam County Engineer and marked "**Sealed Bid – 2016 Putnam County Township Trustees Road Maintenance Program**" on the outside of the envelope. Each proposal must contain the full name of party submitting the bid and the bidder is required to furnish a Bid Guarantee and Contract Bond in accordance with ORC section 153.54 and 153.571. Proposals will be opened publicly and read in the presence of those interested at such time. The Putnam County Township Trustees reserve the right to reject any and all bids or to accept the lowest legal bid deemed in the best interest of the Townships, and to waive informalities per ORC 9.31. Contractors expecting to bid must be prequalified with ODOT as per 5525.02 ORC. Successful bidder agrees to pay wages as set by the Ohio Department of Commerce, Bureau of Wage and Hour Administration. All work is to be completed by **October 14, 2016**. Engineers Estimate is \$991,598.00. Bid documents for the proposed work are available from Putnam County Engineer, 245 East Main St., Ottawa, Ohio 45875.

Putnam County Township Trustees

Advertise for 3 consecutive weeks: June 1<sup>st</sup>, 8<sup>th</sup>, and 15<sup>th</sup>, 2016  
**Putnam County Sentinel**

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**Send Invoice to:**

Greg Ellerbrock  
Blanchard Township Fiscal Officer  
10702 Road 5-H  
Ottawa, Ohio, 45875

**Send proof of publication to:**

Michael L. Lenhart  
Putnam County Engineer's Office  
245 East Main St., Suite 205  
Ottawa, Ohio 45875

## **INFORMATION FOR BIDDERS PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

### **DEFINITIONS**

All definitions in the General Provisions, ODOT 2010 Construction and Material Specifications, Items 100 - 109, apply to the information for Bidders.

Owner – Putnam County Township Trustees

Engineer – Putnam County Engineer

Contractor will be the successful bidder with whom the Owner signs a contract.

### **PREQUALIFICATION OF BIDDERS**

Contractors expecting to bid who are not currently prequalified with ODOT, shall file a confidential financial statement and experience questionnaire in accordance with 5525.02 to 5525.09 ORC at least ten days prior to the bid opening.

### **RESPONSIBILITY**

By making a bid, bidders represent that they have read and understand the bidding documents. It is also each bidder's responsibility to visit the sites and become familiar with any local conditions, which may affect the work.

### **BIDDING REQUIREMENTS**

Complete all bids on prepared bid forms and submit at the time and place specified. All blanks pertinent to the contract proposal must be filled in. Only bids from bidders on the official plan holder's list will be accepted. There is no charge for bid documents. One set of bid documents per contractor.

### **CONTRACT BONDS**

The Owner requires the bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising from the performance of the Contract in such form and amount as the Owner may require. Bidders are required to furnish a Bid Guarantee and Contract Bond in accordance with ORC section 153.54 and 153.571.

### **AWARD OR REJECTION OF BID**

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received. The Owner reserves the right to reject a bid if the data is not submitted as required by the bidding documents, if no bid security has been furnished, or if the bid is in any way incomplete or irregular.

## **INFORMATION FOR BIDDERS PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

### **POST-BID INFORMATION**

Within five (5) days after receipt of the notice of award, the contractor shall meet with the Putnam County Engineer and Township Trustees to sign a contract agreement, furnish a copy of a certificate of insurance, that indicates that all required insurance coverage is in place and attend a preconstruction meeting.

### **PREVAILING WAGE DETERMINATION**

The Putnam County Engineer has determined that the estimated cost to complete the Putnam County Townships Road Maintenance Program exceeds the 2016 Prevailing Wage Threshold for reconstruction as set by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, (\$26,514.00), thus the successful bidder must pay such rates as set by said Bureau and are included in bid documents. Engineer's Estimate for the total project is \$991,598.00. Engineer's Estimate for Proposal A is \$502,741. Engineer's Estimate for Proposal B is \$326,483. Engineer's Estimate for Proposal C is \$162,374.

### **COMPLETION DATE**

All work is to be completed, to the satisfaction of the owner, on or before **October 14, 2016** unless otherwise agreed to by the owners. Chip Seals subject to September 1<sup>st</sup> limitation. Cement Stabilization subject to August 19, 2016 completion date.

### **PENALTIES**

The Putnam County Township Trustees may deduct the sum specified in table 108.07-1 from any money due to the contractor, not as a penalty, but as liquidated damages, for each calendar day past the completion date.

### **PROPOSALS**

The Putnam County Engineer will receive sealed proposals until 9:30 a.m., June 22<sup>nd</sup>, 2016, at the Putnam County Engineer's Office located at 245 East Main St., Ottawa, Ohio. All proposals must be submitted in sealed envelope marked – "**2016 Putnam County Township Trustees Road Maintenance Program**" and bear the title and the name of the bidder. All bidders are invited to be present at the bid opening. Proposals will be publicly opened and read aloud at that time.

### **FUNDING**

The Putnam County Township Trustees **have** received a \$210,000 grant from the Ohio Public Works Commission (Round 30) to fund a portion of the Township Road Maintenance Program.

**INFORMATION FOR BIDDERS  
PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

**GENERAL CONDITIONS**

1. The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.
2. Definition and Terms.
  - (a) The State. Whenever the term "The State" appears in the specifications, it shall be changed to mean Putnam County, acting through its authorized representative.
  - (b) Department. Whenever the term "The Department" appears in the specifications it shall be changed to mean the Office of the Putnam County Engineer.
  - (c) Director. Whenever the term "The Director" appears in the specifications it shall be changed to mean the Putnam County Engineer.
  - (d) The Engineer. Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Putnam County Engineer or duly authorized representative.
  - (e) Township. Whenever the word "Township" appears in the Contract Documents it shall mean Township Trustees or their representative as appropriate.
3. The Engineer shall furnish to the Contractor free of charge, two (2) copies of the construction drawings and specifications necessary for the execution of the work.
4. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.
5. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in work assigned to him.
6. The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the Township harmless from loss on account thereof.

7. The Contractor shall perform all survey work necessary to perform the job. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.
8. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing of the conduct of the work as specified. If the Contractor observes that the plans and specifications are a variance therewith, he shall promptly notify the Township Trustees, and any necessary change shall be adjusted as provided in the Contract for changes in the work.
9. The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury or loss – except as may be due to errors in the Contract Documents. He shall provide and maintain all passageways and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Township, is hereby permitted to act at his discretion to prevent such threatened loss of injury and he shall so act without appeal, if so instructed and authorized.
10. The Township shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Township timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Township, it must, if required by the Township, be uncovered for examination at the Contractor's expense.
11. The Contractor shall at all times keep a satisfactory supervisor on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
12. The Township, without invalidating the Contract, subject to Section 555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract amount being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.  
Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Township and no claim for an addition to the Contract Amount shall be valid unless so ordered.  
The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Township deems it inexpedient to correct work injured or done in accordance with

the Contract Documents, an equitable deduction from the Contract Amount shall be made therefore.

13. If the Contractor shall be adjudged a bankrupt, or if he any manner becomes financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of the Contract, then the Township, upon written certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of all tools, appliances and materials thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid, balance, the Contractor shall pay the difference to the Township.

14. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Township, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
15. If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act of fault of the Contractor or of anyone employed by him, or if the Township shall fail to pay the Contractor within thirty (30) day of its maturity and presentation, any sum certified by the Township or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the Township payment for all work executes and any loss sustained upon any materials and reasonable profit.
16. The Township may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:
- (a) Defective work not remedied.
  - (b) Claims filed or evidence indicating probable filing.
  - (c) Failure of the Contractor to pay bills
  - (d) Doubt that the Contract can be completed for the balance then unpaid.

The Contractor shall indemnify and save harmless the Township from and against all losses, all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Township, by reason of

any act or omission of the said Contractor, his agents or employees, in the execution of the work in the guarding of it.

17. The Contractor shall not start work under this Contract until he has obtained all the insurance required hereunder and has submitted copies of the appropriate insurance as evidence of coverage to the Township Trustees for their approval. The Contractor shall not allow any subcontractor to start work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
18. The Contractor shall procure and maintain, during the life of this Contract, Public Liability Insurance and automobile liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount of not less than \$2,000,000 on the account of any one accident. Certificates of this insurance must be submitted to the Township before the Contract is executed.
19. The Contractor shall procure and maintain, during the life of this Contract, Property Damage Liability Insurance in an amount not less than \$1,000,000 per occurrence. Certificates of this insurance must be submitted to the Township before the Contract is executed.
20. The Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation for all their employees who are working at the project site under this Contract. All subcontractors shall likewise provide the Worker's Compensation for all their employees who work at this project site. Certificates of this insurance must be submitted to the Township before the Contract is executed.
21. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
22. The Township and Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
23. The Contractor shall, as directed by the Township, remove from public and private property, at his expense, all temporary structures, rubbish and waste materials resulting from his operations. When it is necessary for the Contractor to enter upon private property with equipment, he shall secure a written release from the property owner and same release shall be filed with the Township.
24. No work in general shall be done between the hours of 7:00 P.M. and 7:00 A.M., nor on Sunday – except as is necessary for the proper care and protection of the work already

performed, or except in the case of an emergency, and then only with the permission of the Township. The Township shall be notified in advance at least two (2) working days before starting the project.

25. For each calendar day that any work shall remain uncompleted after the Contract completion date, the liquidated damages shall be as called for in Section 108.07 of the ODOT Construction and Materials Specifications, dated January 1, 2010. Written requests for extensions to the completion date due to inclement weather will be considered by the Township Trustees.
26. The Contractor will comply with Sections 153.59, 4112.02 and 153.60 O.R.C. Discrimination and Intimidation on Account of Race, Creed, Sex, Handicap or Color and Forfeiture, when performing the work on this project.
27. An individual, firm or corporation to whom the Contractor sublets part of the Contract to be performed on the job site who, prior to such undertaking, shall receive the written consent of the Engineer, and must be qualified under 5525.02 through 5525.09 inclusive, O.R.C.
28. The Contractor and all subcontractors shall pay the prevailing minimum wage to all labor employed on this project, during the life of this Contract, as ascertained and determined for Putnam County, Ohio. A copy of the said prevailing rates of wages is attached in this booklet.  
Also, if during the life of this Contract, the County Engineer upon receipt from the Ohio Bureau of Employment Service, Wage & Hour Division, of a notice of a change in prevailing wage rates for Putnam County, shall within seven (7) days notify the Contractor and all subcontractors of the respective wage changes related to this project. The Contractor and all subcontractors shall immediately make those necessary adjustments in the prevailing wage rates that their laborers, workmen and mechanics are currently receiving to the new prevailing wage rates that are issued by the Ohio Bureau of Employment Service, Wage & Hour Division.

**SPECIAL INFORMATION FOR BIDDERS  
PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

**ASPHALT CONCRETE MIX SPECIFICATIONS**

A) Description – Items 301,401, 402, 403, 421, 441 and 448 of the 2010, Ohio Department of Transportation Construction and Material Specifications shall apply, except as noted below:

- 1) No reclaimed Asphalt as a part of asphalt content for Item 448.
- 2) JMF Required for Items 448-1 & 301-1 and Submitted with Quote.
- 3) NO SLAG SAND

B) Materials – shall be:

448-1 Medium Surface Course

Coarse Aggregate	#8 LS Aggregate – 56%
Fine Aggregate	Natural or MFG Sand – 44%
Asphalt Cement	PG 64-22 - 6.3% AC Content

448-1 Medium Intermediate Course

Coarse Aggregate	#8's Aggregate – 60%
Fine Aggregate	Natural or MFG Sand – 40%
Asphalt Cement	PG 64-22 - 6.1% AC Content

301-1 Medium Base Course

Coarse Aggregate	#57 LS Aggregate – 42%
Coarse Aggregate	#8 LS Aggregate – 13%
Rap	Rap (-) 1/2" – 25%
Fine Aggregate	Natural or MFG Sand – 20%
Asphalt Cement	PG 64-22 - 5.0% AC Content

405 Cold Mix (1997 ODOT C. & M. Spec)

Aggregate	#8 Limestone
Asphalt	CM-90 or Equivalent – 4.6% by wt.
Choke Aggregate	# 9 Limestone – 10 lb./SY

Mixing – shall be in accordance with 401.08.

Basis of Payment – Payment for accepted quantities, will be made at the quoted price per ton.

**SPECIAL INFORMATION FOR BIDDERS  
PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

**ITEM 422 CHIP SEAL**

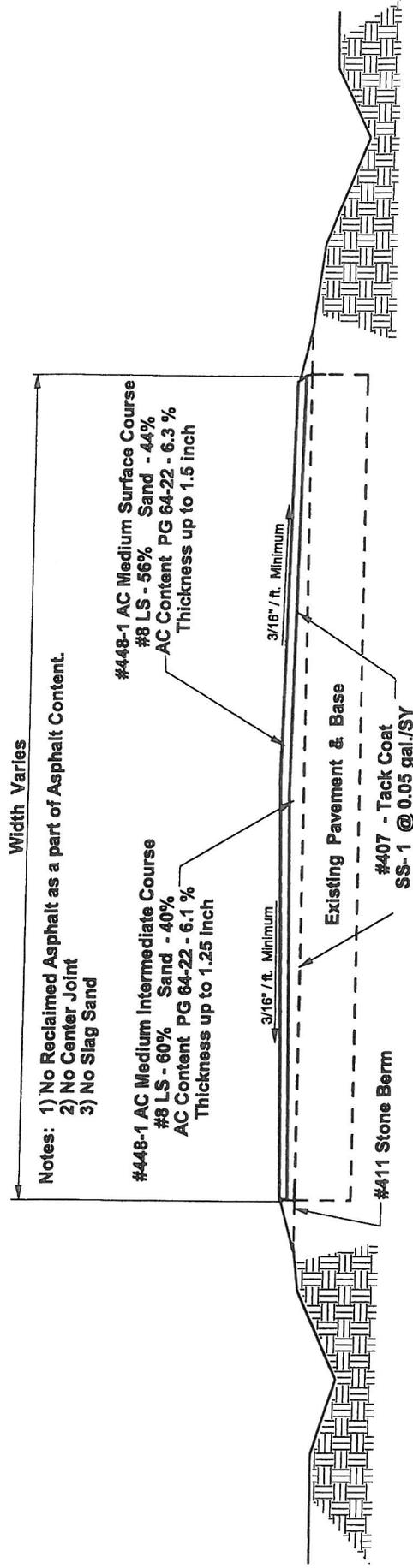
- A) Description – Work shall consist of constructing a wearing surface composed of one or more applications of bituminous material and cover aggregate, in place and compacted in accordance with these specifications and in reasonable close conformity with the lines, grades and typical sections as shown on plans or as directed by Putnam County Engineer. Item #422 of the 2010 Ohio Department of Transportation Construction and Material Specifications shall apply,
- B) Aggregate used on each road segment must be of **uniform color and shape**.
- C) Sweep excess aggregate within 24 to 48 hours.
- D) Materials – shall be:
- |                  |                                       |
|------------------|---------------------------------------|
| Aggregate        | #8 LS – 26 to 30 lb. per Sq. Yd.      |
| Asphalt Emulsion | HFRS-2P – 0.40 to 0.44 gal. / Sq. Yd. |
| OR               |                                       |
| Aggregate        | #9 LS – 18 to 22 lb. per Sq. Yd.      |
| Asphalt Emulsion | HFRS-2P – 0.30 to 0.34 gal. / Sq. Yd. |

Basis of Payment – Payment for accepted quantities, in place, will be made at the contract price per ton and per gal.



# PUTNAM COUNTY ENGINEER

## PUTNAM COUNTY, OHIO

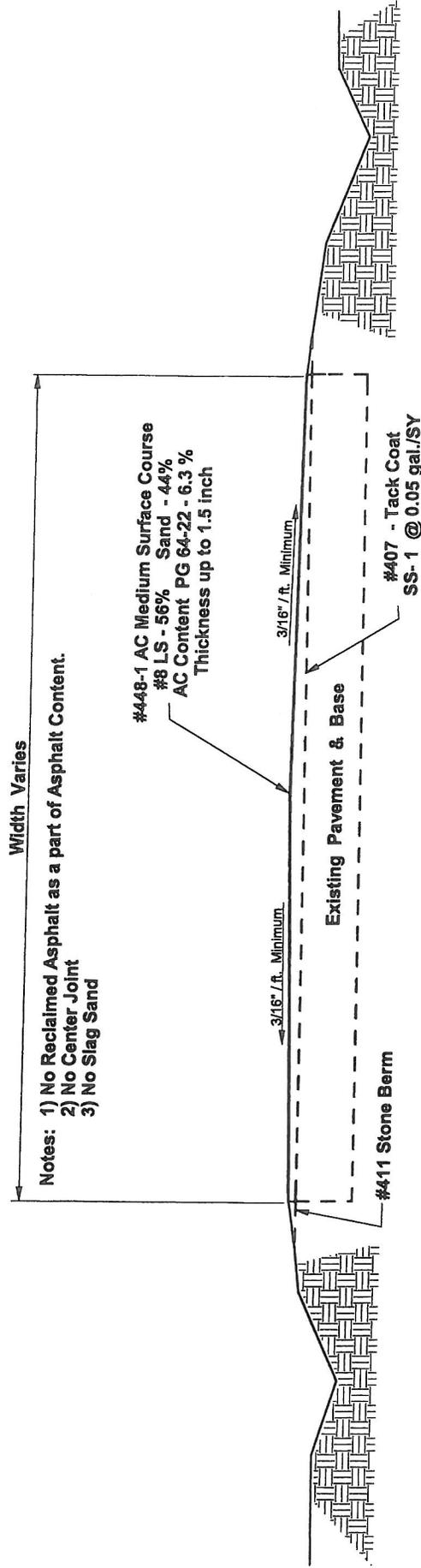


# TYPICAL ROADWAY BITUMINOUS HOT MIX RESURFACING

## DOUBLE COURSE

# PUTNAM COUNTY ENGINEER

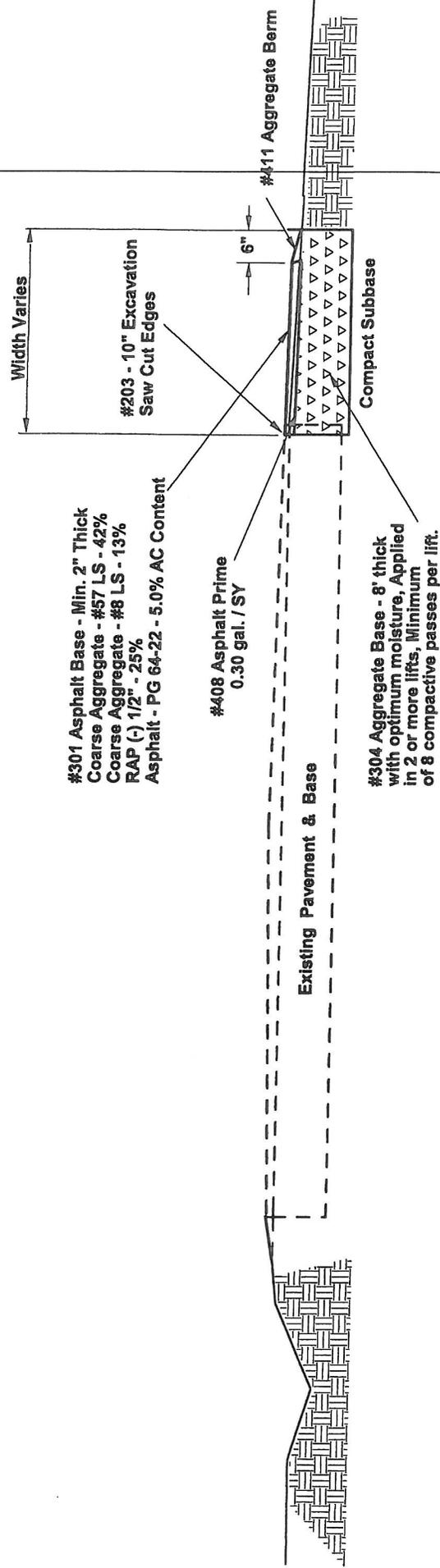
## PUTNAM COUNTY, OHIO



### TYPICAL ROADWAY BITUMINOUS HOT MIX RESURFACING SINGLE COURSE

# PUTNAM COUNTY ENGINEER

## PUTNAM COUNTY, OHIO



#301 Asphalt Base - Min. 2" Thick  
 Coarse Aggregate - #57 LS - 42%  
 Coarse Aggregate - #8 LS - 13%  
 RAP (-) 1/2" - 25%  
 Asphalt - PG 64-22 - 5.0% AC Content

#408 Asphalt Prime  
 0.30 gal. / SY

Width Varies  
 #203 - 10" Excavation  
 Saw Cut Edges

6"

#411 Aggregate Berm

Compact Subbase

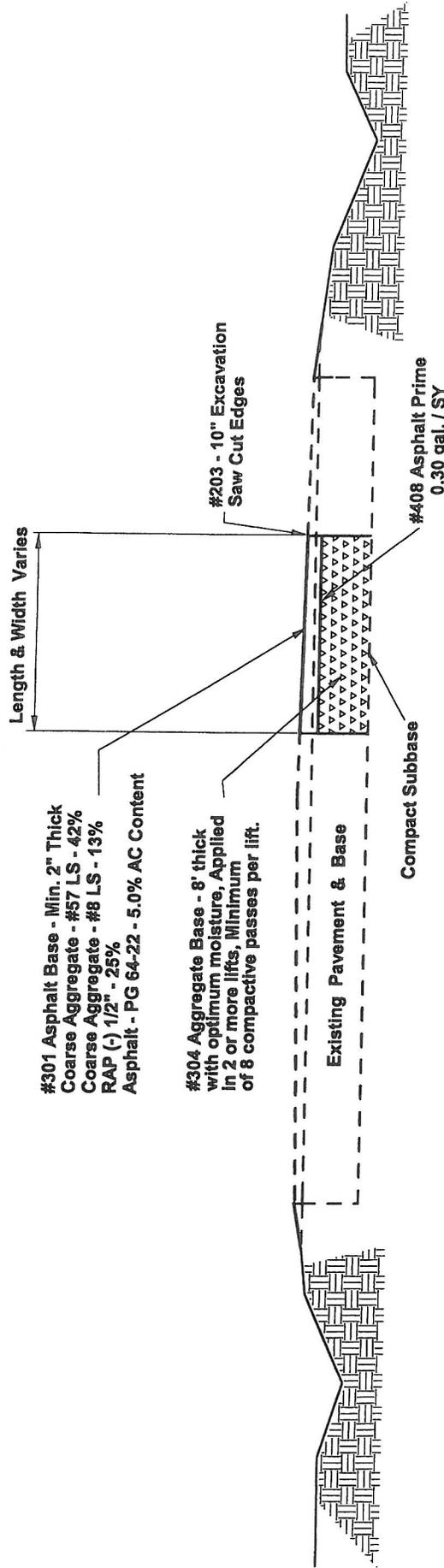
Existing Pavement & Base

#304 Aggregate Base - 8' thick  
 with optimum moisture, Applied  
 in 2 or more lifts, Minimum  
 of 8 compactive passes per lift.

# TYPICAL ROADWAY ONE-SIDED WIDENING

# PUTNAM COUNTY ENGINEER

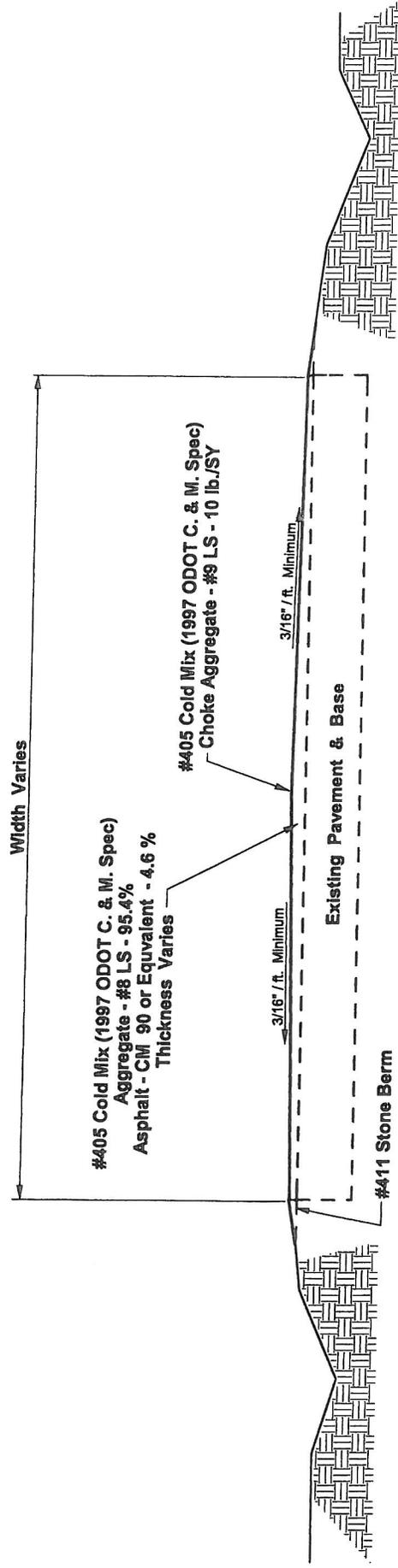
## PUTNAM COUNTY, OHIO



**TYPICAL ROADWAY FULL DEPTH SPOT REPAIR**

# PUTNAM COUNTY ENGINEER

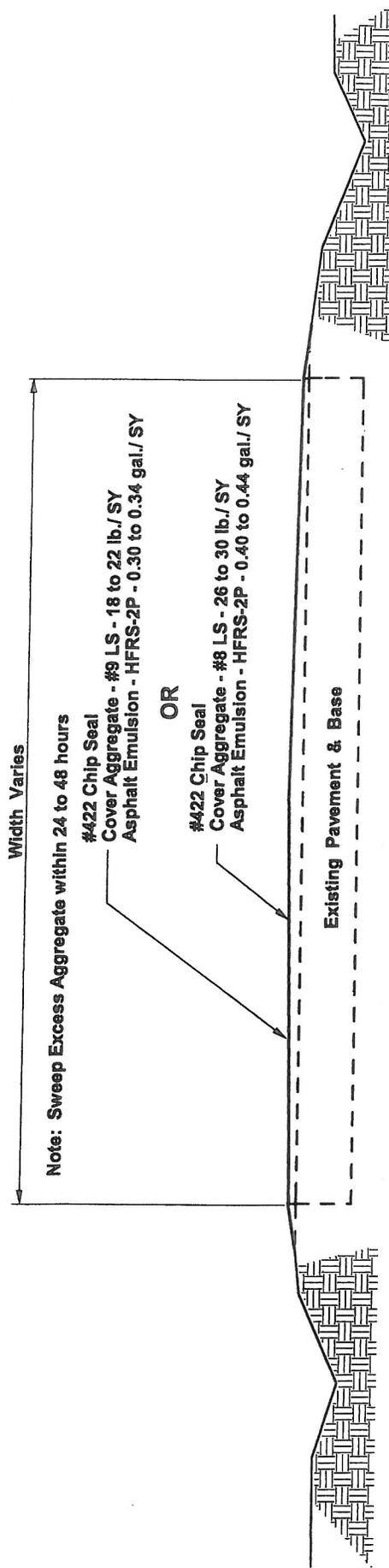
## PUTNAM COUNTY, OHIO



### TYPICAL ROADWAY BITUMINOUS COLD MIX RESURFACING SINGLE COURSE - NO CENTER JOINT

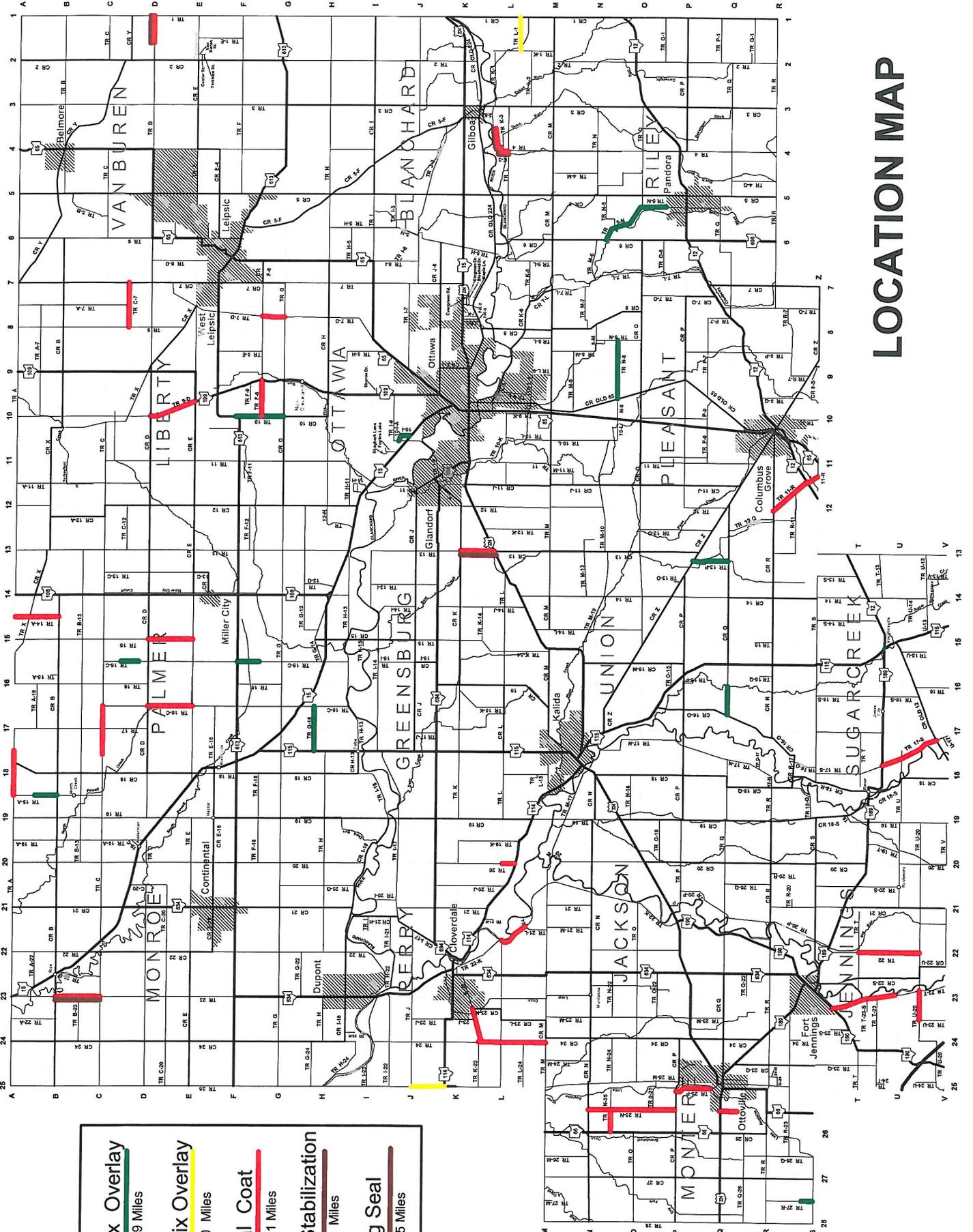
# PUTNAM COUNTY ENGINEER

## PUTNAM COUNTY, OHIO



### TYPICAL ROADWAY SINGLE CHIP SEAL

# 2016 PUTNAM COUNTY TWP ROAD PROGRAM



Hot Mix Overlay	8.49 Miles
Cold Mix Overlay	1.50 Miles
Seal Coat	24.71 Miles
Cement Stabilization	2.3 Miles
Fog Seal	0.75 Miles

## LOCATION MAP



## 2016 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

### Road Listing & Description

### PROPOSAL A

#### Hot & Cold Asphalt overlays

<u>Township</u>	<u>Road</u>	<u>Location</u>	<u>Length</u>	<u>Width</u>	<u>Thickness</u>	<u>Description</u>	<u>Tack or Choke</u>	<u>Tons Asphalt</u>
Blanchard	L-1	From CR 1 to TR 1-K	0.75	12.0	2.0	Item #405 Cold Mix Asphalt	26	455.4
Greensburg	G-16	From TR 16-C to SR 115	0.98	12.5	2.0	Item #448 Hot Mix Asphalt	359	797.7
Liberty	10	From SR 613 to CR G	1.00	18.0	1.5	Item #448 Hot Mix Asphalt	528	879.1
Monterey	27-R	From TR S to North	0.25	12.0	1.5	Item #448 Hot Mix Asphalt	88	146.5
Ottawa	10-I	From TR I-9 to SR 15	0.25	16.0	1.5	Item #448 Hot Mix Asphalt	117	195.4
Palmer	15-C	0.2 mi N. of TR E to North-East sd.	0.40	6.0	2.0	Item #448 Hot Mix Asphalt	70	156.3
	15-C	From SR 613 to South	0.50	11.0	2.0	Item #448 Hot Mix Asphalt	161	358.2
	18-A	From CR B to North	0.50	12.0	2.0	Item #448 Hot Mix Asphalt	176	390.7
Perry	25	From TR J to SR 114	0.75	16.0	1.5	Item #405 Cold Mix Asphalt	35	455.4
Pleasant	N-8	From TR 8-N to Old SR 65	1.31	12.0	1.5	Item #448 Hot Mix Asphalt	461	767.8
Riley	5-N	From Pandora Corp. to CR 6	1.66	16.0	1.25	Item #448 Hot Mix Asphalt	779	1081.0
Sugar Creek	Alley	Post Office to Cross St.	0.07	9.0	1.50	Item #448 Hot Mix Asphalt	18	30.8
	Alley	Cross St. North to End	0.08	10.0	1.50	Item #448 Hot Mix Asphalt	23	39.1
	Pearl St.	Vine St. to Cross St.	0.09	10.0	1.50	Item #448 Hot Mix Asphalt	26	44.0
Union	13-P	From CR Z to CR Q	0.80	12.0	1.5	Item #448 Hot Mix Asphalt	282	468.9
	Q	From CR 16-O to East 0.60 mile	0.60	12.0	1.5	Item #448 Hot Mix Asphalt	211	351.6
<b>Total Miles</b>			<b>9.99</b>					
<b>Total Berm</b>	<b>949</b>	<b>Tons</b>	<b>Total Tack</b>	<b>3302</b>	<b>Gals.</b>	<b>Total Hot Mix Asphalt</b>	<b>5707</b>	<b>Tons</b>
			<b>Total #9 Choke</b>	<b>62</b>	<b>Tons</b>	<b>Total Cold Mix Asphalt</b>	<b>911</b>	<b>Tons</b>

#### Milling and Spot Repairs

<u>Township</u>	<u>Road</u>	<u>Location</u>	<u>Length</u>	<u>Width</u>	<u>Thickness</u>	<u>Description</u>	<u>Unit</u>
Ottawa	10-I	From TR I-9 to SR 15	600	Varies	10"	Full Depth Base Repairs	270 SY

Total CY Excavation	0	CY	Total #301 Asphalt	0	Tons
Total #304 Base	0	Tons	Total #448 Surface Asphalt	5707	Tons
Total Milling	0	SY	Total #448 Inter. Asphalt	0	Tons
Total #408 Prime	0	Gal.	Total Subgrade Compaction	0	SY
Total Full Depth Base Repairs	270	SY			



# 2016 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

## Chip Seal Road Listing & Description

### PROPOSAL B Chip Seals and Fog Seals

<u>Township</u>	<u>ROAD</u>	<u>LOCATION</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>Stone Size &amp; Rate</u>	#8 or #9 Tons	RS-2P Gals.
						<u>Stone</u>	<u>Emulsion</u>
Blanchard	K-3	From TR L to North & East	0.60	12.0	Double # 8 Stone - 0.42gal/25 lb.	105.6	3548
Over Cement Stabilization							
Jackson	24	From TR L to TR M	1.00	19.0	# 9 Stone - 0.32gal/20 lb.	111.5	3567
	22-K	From TR L to TR 21-L	0.48	10.0	# 9 Stone - 0.32gal/20 lb.	28.2	901
	20	From Twp. Line South to SR 114	0.25	12.0	# 9 Stone - 0.32gal/20 lb.	17.6	563
Jennings	23-T	From SR 190 to South	1.50	18.0	# 9 Stone - 0.32gal/20 lb.	158.4	5069
	22	From TR T to TR U-20	1.48	14.0	# 9 Stone - 0.32gal/20 lb.	121.6	3890
	U-20	From TR 23-T to TR 23-U	0.71	18.0	# 9 Stone - 0.32gal/20 lb.	75.0	2399
Liberty	9-D	From CR D to SR 109	1.00	16.0	# 8 Stone - 0.42 gal/25 lb.	117.3	3942
	C-7	From CR 7 to TR 8	1.00	12.0	# 8 Stone - 0.42 gal/25 lb.	88.0	2957
	7-D	From TR F-6 to TR G	0.50	14.0	# 8 Stone - 0.42 gal/25 lb.	51.3	1725
	F-6	From SR 109 to TR 10	0.80	12.0	# 8 Stone - 0.42 gal/25 lb.	70.4	2365
Ottawa	13	From CR K to SR 224	0.75	16.0	# 8 Stone - 0.42 gal/25 lb.	88.0	2957
Monroe	23	From CR B to TR C	1.10	17.0	Double - # 9 Stone - 0.32 gal/20 lb.	219.5	7022
Over Cement Stabilization							
Monterey	25-N	From CR N to CR P	2.00	16.0	# 8 Stone - 0.42 gal/25 lb.	234.7	7885
	N-25	From TR 25-N to SR 66	0.50	12.0	# 8 Stone - 0.42 gal/25 lb.	44.0	1478
	25-P	From CR P to Ottoville Corp.	1.00	18.0	# 8 Stone - 0.42 gal/25 lb.	132.0	4435
	P-25	From TR 25-P to School	0.26	18.0	# 8 Stone - 0.42 gal/25 lb.	34.3	1153
Palmer	15	From CR D to TR E	1.00	12.0	# 8 Stone - 0.42 gal/25 lb.	88.0	2957
	14-A	From CR B North to Co. Line	1.00	11.0	# 8 Stone - 0.42 gal/25 lb.	80.7	2710
	A	From TR 18-A to East 1/2 mile	1.00	11.5	# 8 Stone - 0.42 gal/25 lb.	84.3	2834
	16-C	From CR D to TR E	1.00	11.0	# 8 Stone - 0.42 gal/25 lb.	80.7	2710
	C	From TR 16-C to West	1.10	12.0	# 8 Stone - 0.42 gal/25 lb.	96.8	3252
Perry	24	From TR K-22 to TR L	0.50	16.0	Double - # 9 Stone - 0.32gal/20 lb.	93.9	3004
	K-22	From CR 23-K to TR 24	0.85	16.0	Double - # 9 Stone - 0.32gal/20 lb.	159.6	5106
Pleasant	11-R	From SR 12 South to Allen Co. Line	0.32	16.0	# 8 Stone - 0.42 gal/25 lb.	37.5	1262
	11-R	From CR R to SR 12	1.01	16.0	# 8 Stone - 0.42 gal/25 lb.	118.5	3982
Sugar Creek	17-S	From SR 189 to Old SR 12	1.40	17.5	# 8 Stone - 0.42 gal/25 lb.	179.7	6037
Van Buren	D	From TR 1 to West	0.60	14.0	# 8 Stone - 0.42 gal/25 lb.	123.2	4140
Over Cement Stabilization							

**Total Miles 24.71**

Total Stone    Total Emulsion

**TOTAL CHIP SEAL PROGRAM    2840    93851**

#9 Stone    985    Tons

#8 Stone    1855    Tons

<u>Township</u>	<u>Road</u>	<u>Location</u>	<u>Length</u>	<u>Width</u>	<u>Application Rate</u>	<u>Description</u>	<u>Unit</u>
Ottawa	13	From CR K to SR 224	0.75	16.0	0.12 gal/sy	QF-40 Fog Seal	845

**Total Miles 0.75**

**TOTAL FOG SEAL PROGRAM    845    Gal.**



**2016 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM**  
**Road Listing & Description**

**PROPOSAL C**  
**Cement Stabilization**

<u>Township</u>	<u>Road</u>	<u>Location</u>	<u>Length</u>	<u>Width</u>	<u>Thickness</u>	<u>Description</u>	<u>Unit</u>	
Blanchard	K-3	From TR L to North & East	0.60	12.0	12"	Cement Stabilization - FDR	4224	SY
Monroe	23	From CR B to 0.1 Mi S of TR C	1.1	17.0	12"	Cement Stabilization - FDR	10971	SY
Van Buren	D	From TR 1 to West 0.60 mile	0.60	14.0	12"	Cement Stabilization - FDR	4928	SY

**Total Cement Stabilization 20123 SY**



**2016  
PUTNAM COUNTY TOWNSHIPS  
ROAD MAINTENANCE  
BID FORM  
PROPOSAL A**

<u>Bid Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>		<u>Total</u>	
				<u>Material</u>	<u>Labor</u>	<u>Unit Price</u>	<u>Total Price</u>
203	Roadway Excavation	0	CY	\$ -	\$ -	\$ -	\$ -
204	Subgrade Compaction	0	SY	\$ -	\$ -	\$ -	\$ -
253	Pavement Repair, as per plan	270	SY	\$ -	\$ -	\$ -	\$ -
254	Pavement Planning	0	SY	\$ -	\$ -	\$ -	\$ -
301	Asphalt Concrete - Base Course	0	Ton	\$ -	\$ -	\$ -	\$ -
304	Aggregate Base	0	Ton	\$ -	\$ -	\$ -	\$ -
405	Asphalt Concrete - Cold Mix - CM 90	911	Ton	\$ -	\$ -	\$ -	\$ -
405	#9 Stone Choke for Cold Mix	62	Ton	\$ -	\$ -	\$ -	\$ -
448	Asphalt Concrete Inter. - Hot Mix 64-22	0	Ton	\$ -	\$ -	\$ -	\$ -
448	Asphalt Concrete Surface - Hot Mix 64-22	5,707	Ton	\$ -	\$ -	\$ -	\$ -
448	Asphalt Concrete Leveling - Hot Mix 64-22	0	Ton	\$ -	\$ -	\$ -	\$ -
408	Prime Coat (0.35 gal/SY)	0	Gal	\$ -	\$ -	\$ -	\$ -
407	Tack Coat (SS-1 - 0.10 gal/SY)	3,302	Gal	\$ -	\$ -	\$ -	\$ -
411	Stabilized Crushed Aggregate	949	Ton	\$ -	\$ -	\$ -	\$ -
624	Mobilization	11	Ea.	\$ -	\$ -	\$ -	\$ -
614	Maintaining Traffic	11	Ea.	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>						<b>\$</b>	<b>-</b>

**Contactor's Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



**2016  
PUTNAM COUNTY TOWNSHIPS  
ROAD MAINTENANCE  
BID FORM  
PROPOSAL B**

<b>Bid Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>		<b>Total</b>	
				<b>Material</b>	<b>Labor</b>	<b>Unit Price</b>	<b>Total Price</b>
422	Chip Seal Asphalt Emulsion - HFRS-2P	93,851	Gal	\$ -	\$ -	\$ -	\$ -
422	Chip Seal Aggregate Cover #8 Stone	1,855	Ton	\$ -	\$ -	\$ -	\$ -
422	Chip Seal Aggregate Cover #9 Stone	985	Ton	\$ -	\$ -	\$ -	\$ -
SPEC	Fog Seal (QF-40, 0.12 gal/SY)	845	Gal	\$ -	\$ -	\$ -	\$ -
624	Mobilization	12	Ea.	\$ -	\$ -	\$ -	\$ -
614	Maintaining Traffic	12	Ea.	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>						<b>\$</b>	<b>-</b>

**Contactor's Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



**2016  
 PUTNAM COUNTY TOWNSHIPS  
 ROAD MAINTENANCE  
 BID FORM  
 PROPOSAL C**

<u>Bid Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>		<u>Total</u>	
				<u>Material</u>	<u>Labor</u>	<u>Unit Price</u>	<u>Total Price</u>
SPEC	Cement Stabilization Base Reconstruction	20,123	SY	\$ -	\$ -	\$ -	\$ -
624	Mobilization	3	Ea.	\$ -	\$ -	\$ -	\$ -
614	Maintaining Traffic	3	Ea.	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>						<b>\$</b>	<b>-</b>

**Contactor's Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



**PUTNAM COUNTY ENGINEER**  
**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF**  
**NON-DELINQUENT PERSONAL PROPERTY TAXES**  
Ohio Revised Code Section 5919.042

**State of Ohio:**

To: \_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

The undersigned, being first duly sworn, having been awarded a contract for the **Putnam County Township Trustees Road Maintenance Program**, hereby states that they are not charged, at the time the bid was submitted, with any delinquent personal property taxes on the general tax list of personal property of any county in which they have territory and that they are not charged with delinquent personal property taxes on any such list. In consideration of the award of the above-mentioned contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_

State of Ohio    )  
                          ) ss.  
Putnam County )

Before me, a Notary Public in and for the said County and State, personally appeared the above name \_\_\_\_\_, who swore before me and signed in my presence.

IN TESTIMONY WHEREOF, I  
HAVE SET MY HAND AND  
OFFICIAL SEAL IN \_\_\_\_\_,  
OHIO, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2016

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



**PUTNAM COUNTY ENGINEER**  
**OWNER CERTIFICATE OF**  
**LEGAL COUNSEL**  
Ohio Revised Code Section 153.44

**REF: PUTNAM COUNTY TOWNSHIP TRUSTEES ROAD MAINTENANCE PROGRAM**

I, Gary Lammers, Putnam County Prosecutor, legal counsel for the Putnam County Commissioners, Putnam County, Ohio do hereby approve the foregoing CONTRACT with \_\_\_\_\_ as to form.

I have examined the attached Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Gary Lammers  
Putnam County Prosecutor

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



**PUTNAM COUNTY ENGINEER  
NON-COLLUSION AFFIDAVIT**

**STATE OF OHIO**

**COUNTY OF PUTNAM**

BID Identification **PUTNAM COUNTY TOWNSHIP TRUSTEES ROAD MAINTENANCE PROGRAM**

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, association, 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 any one 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 any one to fix the BID price of said BIDDER or of any BIDDER, or to fix any overhead, profit or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the Owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further. That said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

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

\_\_\_\_\_  
Signature Bid Preparer

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

(Seal)

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



**PUTNAM COUNTY ENGINEER  
CERTIFICATIONS**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ of the corporation named as Contractor herein, that who signed this  
Agreement on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation; that said Agreement was duly signed for and in behalf of said corporation  
by authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_ Corporate

\_\_\_\_\_ SEAL

**PERFORMANCE AND PAYMENT BOND (OR BONDS)**

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

FEDERAL I.D. # \_\_\_\_\_ OR SS # \_\_\_\_\_

Are you a minority business?      \_\_\_\_\_ Yes      \_\_\_\_\_ No



**PUTNAM COUNTY ENGINEER  
NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:

**PUTNAM COUNTY TOWNSHIP TRUSTEES ROAD MAINTENANCE PROGRAM**

The OWNER has considered the BID submitted by you on \_\_\_\_\_, 20\_\_\_\_ 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 information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within five (5) 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 guaranty subject to the liability as 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 the NOTICE OF AWARD to the OWNER.  
Dated the \_\_\_\_\_ day of July, 2016.

OWNER

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



# PUTNAM COUNTY ENGINEER

## NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

### PROJECT DESCRIPTION:

### **PUTNAM COUNTY TOWNSHIP TRUSTEES ROAD MAINTENANCE PROGRAM**

You are hereby notified to commence WORK in accordance with the Agreement dated July \_\_\_\_, 2016, on or before July \_\_\_\_, 2016, and you are to substantially complete the WORK by September 30, 2016, and fully complete all WORK by October 14, 2016. The date of completion of all WORK is therefore **October 14, 2016**.

### OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**STATE OF OHIO EQUAL EMPLOYMENT  
OPPORTUNITY**

**REQUIREMENTS AND BID CONDITIONS FOR  
OPWC-ASSISTED CONSTRUCTION PROJECTS**

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

**These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects, and must be regarded as an integral component of the bidder's response. The bidder must, as a part of its bid response: elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract.**

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the Equal Opportunity Center at 77 South High Street, 24th Floor, Columbus, Ohio 43266-0408. Phone: (614) 466-8380.

**STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**AND BID CONDITIONS FOR**

**OPWC-ASSISTED CONSTRUCTION PROJECTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code 123:2-3-02 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and the Ohio Administrative Code 123:2-3-02 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects to the provisions of said executive orders.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

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

>>> Does this bidder have a valid Certificate of Compliance? \_\_\_ Yes \_\_\_ No

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

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

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? \_\_\_ Yes \_\_\_ No

**OR**

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions ? \_\_\_ Yes \_\_\_ No

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

**BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

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

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

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Division of Public Works' Regulations on Equal Employment Opportunity (hereinafter DPW Regulations) and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports (OAC 123:2-9-01) required by the DPW Regulations and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in the DPW Regulations and such other sanctions may be instituted and remedies invoked, as provided in said DPW Regulations or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of DPW Regulations, the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>> The prime contract bidder hereby adopts the foregoing covenants ? \_\_\_ Yes \_\_\_ No

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Authorized Officer                      Date

\_\_\_\_\_  
Title

>>> **PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity Purposes.**

**"APPENDIX A" OF THE STATE EEO BID CONDITIONS**

**MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES**

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and

Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

**AKRON**

Trade

Asbestos Workers	10.0%
Boilermakers	10.0%
Bricklayers	10.0%
Electricians	10.0%
Elevator Constructors	10.0%
Glaziers	10.0%
Ironworkers	10.0%
Operating Engineers	10.0%
Painters	10.0%
Plasterers	10.0%
Plumbers	10.0%
Roofers	10.0%
Sheet Metal Workers	10.0%
Plasterers	10.0%
Sheet Metal Workers	10.0%

**CINCINNATI**

Trade

Asbestos Workers	9.0%
Boilermakers	9.0%
Carpenters	10.0%
Elevator Constructors	11.0%
Floor Layers	10.0%
Glaziers	10.0%
Lathers	10.0%
Marble, Tile & Terrazzo Workers & Helpers	8.0%
Millwrights	10.0%
Operating Engineers	11.0%
Painters	11.0%
Pipefitters	11.0%
Roofers	10.0%
Sheet Metal Workers	11.0%
Other Trades	11.0%

**COLUMBUS**

Trade

Asbestos Workers	10.0%
Boilermakers	10.0%
Bricklayers	10.0%
Carpenter	10.0%
Cement Mason	10.0%
Elevator Constructors	10.0%
Glaziers	10.0%
Ironworkers	10.0%
Lathers	10.0%
Operating Engineers	10.0%
Painters	10.0%
Plasterers	10.0%
Plumbers&Pipefitters	10.0%
Plumbers	11.0%
Other Trades	10.0%

**CLEVELAND**

**WARREN**

Trade

Asbestos Workers	17.0%
Boilermakers	10.0%
Carpenters	16.0%
Electricians	20.0%
Elevator Constructors	16.0%
Glaziers	17.0%
Ironworkers	13.0%
Operating Engineers	17.0%
Painters	17.0%
Pipefitters	17.0%
Plasterers	20.0%
Plumbers	17.0%
Roofers	17.0%
Other Trades	17.0%

**DAYTON**

Trade

Asbestos Workers	11.0%
Boilermakers	11.0%
Carpenters	11.0%
Electricians	11.0%
Elevator Constructors	11.0%
Ironworkers	11.0%
Lathers	11.0%
Millwrights	11.0%
Operating Engineers	11.0%
Painters	11.0%
Plumbers	11.0%
Sheet Metal Workers	11.0%
Other Trades	11.0%

**YOUNGSTOWN -**

Trade

Asbestos Workers	9.0%
Bricklayers	9.0%
Carpenters	9.0%
Electrical Workers	9.0%
Elevator Constructors	9.0%
Floor Mechanics	9.0%
Glaziers	9.0%
Ironworkers	9.0%
Lathers	9.0%
Operating Engineers	9.0%
Painters & Pipefitters & Steamfitters	9.0%
Sheet Metal Workers	9.0%
Teamsters & Chauffeurs Workers	9.0%

**TOLEDO**

Trade

Asbestos Workers	9.0%	Lathers	9.0%
Boilermakers	9.0%	Operating Engineers	9.0%
Carpenters	9.0%	Painters	9.0%
Electricians	9.0%	Plumbers	9.0%
Elevator Constructors	9.0%	Sheet Metal Workers	9.0%
Glaziers	9.0%	Other Trades	9.0%
Ironworkers	9.0%		

## **"APPENDIX B" OF THE STATE EEO BID CONDITIONS**

### **SPECIFIC AFFIRMATIVE ACTION STEPS**

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities

on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

**EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.

4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

**"APPENDIX C" OF THE STATE EEO BID CONDITIONS**

**FEMALE UTILIZATION GOALS -  
GOVERNOR'S AMENDED EXECUTIVE ORDER 84-9**

Governor's Amended Executive Order 84-9 regarding women in the construction labor force, went into effect November 30, 1984. To be in compliance with this order, all contractors and all subcontractors must meet or exceed the goal of six and nine-tenths percent (6.9%) female utilization. This percentage of female utilization is expressed in terms of female hours of training and employment as a proportion of the total hours to be worked by the contractor's entire workforce in each craft or trade on all projects, both state and non-state, in the State of Ohio during the performance of its State-assisted contract.

No contractor's compliance shall be judged alone by whether or not goals and timetables are met. Rather, each contractor's compliance posture shall be reviewed and determined by examining the contents of the contractor's affirmative action plan or the contract compliance with the state's affirmative action plan and its good faith efforts to implement such program to meet the goals established.

Reporting shall be done by the contractor on Input Form 29, Ohio Construction Information Reporting System, and submitting it to the State Equal Employment Opportunity Coordinator. Further questions concerning this should be addressed to the State Equal Opportunity Coordinator, 77 South High Street, 24th Floor, Columbus, OH 43266-0408. Phone: (614) 466-8380.

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

Form for Independent Contractor with fields: LAST NAME, FIRST NAME, MI, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form for Company, Business or Organization with fields: BUSINESS/ORGANIZATION NAME, PHONE, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, BUSINESS/ORGANIZATION REPRESENTATIVE NAME, TITLE.

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE (with 'X' mark) and DATE fields.

# PREVAILING WAGE THRESHOLD LEVELS

## IMPORTANT NOTICE

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

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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<b>As of January 1, 2016:</b>
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<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$88,495</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$26,514</b>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

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



## Prevailing Wage Determination Cover Letter

**County:**  ▼  
**Determination Date:** 05/26/2016  
**Expiration Date:** 08/26/2016

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

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General

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

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

### Certified Payroll Heading

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

### Information by Column

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





## Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4009  
Reynoldsburg, OH 43068-9009  
Phone 614-644-2239 | Fax 614-728-8639  
TTY/TDD 800-750-0750  
www.com.ohio.gov  
An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor  
Andre T. Porter, Director

## 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 \$84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$25,261 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.



**Department of Commerce**

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4009  
Reynoldsburg, OH 43068-9009  
Phone 614-644-2239 | Fax 614-728-8639  
TTY/TDD 800-750-0750  
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor  
Andre T. Porter, Director

**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.**





# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2015fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/20/2015 Last Posted : 05/20/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$33.34		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.59	\$64.26
Class 2	\$33.22		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.47	\$64.08
Class 3	\$32.18		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.43	\$62.52
Class 4	\$31.00		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.25	\$60.75
Class 5	\$25.54		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.79	\$52.56
Class 6	\$33.59		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.84	\$64.64
Class 7	\$33.59		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.84	\$64.64
Class 8	\$33.84		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.09	\$65.01
Great Lakes Floating Agreement												
Class 1	\$39.70		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$53.25	\$73.10
Class 2A	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 2B	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 3	\$34.00		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.55	\$64.55
Class 4	\$28.30		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.85	\$56.00
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$16.67	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$30.92	\$39.26
2nd Year	60.00	\$20.00	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.25	\$44.26
3rd Year	70.00	\$23.34	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.59	\$49.26
4th Year	80.00	\$26.67	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.92	\$54.26
Field Mech Trainee Class 2												
1st year	49.82	\$16.61	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$30.86	\$39.16
2nd year	59.78	\$19.93	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.18	\$44.15



3rd year	69.73	\$23.25	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.50	\$49.12
4th year	79.73	\$26.58	\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.83	\$54.12

**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. 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. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

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

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

### Special Jurisdictional Note :

#### Details :

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

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

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or



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

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

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

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

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

#### GREAT LAKES FLOATING AGREEMENT:

Class 1 - Diver,Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman ( Master Mechanic)

Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator ( Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane ( over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.







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

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

### Details :

#### Group 1

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

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

#### Group 2

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



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

### Group 3

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

### Group 4

Miner, Welder, Gunitite Nozzle Person

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

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





at this time.

**Ratio :**

3 Journeymen to 1 Apprentice  
per company/project

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

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

**Special Jurisdictional Note :**

**Details :**

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



at this time.

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3 Journeymen to 1 Apprentice  
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