



Clermont County OH

SEPTEMBER 2023

**MIAMI TOWNSHIP
DERBYSHIRE STORM SEWER PROJECT
BID AND CONTRACT DOCUMENTS**

MIAMI TOWNSHIP, OHIO

Ken Tracy
Trustee

Mary Makley Wolff
Trustee

Mark Schulte
Trustee

Eric C. Ferry
Fiscal Officer

Bid Opening Date:

Thursday, September 14, 2023, at 2:00 p.m.

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SECTION 1

NOTICE TO CONTRACTORS
INSTRUCTIONS TO BIDDERS

NOTICE TO CONTRACTORS

Sealed proposals will be received at the Office of the Board of Trustees of Miami Township, Clermont County, at 6101 Meijer Drive, Milford, Ohio 45150 by certified mail before 2:00 p.m. on Thursday, September 14, 2023, or may be delivered in person on Thursday, September 14, 2023, before 2:00 p.m. at the Miami Township Civic Center, 6101 Meijer Drive, Milford, Ohio, 45150 at which time bids will be opened for the construction of the following improvements:

Derbyshire Storm Sewer Project

THE PROJECT SCOPE: The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes approximately 60 LF of new storm sewer including new catch basins, connecting to existing 60" storm sewer, plug and seal an existing pipe, all performed according to the plans and specifications provided. This is a prevailing wage project.

Copies of the contract documents may be obtained Monday through Friday, 8:00 a.m. - 4:00 p.m., beginning Thursday, August 31, 2023, at the Miami Township Service Department, located at 6007 Meijer Drive, Milford, Ohio 45150, or online at www.miamitwpoh.gov.

NOTE: If contract documents are obtained from www.miamitwpoh.gov, contact john.musselman@miamitwpoh.gov in order to be notified of the issuance of any addenda for this project.

A mandatory pre-bid meeting is not required, however; all bidders must attest that they have visited the site.

In accordance with the ORC Section 153.54, each bid must be accompanied by either a bid bond, in the prescribed form, and in the full amount of the bid or a certified check, cashier's check or letter of credit. The certified check, the cashier's check or letter of credit may be in the amount of ten (10) percent of the bid. The bid bond, the certified check, the cashier's check and the letter of credit are subject to the provisions of section 153.54 of the ORC. The successful bidder shall also be required to post a performance bond.

The successful bidder must provide a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

The successful bidder must also provide an affidavit that all indebtedness of such contractor on account of material incorporated into the work or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

The successful bidder must provide a notarized statement that at the time of making his bid he was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, according to Revised Code Section 5719.042.

The Board of Trustees of Miami Township reserves the right to reject any or all bids.

BOARD OF TRUSTEES, MIAMI TOWNSHIP, CLERMONT COUNTY

ERIC C. FERRY
Fiscal Officer

INSTRUCTIONS TO BIDDERS

1. Sealed proposals will be received by:

BOARD OF TRUSTEES
MIAMI TOWNSHIP
6101 Meijer Drive
Milford, OH 45150

As set forth in the Specifications. Proposals will be publicly opened and read aloud.

2. Proposals must be presented on the Bid Proposal sheet included in the Bid Proposal section of the Contract Documents.
3. Bidders only may obtain Specifications from www.miamitwpoh.gov or:

Miami Township Service Department
6007 Meijer Drive
Milford, Ohio 45150

4. The Owner is The Board of Trustees Miami Township, Clermont County, OH, and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or the Owner's authorized representative.
5. All proposals shall be submitted in sealed envelopes addressed to:

BOARD OF TRUSTEES
MIAMI TOWNSHIP
6101 Meijer Drive
Milford, OH 45150

The outside of the envelope shall be clearly marked:

Derbyshire Storm Sewer Project

6. Bidders may withdraw bids, in person only, at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted for a period of ninety (90) days.
7. The Owner reserves the unrestricted privilege to reject any, part of any or all Bids received.
8. No proposal nor any obligation hereunder to be assumed by the Owner shall be accepted until such time as the Owner or Owner's representative, may deposit in the U.S. Mail, or hand to the Bidder, personally, written notice addressed to Bidder at the address given on the Proposal of acceptance of Proposal.

9. Bidders are required to examine, before submitting their bids, the location of the proposed work, as well as, the plans and specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in all the documents which are part of this contract. Also, no information derived from the Owner or Engineer will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract. The Owner does not guarantee the location of any sub-surface structures, nor the character of any sub-surface materials shown on the plans regarding such structures and materials is based on the best data available but is not to be regarded as conclusive.
10. A bidder at any time may request from the Owner in writing a clarification of such conflict or discrepancy. A written response will be issued as prescribed in paragraphs 25 and 26 of these instructions. If any discrepancy is incurred after entering into a contract with the Contractor, the order of compliance stated above will be strictly adhered to.
11. Proposals must be made out on the blank form in the Specifications Book signed and accompanied by bond or certified check, sealed and addressed to the Owner, and must be deposited, UNDETACHED from the Specification Book, with necessary papers attached thereto.
12. No contract will be awarded to any bidder who is in arrears to the Owner upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said Owner.
13. Contract(s) will be awarded to the lowest responsive and responsible Bidder as determined by the Owner in accordance with the ORC Section 9.312.
14. Bidders are required to state in their proposals their names and places of residence and the names and places of residence of all persons interested with them, and if no other persons be so interested they shall distinctly state the fact.
15. In case of partnership, the firm name and the name of each individual partner must be signed and in the case of corporation, one of the corporate officers duly authorized to do so shall sign his name, with title, together with the corporation name. Corporate resolutions must be presented showing that the corporation is authorized to bid upon and enter into a contract and identifying the individuals authorized to sign the bid documents and contract for the corporation.
16. The Bidder must have the project totally completed by the time specified in the bid Documents.
17. Bid security in the form provided in the Bid Guaranty and Contract Bond (Section 153.571, Ohio Revised Code) must accompany each bid form and shall be made out in the amount of one hundred (100) percent of the total base bid.
18. After a contract has been awarded to the bidder, he or she shall be required to execute the contract and furnish a performance and maintenance bond satisfactory to the Owner within ten (10) days from the date of service of notice to the effect. In case of failure to do so, he or she will be considered as having abandoned the Contract, and the deposit accompanying the proposal shall there upon be forfeited to the Owner and the work may

be awarded to the next qualified bidder or re-advertised. Such bond shall be from an approved Guaranty Company, satisfactory to the Owner for the faithful performance of the contract and the maintenance obligations as hereinafter set forth for the period of one (1) year, in the sum of one hundred (100) percent of the total price bid for the completed work.

19. All proposals shall be publicly opened and read immediately after the time stated in the advertisement. A time and place for the public Bid Opening is set forth in the Legal Notice.
20. The Bidder must submit at the time requested the various statements required.
21. Additional instructions are included in the copy of the Legal Notice in this set of documents. The Legal Notice takes precedence over any portion of these instructions, which may be in conflict with the instructions.
22. Instructions must be adhered to; failure to observe them strictly shall constitute a sufficient cause for the rejection of a bid.
23. The Owner reserves the right to require the Bidder to present satisfactory evidence that he/she has been regularly engaged, as either Principal or Superintendent, in the business of constructing work similar to that proposed herein. Also, the Owner reserves the right to require the Bidder to present satisfactory evidence that he is fully prepared with necessary capital, material, machinery and equipment to conduct the work contracted for to the satisfaction of Owner and to begin promptly when so ordered. Failure to have performed satisfactorily any Contract awarded to the Bidder or any other person by the Owner shall be sufficient reason for rejection of the proposal.

24. NOT USED

INTERPRETATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

25. If any person who plans to submit a bid for the proposed work is in doubt as to the true meaning of the plans, specifications or contract documents, he may submit a written request to the Engineer for the interpretation thereof. Any interpretation of the proposed documents will be made by Addendum only, duly issued, and a copy of such Addendum will be mailed or delivered to each prospective bidder. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

ADDENDA

26. Change in, or clarification of, the contract documents, determined after the date of the initial advertisement, will be made by Addenda. Such Addenda will be mailed to all prospective bidders at the addresses given. It is the bidder's responsibility to ascertain that all Addenda have been examined and understood by him or her. The Owner will check immediately before bids are opened to make sure that all bidders have received copies of any Addenda issued.

DISCRIMINATION

27. The Contractor agrees that in the hiring of employees for the performance of the proposed work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf, shall, by reason of race, creed, sex, handicap, national origin, color or age discriminate against any citizen of the state in employment of labor or workers who are qualified and available to perform the work to which the employment relates.

Also, the Contractor agrees that neither he or she nor any of his or her subcontractors, nor any person acting in his or her behalf, shall discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, handicap, national origin, color or age.

28. NOT USED

29. The Contractor shall maintain awareness of current and shall comply with all existing and future laws, ordinances and regulations of the federal, state, county and municipal governments, in any manner affecting his or her employees, or the conduct of the work, or the materials used or employed in the work.

30. After the award of the contract, the Contractor shall prepare and submit to the Engineer, a progress schedule of a type and in a manner satisfactory to the Owner, showing graphically the progress rate on which time for completion is based. Should the progress rate of the work fall behind this schedule to such extent that the completion date may not be met, and if the Contractor after written notice to that effect, makes no substantial effort to speed up his or her work and to meet the schedule, then the Owner may notify the Contractor's surety of the circumstances or may declare the work abandoned or forfeited and proceed accordingly.

Proposals are invited only from Contractors who understand and accept the conditions laid down in these "Instructions to Bidders", and in the specifications following, and who expect to work in compliance with them and the plans and special provisions.

31. NOT USED

EMERGENCY TELEPHONE NUMBERS

32. The Contractor must submit Emergency 24 hour telephone numbers to the Owner on the Company letterhead at the Pre-Construction meeting.

UNDERGROUND UTILITIES

33. The contractor will be responsible for notifying the Ohio Utilities Protection Service (800-362-2764) and Clermont County Sewer and Water at 513-732-7970. The utilities have NOT been located on the drawings. Care shall be taken to identify and work around.

34. NOT USED

35. NOT USED

36. NOT USED

37. NOT USED

OSHA PROVISIONS

38. Work of this Contract shall be performed in accordance with "Safety and Health Regulations for Construction" and subsequent amendments, as promulgated by the Department of Labor and identified as Chapter XVII of Title 9, code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).
39. Each and every provision of the law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

SECTION 2

**General Notes of the Construction Contract
Exceptions/Substitutions Page**

GENERAL NOTES OF THE CONSTRUCTION CONTRACT

1.1.0 GENERAL INSTRUCTIONS

Project Bid:

Derbyshire Storm Sewer Project

Bid Opening Date: **Thursday, September 14, 2023, at 2:00 p.m.**

1.1.1

All bids submitted for consideration by the Miami Township Board of Trustees must comply with these instructions in order to be considered. These instructions set forth minimum requirements as terms and conditions of the purchase, therefore, if any time frames, bid bond or surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

1.1.2

Bids shall be submitted in a sealed envelope marked accordingly with Project Bid **Derbyshire Storm Sewer Project** and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

1.1.3

All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs. (See Specifications **1.3.0**)

1.1.4

Price per unit to be quoted F.O.B. Miami Township, Clermont County, Ohio (INSTALLED). All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

1.1.5

A bid bond or certified check in the amount specified in the Legal Notice must accompany the bid. Bids submitted without bond will be rejected.

1.1.6

Miami Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio Sales Tax. Prices shall not include these taxes.

1.1.7

The successful bidder must provide the Fiscal Officer with a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

1.1.8

The Contractor will furnish the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00. Each policy shall name Owner and its officers and trustees as additional assureds.

1.1.9

The successful bidder must also provide the Fiscal Officer with an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

1.1.10

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Offeror is required to complete the affidavit contained in the Proposal/ Bid.

Failure to submit the required form with the Proposal / Bid packet will deem the Offeror's response to be non-responsive and disqualified from receiving further consideration.

1.1.11

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on general tax list of personal property in Clermont County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Fiscal Officer to the Clermont County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

1.1.12

NON-ASSIGNABILITY: No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township.

1.1.13

MECHANICS LIEN LAW (ORC 1311.25 to 1311.32): Every sub-contractor, materialman or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

The successful bidder must give a guarantee on the completed project against defective pavement surface resulting from inferior materials, or workmanship. Replacement of all such material and repairs necessary shall be made without any expense to the Township. The Guarantee period will begin on the date of final approval and acceptance by the Township. Acceptance is subject to inspection by the person(s) authorized by the Township Trustees to make inspections.

1.1.14

NOT USED

1.1.15

The bidder shall furnish a reference listing of similar installations within one hundred (100) miles of Miami Township, Clermont County, in the years 2018 and 2019. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.1.16

Bidders are required to submit a **completed** copy of this bid document including the following specifications. Bids must contain a completed Bidder's Response Form. Any exception must be detailed on the EXCEPTIONS page. Any bid failing to meet these requirements will not be accepted.

1.1.17

The Miami Township Trustees reserve the right to waive any informalities or irregularities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Township and to hold such bids for a period of sixty (60) days before taking any action thereon.

1.1.18

When analyzing the bids submitted, superior technology, workmanship, and materials, etc. will be considered in addition to price. It is Miami Township's intent to accept the lowest and best bidder who meets the requirements of Section 153.54 of the Revised Code after a thorough analysis of the bids. Miami Township reserves the right to reject any and all bids.

1.1.19

Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Miami Township Trustees may result in cancellation of the contract.

The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.

1.1.20

The Township reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract or fails to make installation within the time stated, unless the time is extended by the Township Service Director.

1.1.21

In case of default by the bidder or contractor, Miami Township may procure the services from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

1.1.22

Bids will not be accepted after the date and time stated in the invitation to bid.

1.1.23

LIQUIDATED DAMAGES: Failure to complete the work within the time specified in these Specifications shall result in Liquidated Damages calculated in accordance with Sections 108.06, 108.07 or 108.08 of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2019.

1.2.0 ACCEPTANCE AND FINAL PAYMENT

1.2.1

Final payment shall be due thirty (30) days after receipt of invoice (in triplicate) by Miami Township, Clermont County, Ohio; provided the work be then fully completed and the contract fully performed.

Any payment not made to a subcontractor, materialman or laborer by the Contractor within one hundred twenty (120) days from the date that work was last performed shall be deducted from the Contractor's final payment.

1.2.2

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

1.2.3

Before the final payment is made the Contractor will satisfy the requirements of Paragraph 1.1.13 Mechanics Lien Law, of this specification.

1.2.4

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the

final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within thirty (30) days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended.

1.2.5

Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project.

1.2.6

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices, or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

1.2.7

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or materialman and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

1.2.8

PERFORMANCE BOND AND PAYMENT BOND: The Owner Shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

1.3.0 SPECIFICATIONS

1.3.1

The following specifications are written to indicate acceptable type and quality. Bids on comparable designs as to function and general construction are solicited provided that:

- (a) The general design and operation of the proposed project conforms to the intent of these specifications.
- (b) All exceptions to the specifications must be clearly described in supplemental information submitted with bid.

1.3.2

NOT USED

1.3.3

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point should be regarded as meaning only best commercial practice will prevail and that only materials and workmanship of first quality are to be used.

If the bidder has any additions, alteration or corrections to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 ½" x 11" paper and affix them firmly to this proposal.

1.3.4

Exceptions may be allowed where it is demonstrated that such exception is equal to or superior to the purchaser's stated specification. Total exception to the specifications is not permitted.

1.3.5

All materials shall be new and of the best grade in its particular line. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Miami Township Officials.

EXCEPTIONS/SUBSTITUTIONS

All Bids must be based on the specified materials and construction standards. Bidder is to list any substitutions or exceptions for which consideration is desired, showing the addition or reduction in price to be made relative to the specified materials and/or standards for each requested substitution. If the substitution is accepted, or stating "No Change in Price", if none is proposed.

| Brand or Make specified | Proposed substitution | Change in cost |
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It is understood and agreed that the proposal submitted is based on furnishing materials and construction standards as specified and entitles the Owner to require that such named substitutions be incorporated in the work if the requests are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed: _____

Title: _____

SECTION 3

**General Requirements and Detailed Specifications
Signature Sheet**

GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

Derbyshire Storm Sewer Project

SCOPE OF WORK

This project consists of:

The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes approximately 60 LF of new storm sewer including new catch basins, connect to existing 60" storm pipe, disconnect plug and seal existing 18" storm pipe, all performed according to the plans and specifications provided and labeled as:

Derbyshire Storm Sewer Project

and consisting of the cover sheet, typical section, general notes and estimated quantities (all on one page).

The Contractor shall provide all the labor and furnish all the materials, except as herein otherwise specified, necessary for properly performing and completing the work per the itemized construction activities listed in the plans and on the "Quantity Estimate and Bid Tabulation" page of this document. The methods, materials, and appliances used therefore shall conform to the current edition of the State of Ohio Department of Transportation Construction and Materials Specifications. These specifications can be found on the ODOT website listed below:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2019-Online-Spec-Book.aspx>

Any items required, including labor, equipment, and/or materials, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except where noted in the plans and specifications. **All work shall be completed by November 17, 2023.** The Contractor shall provide all the labor and furnish all the materials necessary for properly performing and completing the work of the Contract.

GENERAL REQUIREMENTS

The current edition of the State of Ohio, Department of Transportation, "Construction and Material Specifications" with amendments, deletions and additions and the "Standard Construction Drawings", current editions, latest revision are adopted and made a part of these Contract Documents.

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All references to OWNER shall be considered to read the BOARD OF TRUSTEES, MIAMI TOWNSHIP, and CLERMONT COUNTY, OHIO.

The herein above-mentioned documents may be amended by the Owner to conform to local conditions.

All references to the Trustees shall be considered to read the Owner.

All references to the Director, the Director of Highways, the First Assistant Director, the Deputy Director, Chief Engineer, the Deputy Director of Design and Construction, the Engineer of Maintenance, the Engineer of Bridges, and the Engineer of Tests shall be considered to read the Owner.

PENALTIES

Should the Contractor not complete all work within the time attached, the OWNER shall keep a record of all expenditures for inspection, supervision, engineering and administration after the end of the allotted time and shall deduct that amount from the final payment.

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This shall include those areas used by construction traffic for access to and from the work areas.

Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation shall be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributes to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

CLEANUP AND RESTORATION

The Contractor shall be responsible for maintaining a neat, clean job site. Areas damaged as a result of construction shall be repaired as directed by the Engineer. Payment for work shall be included in the total price bid for the Project.

JOB SUPERINTENDENT

The Job Superintendent initially assigned to this project shall remain assigned to the project until the project is completed. Only upon written authorization or request from the Engineer can the superintendent be transferred from this project.

ESTIMATED QUANTITIES

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Board, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

PRE-CONSTRUCTION MEETING

Following the award of the contract and before starting any work, the contractor and his superintendent, shall meet with the Engineer and a representative of Miami Township for a pre-construction meeting. The purpose of such meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time and place of the meeting.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Engineer in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Miami Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

GUARANTEE

The Contractor hereby guarantees that all workmanship and all material furnished under the contract comply fully with the requirements of the Plans and Specifications. If at any time within one (1) year after the date of the final inspection, any defect should appear which in the opinion of the Engineer is due to inferior materials or workmanship, the Contractor guarantees that he will immediately, without cost to the Township, do whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor of his Surety. **The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished the Surety by the Owner.**

STORAGE OF CONSTRUCTION MATERIALS

The Contractor shall obtain prior approval of the Township for the locations to be used for the temporary storage of construction materials, tools, and/or machinery on site.

All such materials, tools, and machinery shall be neatly and compactly piled in such a manner so as to cause the least inconvenience to the property owners and to the public. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

DEBRIS REMOVAL/STREET SWEEPING

The Contractor will be responsible for removal from the site of all construction debris material.

SITE CONDITIONS

Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK

The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or

can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

O.S.H.A

The prime contractor and any subcontractor may make their own arrangements with respect to obligations, but neither may delegate any legal responsibility to the other. In no case shall the prime contractor be relieved of the overall responsibility for the compliance with the requirements of CFR 1910 & 1926 Occupational Safety and Health General Construction Industry Standards for all the work to be performed under the contract.

The prime contractor assumes all obligations prescribed as employer obligations under the CFR 1910 & 1926 standards whether or not he subcontracts any part of the work. With respect to subcontracted work, the prime contractor and subcontractors shall be deemed to have joint safety and health responsibility of the work site.

DETAILED SPECIFICATIONS

The current edition of the State of Ohio Department of Transportation Construction and Material Specifications and the current edition of the Subdivision Street Design and Construction Standards for Clermont County, Ohio apply to this project. The water main (and its associated appurtenances) shall conform to Clermont County Water Resources rules and regulations.

SIGNATURE SHEET

By signing this bid, the bidder has certified that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

The bidder or his duly authorized agent will sign this page in the space provided below signifying that he has read the proposal and specifications and understands them.

If the bidder has any additions, alterations, or correction to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 1/2" x 11" paper and affix them firmly to this proposal.

COMPANY

ADDRESS

TELEPHONE

SIGNATURE

EMERGENCY TELEPHONE NUMBER

SECTION 4

Prevailing Wage Requirements

Prevailing Wage Rates

PREVAILING WAGE REQUIREMENTS

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://www.actohio.org/clermont-county-pw-rates/>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half (1½) times the basic hourly rate for any hours worked beyond forty (40) hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071(C) of the Ohio Revised Code, three (3) weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibLoc23HevHwyA

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

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

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibLoc23HevHwyB

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

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

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2023ibLoc23Cinci

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

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---------------------------|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Bricklayer | \$33.48 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.03 | \$66.77 |
| Stone Mason | \$33.48 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.03 | \$66.77 |
| Pointer Caulker Cleaner | \$33.48 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.03 | \$66.77 |
| Refractory Workers | \$34.48 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$51.03 | \$68.27 |
| Refractory Worker Hot Pay | \$36.48 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$53.03 | \$71.27 |
| Sawman | \$33.73 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.28 | \$67.14 |
| Layout Man | \$33.73 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.28 | \$67.14 |
| Free Standing Chimney | \$33.98 | | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.53 | \$67.52 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 6 months | 70.00 | \$23.44 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39.99 | \$51.70 |
| 2nd 6 months | 74.00 | \$24.78 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$41.33 | \$53.71 |
| 3rd 6 months | 78.00 | \$26.11 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$42.66 | \$55.72 |
| 4th 6 months | 82.00 | \$27.45 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44.00 | \$57.73 |
| 5th 6 months | 86.00 | \$28.79 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$45.34 | \$59.74 |
| 6th 6 months | 90.00 | \$30.13 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$46.68 | \$61.75 |
| 7th 6 months | 94.00 | \$31.47 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$48.02 | \$63.76 |
| 8th 6 months | 98.00 | \$32.81 | \$9.55 | \$6.27 | \$0.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49.36 | \$65.77 |

| | | | | | | | | | | | | |
|--------------------------------|-------|---------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| MASON FINISHER 1-90 Days | 45.00 | \$15.07 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15.07 | \$22.60 |
| 90-365 Days | 45.00 | \$15.07 | \$9.55 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24.62 | \$32.15 |
| 366+ Days | 50.00 | \$16.74 | \$9.55 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$26.29 | \$34.66 |

Special Calculation Note : **In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

Mason Trainees Health and Welfare after 180 days

Ratio :

- 1-2 Journeyman to 1 Apprentice
- 3-4 Journeyman to 2 Apprentice
- 5-6 Journeyman to 2 Apprentice
- 7-10 Journeyman to 3 Apprentice

- 1 Apprentice permits 1 Mason Trainee
- 2 Apprentice permits 1 Mason Trainee
- 3 Apprentice permits 2 Mason Trainees
- 4 Apprentice permits 2 Mason Trainees

For each additional 5 Journeyman to 1 Apprentice,
for every 3 additional Apprentices, 1 Mason Finisher
may be added

Special Jurisdictional Note : In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

Details :

MASON FINISHER: duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced.

Refractory work is classified as working with any of the following materials:

Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun)
and any resinous cement.

Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver
SW Zone 2

Change # : LCN01-2023ibLoc2SWZone2

Craft : Carpenter Effective Date : 06/07/2023 Last Posted : 06/07/2023

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|----------------|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Carpenter | \$30.22 | | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$48.52 | \$63.63 |
| Pile Driver | \$30.22 | | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$48.52 | \$63.63 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 3 Months | 60.00 | \$18.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$18.13 | \$27.20 |
| 2nd 3 Months | 60.00 | \$18.13 | \$8.00 | \$0.00 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$29.48 | \$38.55 |
| 2rd 6 Months | 60.00 | \$18.13 | \$8.00 | \$0.00 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$29.48 | \$38.55 |
| 3rd 6 Months | 65.00 | \$19.64 | \$8.00 | \$0.00 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$30.99 | \$40.81 |
| 4th 6 Months | 65.00 | \$19.64 | \$8.00 | \$0.00 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$30.99 | \$40.81 |
| 5th 6 Months | 70.00 | \$21.15 | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$39.45 | \$50.03 |
| 6th 6 Months | 75.00 | \$22.66 | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$40.97 | \$52.30 |
| 7th 6 Months | 80.00 | \$24.18 | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$42.48 | \$54.56 |
| 8th 6 Months | 85.00 | \$25.69 | \$8.00 | \$6.95 | \$0.60 | \$0.00 | \$2.60 | \$0.15 | \$0.00 | \$0.00 | \$43.99 | \$56.83 |

Special Calculation Note : Other is for UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Carpenter duties shall include but not limited to: Pile driving, milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all material of

wood, plastic, metal, fiber, cork, and composition, and all other substitute materials: pile driving, cutting, fitting, and placing of lagging, and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment, and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jettied, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary.

Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

Change # : LCN01-2023ibCarpSWHevHwy

Craft : Carpenter Effective Date : 05/03/2023 Last Posted : 05/03/2023

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|----------------|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Journeyman | \$33.28 | | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$53.99 | \$70.63 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st 6 Months | 60.00 | \$19.97 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$40.68 | \$50.66 |
| 2nd 6 Months | 65.00 | \$21.63 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$42.34 | \$53.16 |
| 3rd 6 Months | 70.00 | \$23.30 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$44.01 | \$55.65 |
| 4th 6 Months | 75.00 | \$24.96 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$45.67 | \$58.15 |
| 5th 6 Months | 80.00 | \$26.62 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$47.33 | \$60.65 |
| 6th 6 Months | 85.00 | \$28.29 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$49.00 | \$63.14 |
| 7th 6 Months | 90.00 | \$29.95 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$50.66 | \$65.64 |
| 8th 6 Months | 95.00 | \$31.62 | \$8.44 | \$6.95 | \$0.60 | \$0.00 | \$4.57 | \$0.15 | \$0.00 | \$0.00 | \$52.33 | \$68.13 |

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice

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

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants.

When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2023ibLoc132

Craft : Cement Effective Date : 06/01/2023 Last Posted : 05/31/2023

| | BHR | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|----------------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | |
| Cement Mason | \$30.50 | \$7.60 | \$6.50 | \$0.65 | \$0.00 | \$0.24 | \$0.06 | \$0.00 | \$0.00 | \$45.55 | \$60.80 |
| Apprentice | Percent | | | | | | | | | | |
| 1st yr | 70.00 | \$21.35 | \$7.60 | \$6.50 | \$0.65 | \$0.00 | \$0.24 | \$0.06 | \$0.00 | \$36.40 | \$47.08 |
| 2nd yr | 80.00 | \$24.40 | \$7.60 | \$6.50 | \$0.65 | \$0.00 | \$0.24 | \$0.06 | \$0.00 | \$39.45 | \$51.65 |
| 3rd yr | 90.00 | \$27.45 | \$7.60 | \$6.50 | \$0.65 | \$0.00 | \$0.24 | \$0.06 | \$0.00 | \$42.50 | \$56.23 |

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

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 2 Apprentice
7 Journeymen to 3 Apprentice
10 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

- *Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2023ibCementHevHwy

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

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

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HewHwy 3

Change # : LCN01-2023ibLocalHewHwy3

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

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), 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, Guniting Nozzle Person

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265 Building

Change # : LCN01-2023ibLoc265

Craft : Laborer Effective Date : 06/01/2023 Last Posted : 05/31/2023

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|----------------------|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Laborer | \$25.90 | | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$43.95 | \$56.90 |
| Apprentice | Percent | | | | | | | | | | | |
| 0-1000 Hours | 80.00 | \$20.72 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$38.77 | \$49.13 |
| 1001 - 2000 Hours | 85.00 | \$22.01 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$40.07 | \$51.07 |
| 2001 - 3000 Hours | 90.00 | \$23.31 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$41.36 | \$53.01 |
| 3001 - 4000 Hours | 95.02 | \$24.61 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$42.66 | \$54.97 |
| More than 4000 Hours | 100.00 | \$25.90 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$43.95 | \$56.90 |

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice
thereafter per project

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger Wrecking Laborer, Bottom Man, Pipe Layer, Skid Steer, Industrial Fork Lift Operator, Burning Torch Operator, Jack Hammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggies, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous, Material Removal (Levels A,B & C), High Lifts, Lulls and Dingo, Tunnel Laborer.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

Change # : LCN01-2023ibLoc265A

Craft : Laborer Effective Date : 06/01/2023 Last Posted : 05/31/2023

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Laborer Mason Tender/ Scaffolding/ Forklift Operator | \$25.00 | | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$43.05 | \$55.55 |
| Apprentice | Percent | | | | | | | | | | | |
| 0-1000 Hours | 80.00 | \$20.00 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$38.05 | \$48.05 |
| 1001-2000 Hours | 85.00 | \$21.25 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$39.30 | \$49.93 |
| 2001-3000 Hours | 90.00 | \$22.50 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$40.55 | \$51.80 |
| 3001-4000 Hours | 95.00 | \$23.75 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$41.80 | \$53.68 |
| Over 4000 Hours | 100.00 | \$25.00 | \$8.20 | \$9.35 | \$0.40 | \$0.00 | \$0.00 | \$0.00 | \$0.10 | \$0.00 | \$43.05 | \$55.55 |

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice
thereafter per project

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

TENDERS: The tending of Masons and mixing, handling and conveying of all materials used by Brick or Stone Masons, whether done by hand or by any other procedure including but not limited to, all forklifts or other mechanical means, all heating and drying off all materials used by Brick or Stone Masons and cleaning and clearing of all debris.

SCAFFOLDING: The building and dismantling of scaffolding and staging for Masons shall be the work of the

Mason Tenders.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2023ibLoc18zone3

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

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|--|---------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | | |
| Operator Group A | \$41.49 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$57.74 | \$78.48 |
| Operator Group B | \$41.37 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$57.62 | \$78.30 |
| Operator Group C | \$40.33 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$56.58 | \$76.74 |
| Operator Group D | \$39.15 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$55.40 | \$74.97 |
| Operator Group E | \$33.69 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$49.94 | \$66.78 |
| Master Mechanic | \$41.74 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$57.99 | \$78.86 |
| Cranes & Mobile Concrete Pumps 150'-180' | \$41.99 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$58.24 | \$79.23 |
| Cranes & Mobile Concrete Pumps 180'-249' | \$42.49 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$58.74 | \$79.98 |
| Cranes & Mobile Concrete Pumps 249' and over | \$42.74 | | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$58.99 | \$80.36 |
| Apprentice | Percent | | | | | | | | | | | |
| 1st Year | 50.00 | \$20.75 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$37.00 | \$47.37 |
| 2nd Year | 60.00 | \$24.89 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$41.14 | \$53.59 |
| 3rd Year | 70.00 | \$29.04 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$45.29 | \$59.81 |
| 4th Year | 80.00 | \$33.19 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$49.44 | \$66.04 |
| Field Mechanic Trainee | | | | | | | | | | | | |

| | | | | | | | | | | | | |
|----------|-------|---------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 1st Year | 50.00 | \$20.75 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$37.00 | \$47.37 |
| 2nd Year | 60.00 | \$24.89 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$41.14 | \$53.59 |
| 3rd Year | 70.00 | \$29.04 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$45.29 | \$59.81 |
| 4th Year | 80.00 | \$33.19 | \$9.01 | \$6.25 | \$0.85 | \$0.00 | \$0.00 | \$0.09 | \$0.00 | \$0.05 | \$49.44 | \$66.04 |

Special Calculation Note : Other: Education & Safety \$0.09; *Misc is National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' – 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250-feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2023ibLoc18hevhwyII

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

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Special Jurisdictional Note :

Details :

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

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

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

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

Generators.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 392

Change # : LCN01-2023ibLoc392

Craft : Plumber/Pipefitter Effective Date : 06/01/2023 Last Posted : 05/31/2023

| | BHR | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|--------------------|---------|-------------------------|---------|---------|--------|---------|--------|------------------|----------|-----------|---------------|
| | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | | | | | | | | | | | |
| Plumber Pipefitter | \$38.62 | \$10.58 | \$13.93 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$0.00 | \$64.45 | \$83.76 |
| Plumber Helper | \$25.10 | \$10.48 | \$7.24 | \$0.79 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$43.61 | \$56.16 |
| Apprentice | Percent | | | | | | | | | | |
| 1st Year | 52.00 | \$20.08 | \$10.38 | \$1.05 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$32.83 | \$42.87 |
| 2nd Year | 55.00 | \$21.24 | \$10.38 | \$1.05 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$33.99 | \$44.61 |
| 3rd Year | 58.00 | \$22.40 | \$10.38 | \$7.74 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$41.84 | \$53.04 |
| 4th Year | 62.00 | \$23.94 | \$10.38 | \$7.74 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$43.38 | \$55.36 |
| 5th Year | 75.00 | \$28.96 | \$10.38 | \$13.93 | \$0.79 | \$0.00 | \$0.00 | \$0.53 | \$0.00 | \$54.60 | \$69.08 |

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 4 Apprentices
- 3 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

When more than Sixteen (16) Journeymen are employed additional apprentices may be acquired at a ratio of one (1) apprentice to four (4) journeymen.

Special Jurisdictional Note :

Details :

Helpers shall be permitted to work on ONLY , Exterior Sewers, Concrete, Vitrified Clay or PVC Pipe and Digging and Backfilling for Piping Work. The ratio shall not exceed 2 helpers to 1 Journeymen when performing the scope of work listed above

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHewHwy3

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

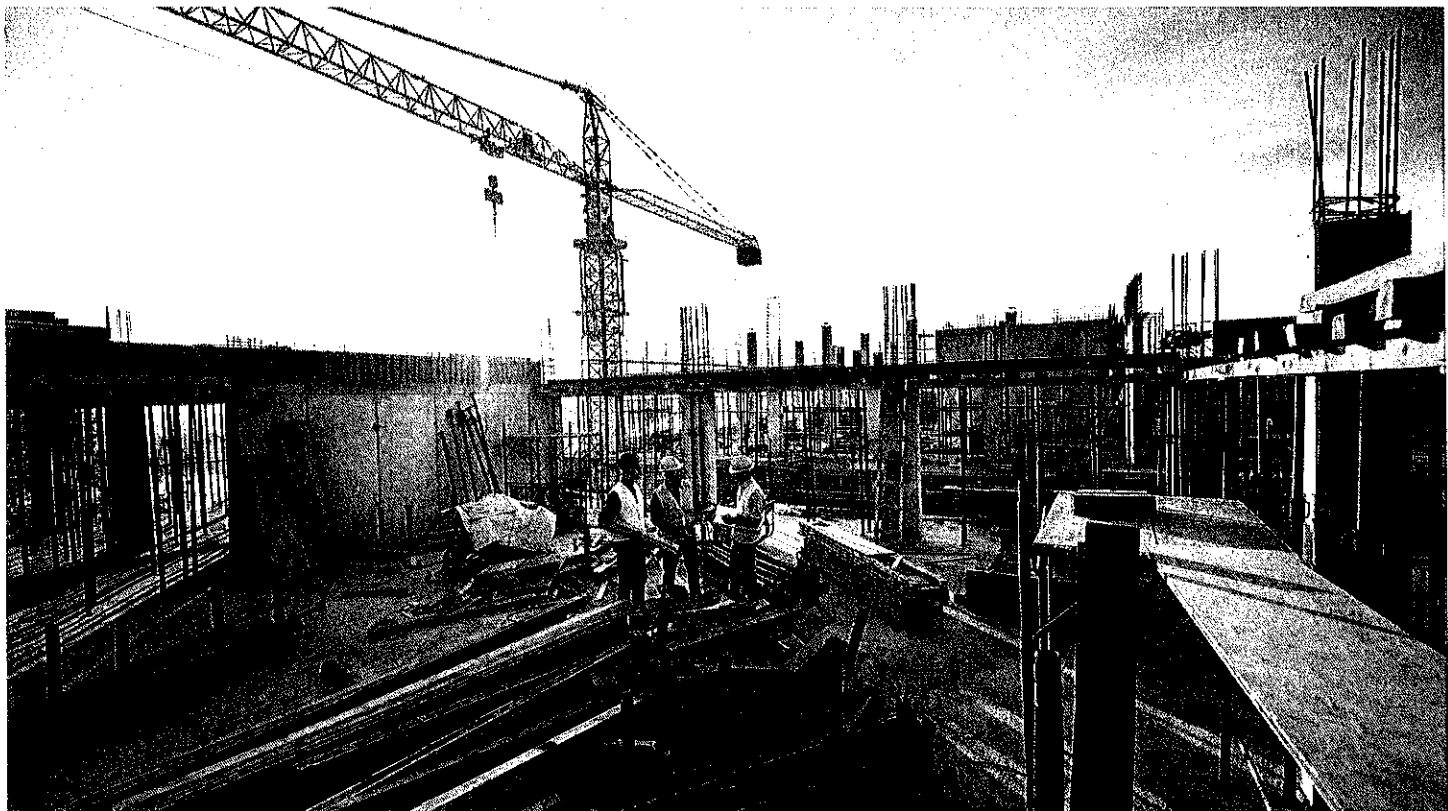
Special Jurisdictional Note :

Details :



Department of
Commerce

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](#)

Collapse All Sections

General Information



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

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

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

Prevailing Wage Complaint

| PROJECT INFORMATION | | DO NOT WRITE IN THIS AREA | |
|---|---------|---|--|
| Project Name: | | CASE NO. _____ Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Rejected <input type="checkbox"/> Yes <input type="checkbox"/> No Denied <input type="checkbox"/> Yes <input type="checkbox"/> No Contractor County: _____ Investigator Assigned: _____ | |
| Project Address: | | | |
| City: | | | |
| ZIP: | County: | | |
| Project: <input type="checkbox"/> Ongoing <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction, Alteration or Repair <input type="checkbox"/> Completed (<input type="checkbox"/> Over 2 years ago <input type="checkbox"/> Less than 2 years ago) <input type="checkbox"/> Prior to 9/29/11 | | | |

INCOMPLETE COMPLAINT FORMS WILL BE RETURNED

| PUBLIC AUTHORITY INFORMATION | | | | |
|---|--------|--|--|--|
| Public Authority Name: | | Address: | | Website/Email Address: |
| City: | State: | Zip: | County: | Telephone: () |
| Prevailing Wage Coordinator Name: | | Address: : | | Website/Email Address: |
| City: | State: | Zip: | County: | Telephone: () |
| Type of funding: <input type="checkbox"/> Public Funds <input type="checkbox"/> IRB <input type="checkbox"/> Other (attach explanation) | | | Project Dates: From: ____ / ____ / ____ To: ____ / ____ / ____ | |
| Were Prevailing Wage Rates issued? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Date Issued: ____ / ____ / ____ | | Rates posted at project site: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | Certified Payrolls Filed? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

| CONTRACTOR INFORMATION <small>List name of contractor complaint is against in Name (1).</small> | | | | |
|---|--------|------------|---------|-------------------|
| Name (1): | | Address: | | |
| City: | State: | Zip: | County: | Telephone: () |
| Email / Website: | | | | |
| <input type="checkbox"/> General <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor If Subcontractor, list name and address of General/Prime in name (2) | | | | |
| Name (2): | | Address: : | | |
| City: | State: | Zip: | County: | Telephone: () |
| Email / Website: | | | | |

| COMPLAINANT INFORMATION | | | | |
|---|--------|---|---------|-------------------|
| Name: | | Address: | | |
| City: | State: | Zip: | County: | Telephone: () |
| Other phone #'s: | | Email: | | |
| COMPLAINT STATUS: | | ALL PARTIES MUST ALEDGE A SPECIFIC COMPLAINT AND PROVIDE SUFFICIENT EVIDENCE FOR EACH REASON SELECTED FOR FILING THE COMPLAINT | | |
| <input type="checkbox"/> Employee | | <input type="checkbox"/> Prevailing wage not paid <input type="checkbox"/> Wages not paid | | |
| <input type="checkbox"/> Former Employee | | <input type="checkbox"/> Fringe Benefits not paid <input type="checkbox"/> Overtime | | |
| <input type="checkbox"/> Prevailing Wage Coordinator | | <input type="checkbox"/> Misclassifications <input type="checkbox"/> CPR Incorrect/missing information | | |
| <input type="checkbox"/> *Interested Party | | <input type="checkbox"/> No CPR's filed | | |
| Attach any information that will substantiate your claim | | | | |

*To allege Interested Party status you **MUST** attach with the complaint sufficient evidence that you have either bld on the public improvement or are a subcontractor or a bidder, labor organization representing current employees of a bidder, or association which presently has any of the above named persons as members, R.C. Sec.4115.03(F)

Enclose sufficient evidence to justify each reason selected on your complaint

INCOMPLETE OR UNSUBSTANTIATED COMPLAINTS MAY BE RETURNED

Work Classification(s)
(Apprentices show level/year)

Hourly Rate Paid? _____

P.W Rate: _____

Total hours on project: _____ Regular Hours _____ OT Hours

Dates Worked: From _____ / _____ / _____ To _____ / _____ / _____

YES NO

- ☐ ☐ Were you paid time and ½ for hours worked over 40 per week?
- ☐ ☐ Did employer provide written notice of job classification?
- ☐ ☐ Did employer provide written notice of Prevailing Wage Rate?
- ☐ ☐ Did employer provide written notice of name of the Prevailing Wage Coordinator?
- ☐ ☐ Were you threatened, intimidated, or coerced into giving up any of your pay?

What Fringe Benefits did the company pay? ☐ None

| FRINGE | AMOUNT | FRINGE | AMOUNT |
|---|--------|---|--------|
| <input type="checkbox"/> Health Insurance | _____ | <input type="checkbox"/> Life Insurance | _____ |
| <input type="checkbox"/> Paid Vacation | _____ | <input type="checkbox"/> Paid Holidays | _____ |
| <input type="checkbox"/> Paid Sick Leave | _____ | <input type="checkbox"/> Pension | _____ |
| <input type="checkbox"/> Bonus | _____ | <input type="checkbox"/> Other | _____ |
| <input type="checkbox"/> Training | _____ | | |

Hours worked recorded by:

- ☐ time card / sheet ☐ called into office
- ☐ recorded by foreman ☐ other

List names of employees you worked with on this project:

ADDITIONAL COMMENTS TO ASSIST IN THE INVESTIGATION:**SIGNATURE AND NOTARY**

Complaints will be returned if not complete, substantiated or signed

Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued against those persons who "knowingly swear and affirm the truth of a false statement when....the statement is sworn or affirmed before a notary public..."

Sworn to before me and subscribed by the said:

in my presence this _____ day of _____, 20

Notary Public

I hereby certify that this is a true statement to the best of my knowledge and belief.

Signature _____

Date _____

Return to:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage & Hour Administration
P.O. Box 4009, 6606 Tussing Road
Reynoldsburg, Ohio 43068-9009
614-644-2239
TTY/TDD: 1-800-750-0750
www.com.ohio.gov



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.

SECTION 5

Experience Statement

Understanding HB 694 Ohio's Pay To Play Law

Affidavit in Compliance with O.R.C. Section 9.24 Affidavit

Affidavit in Compliance with O.R.C. Section 3517.13 Affidavit

Declaration Terrorist Organization

Bid Guaranty

PERSONAL Property Tax Affidavit

EEO Affidavit

Non-Collusion Affidavit

Bid Response form

Quantity Estimate and Bid Tabulation

Detailed Drawings and Specifications

Affidavit of Contractor – Prevailing Wages

Contractor's or Subcontractor's Final Affidavit

Final Release of Lien

Notice of Award

Notice to Proceed

Bid Proposal

Agreement Between Contractor and Owner

Certification of Funds

EXPERIENCE STATEMENT

COMPLETED WORK WITHIN 100 MILES

The Bidder is required to provide a list of work similar to the proposed contract.

Please list: Contract Name, Owner's Name, Address, and Telephone Number

Understanding HB 694 Ohio's Pay to Play Law

Passed at the end of the 126th General Assembly, HB 694 became effective April 4, 2007. As introduced and passed by the Ohio House, the bill tightened the restrictions on pay to play contracting for vendors seeking state contracts. Amendments added by the Ohio Senate without input from political subdivisions extended these restrictions to contracts awarded by local governments, including boards of township trustees, boards of education and county commissioners.

Under the new law, any bid or unbid contract, purchase order or collective bargaining agreement with a value of more than \$500 will require the vendor to certify to the contracting authority that the vendor has not made a contribution to the contracting authority in an amount that exceeds the limits provided by law. The limits are \$1000 per an individual and \$2000 for individuals, partners and shareholders of the same firm. The contributions are aggregated among owners, partners, family members and shareholders so that even if the contributions are less than \$1000 they may trigger the prohibition if they exceed \$2000 in the aggregate. Labor organizations, public contributing entities affiliated with labor organizations, and PAC's affiliated with businesses are all subject to the contribution limits.

For any contract awarded to an individual, partnership, other unincorporated business, association including a professional association, estate, or trust, the following must certify they have not exceeded contribution limits:

- The individual
- Each partner or owner of the partnership or unincorporated business
- Each shareholder of the association
- Each administrator and each executor of the estate
- Each trustee of the trust
- Each spouse of any of the preceding persons
- Each child 7-17 years of age of any of the preceding persons

Any combination of the persons listed above

In the case of contracts awarded to a corporation or business trust, the following must certify they have not exceeded contribution limits:

- Each owner of more than 20% of the corporation or business trust
- Each spouse of an owner or more than 20% of the corporation or business trust
- Each child 7-17 years of age of any of the preceding persons
- Any combination of the persons listed above

Campaign contribution limitations apply during the term of each contract and for one year following termination of the contract. The law has a 2 year look back provision that includes campaign contributions, however, for purposes of complying with the new law only contributions made after January 1, 2007 are considered. The campaign contribution limitations also apply to candidates running for an office from the date a candidate files for an office in the same manner as the holder of an office.

Penalties for an office holder who solicits a contribution from the holder of a government may be charged with a first degree misdemeanor. Knowingly accepting a contribution from a vendor who has a government contract with the contracting authority worth more than \$500 requires that the contribution be returned.

Penalties for the vendor are up to a \$1000 fine and rescission of the contract. Vendors who hold government contracts and make campaign contributions in excess of the limits provided by law may be subject to a penalty equivalent to 3 times the excess amount and may have their contract rescinded by the Ohio Elections Commission. Finally, a vendor that makes a false statement on a certification form or an affidavit that certifies to the government that they have not exceeded the campaign limitations is subject to prosecution for a fifth degree felony and will have their contract rescinded.

AFFIDAVIT IN COMPLIANCE WITH O.R.C. 9.24
(Initial one Line)

_____ Bidder states that no finding for recovery has been issued against the bidder by the Auditor of State on or after January 1, 2001.

_____ Bidder states that a finding of recovery has been made against the bidder by the Auditor of State on or after January 1, 2001 and the finding for recovery is resolved/unresolved.

State of _____)
County of _____) SS:

I, _____, after being duly cautioned and sworn

hereby state that I am the _____ of
(Title)

_____ and that the response set forth above is true.
(Company)

Affiant

Sworn to before me subscribed in my presence this _____ day of _____, 2023.

Notary Public _____

My commission expires: _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____

)
) ss:
)

Personally appeared before me the undersigned, as an individual or as a representative of

_____ a bidder on a project entitled:

DERBYSHIRE STORM SEWER PROJECT

who, after being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day _____ 2023.

Notary Public _____

My Commission Expires: _____

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO
TERRORIST ORGANIZATION**
(CIRCLE APPROPRIATE RESPONSE)

Are you a member of an organization of the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you used any position of prominence you have within any country to persuade to support an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist List?

Yes No

Have you committed an act that you know, or reasonably should have known, affords "material support or resources" (see below) to an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

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?

Yes No

For purposes of this declaration of material assistance/non-assistance, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as 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."

State of _____)
County of _____) SS:

I, _____, after being duly cautioned and sworn

hereby state that I am the _____ of
(Title)

_____ and that the response set forth above is true.
(Company)

Affiant

Sworn to before me subscribed in my presence this _____ day of _____, 2023.

Notary Public _____

My commission expires: _____

**BID GUARANTY
(To Accompany Bid Proposal)
(Section 153.571 Ohio Revised Code)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Names and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held firmly

bound unto the _____

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by

the Principal to the Obligee on _____, _____, 2023 to undertake the Project known as:

DERBYSHIRE STORM SEWER PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall

the penal sum exceed the amount of _____ dollars. (\$_____).

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the obligee accepts the bid of the principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or in the event the

Obligee does not award the contract to the next lowest bidder and resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, of the costs, in connection with the resubmission, or printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Township against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as, for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2023.

PRINCIPAL: _____

SURETY: _____

BY: _____
Attorney-in-fact

TITLE: _____

Surety Company Address

City State Zip

Surety Agent's Name

Address

City State Zip

PERSONAL PROPERTY TAX AFFIDAVIT

State of _____)

)SS:

County of _____)

I, _____, after being duly cautioned and sworn hereby

state that I am _____ of _____.
(Title) (Company)

and that said company, officer, owner, or partner of said is not charged with any delinquent personal property taxes on the general tax list of personal property in Clermont County, Ohio or that said company, officer, employee, or partner is charged with delinquent taxes in the amount of:

(Company)

(Affiant)

Sworn to before me subscribed in my presence this _____ day of _____ 2023.

Notary Public _____

County of: _____ State of: _____

My commission expires _____

EEO AFFIDAVIT

State of _____)
) SS:
County of _____)

I, _____, being duly sworn hereby states that I am
(Affiant)

_____ of _____
(Title) (Company)

and that said Company pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff. This statement is made in accordance with Title VI of the Civil Rights Act of 1963.

(Affiant)

Sworn to before me subscribed in my presence this ____ day of _____ 2023.

Notary Public _____

County of _____, State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the bid to be considered.)

STATE OF _____)
COUNTY OF _____) SS.

I, _____, _____ being duly sworn,
(TITLE)

do depose and say: that _____

(Names of all persons, firms, or corporations interested in the bid.)

Its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal: and also that no member of the Board of Trustees, head of any department, or employee therein, or any officer of Miami Township is directly or indirectly interested therein.

(SIGNATURE)

(TITLE)

Sworn to and subscribed before me this _____ day of _____, 2023.

NOTARY PUBLIC

County of _____, State of _____

My commission expires _____

**CHECK YOUR BID – ERRORS OR OMISSIONS COULD
RESULT IN YOUR BID BEING DECLARED INVALID.**

BID RESPONSE FORM

TO: MIAMI TOWNSHIP TRUSTEES
6101 MEIJER DRIVE
MILFORD, OHIO 45150

Dear Sir:

The undersigned proposes to furnish the services as outlined on the following pages of this proposal for Miami Township.

DETAILED SPECIFICATIONS are hereby made a part of the proposal, and the bidder hereby acknowledges that he has read and understands them.

BIDDER: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

ENGINEER'S ESTIMATE- \$68,500

August 29, 2023

| ITEM NO. | DESCRIPTION | UNIT OF MEASURE | APPROX. QTY. | UNIT PRICE | TOTAL |
|----------|---|-----------------|--------------|------------|-------|
| 202 | SAWCUT AND PIPE REMOVAL, AS PER PLAN | L.F. | 202 | | |
| 253 | PAVEMENT REPAIR, AS PER PLAN | S.Y. | 5 | | |
| 602 | CONCRETE MASONRY (HW 2.1) | S.Y. | 0.33 | | |
| 611 | CATCH BASIN, NO. 3, AS PER PLAN | EACH | 2 | | |
| 611 | 18" CONDUIT, TYPE B (HDPE) | L.F. | 21 | | |
| 611 | 18" CONDUIT, TYPE C (HDPE) | L.F. | 40 | | |
| 611 | MISC. CONDUIT, PLUG 18" CONNECTION TO 60" CONDUIT | LUMP | 1 | | |
| 611 | MISC. CONDUIT, PLUG AND FILL EXISTING 18" CONDUIT | L.F. | 50 | | |
| 614 | MAINTAINING TRAFFIC | LUMP | 1 | | |
| 623 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | LUMP | 1 | | |
| 659 | SEEDING AND MULCHING | S.Y. | 135 | | |
| SPEC | CONTROLLED DENSITY BACKFILL | C.Y. | 7 | | |
| | TOTAL BID | | | | |



The information contained in this map is a public resource for general information and is provided for use only as a graphical representation. Clermont County makes no warranty as to the content, accuracy, or completeness of the information contained herein and assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused or any decision made or action taken by the user in a reliance upon any information furnished hereunder.

Clermont County GIS



Date: 8/29/2023

AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR

Prevailing Wages

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

of the _____, do hereby certify that the wages
(Company)

paid to all employees for the full number of hours worked in connection with the Contract
to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from _____ to _____

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have
been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my present this _____ day of _____, 2023.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the contract.

CONTRACTOR AND/OR SUB-CONTRACTOR'S FINAL AFFIDAVIT

Date _____

The Request for Payment submitted herewith contains a request for

\$ _____ which sum is due the sub-contractors and materialmen and for

\$ _____ which sum is due the principal contractor herein for the work performed under the Project.

Affidavit further states all payroll taxes or contribution imposed upon the affiant by statute or law has been paid.

Affiant further states that all the foregoing is true and complete to the best of his knowledge, information and belief.

Further affiant saith not.

(Signature)

(Title)

(Company)

State of _____)

County of _____)

SS:

Before me, a Notary Public, in and for the State of _____, came _____, by me known, and made oath that he is _____ of _____ and that he has read the foregoing affidavit and subscribed the same and that he knows it to be true to the best of his knowledge, information and belief.

Notary Public

My commission expires

Notary Seal

FINAL RELEASE OF LIEN

For and in consideration of _____, the

undersigned _____
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed and furnished in and for the Improvement, Repair and Construction of:

In witness whereof, the undersigned has caused these presents to be duly executed
this _____ day of _____, 2023.

(Name of Company)

By _____

(Title)

This _____ day of _____, 2023, being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

Notary Seal

Notary Public

My Commission Expires _____

NOTICE OF AWARD

TO: _____

Project Description:

Derbyshire Storm Sewer Project

The Owner has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated Thursday, September 14, and Information to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the information for bidders to execute the agreement and furnish the required contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this "Notice" to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2023.

Miami Township, Clermont County, Ohio

Owner

By: _____

Jeffrey Wright

Title: _____ Township Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the _____ day of _____, 2023.

By _____

Title _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project:

Derbyshire Storm Sewer Project

You are hereby notified to commence WORK in accordance with Agreement dated _____ and you are to complete the WORK within consecutive calendar days thereafter. The date of completion of all WORK is therefore November 17, 2023.

Mary Makley Wolff
Miami Township Trustee

Mark Schulte
Miami Township Trustee

Ken Tracy
Miami Township Trustee

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the _____ day of _____ 2023

BY _____

TITLE _____

BID PROPOSAL

PROJECT IDENTIFICATION:

Derbyshire Storm Sewer Project

THIS PROPOSAL IS SUBMITTED TO:

Board of Trustees
Miami Township
6101 Meijer Drive
Milford, Ohio 45150

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

The undersigned BIDDER proposes to furnish all labor, equipment, and materials necessary for the construction of **Derbyshire Storm Sewer Project** in accordance with the rules and regulations of the Clermont County Building Department and the Technical Specifications contained in the Construction Drawings and Specifications as follows:

Total Lump Sum Bid: \$ _____ Completion Date: November 17, 2023.
Total Lump Sum Bid Words _____

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of the Proposal Bond. This Proposal will remain open for sixty (60) days after the day of the Proposal Opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Proposal, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract documents and of the following addenda:

_____ Date _____ Number
_____ Date _____ Number
_____ Date _____ Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to make a Proposal and the Instructions of Bidders:

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the price(s) on the Proposal Bid Schedule enclosed herewith.

5. **BIDDER agrees that the Work will be completed on or before November 17, 2023.**

6. The following documents are attached to and made condition of this Proposal:

- (a) Required Bid Bond;
- (b) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Proposal; and,
- (c) Required Bidder's Qualification Statement with supporting data.

7. The terms used in the Proposal which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

8. Communications concerning this proposal shall be addressed to the address of BIDDER indicated below:

BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date

ADDRESS: _____

TELEPHONE: _____

MIAMI TOWNSHIP

Derbyshire Storm Sewer Project

AGREEMENT BETWEEN CONTRACTOR AND OWNER

This agreement (hereinafter called "Contract") made the ____ of _____, 2023 between _____ (hereinafter called "Contractor") and **Miami Township** (hereinafter called "Owner").

Witnesseth, that the contractor, and the owner for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The successful bidder must provide all materials, manpower, and equipment (including mobilization) to perform the work of this project. It includes approximately 60 LF of new storm sewer including new catch basins, connect new 18" storm pipe to existing 60" storm pipe, disconnect plug and seal existing 18" storm pipe, all performed according to the plans and specifications provided. This is a prevailing wage project.

All work shall be completed by November 17, 2023.

2. TIME FOR COMPLETION

The work to be performed by contractor under this contract shall be started within 30 days after contract start date of _____, 2023 and shall be completed by November 17, 2023.

3. PURCHASE PRICE OF PAYMENT

In consideration for the services set forth in the scope of work, including meetings with the Township Service Director and Consulting Engineer, Contractor will charge and the Township will pay the **LUMP SUM** of \$ _____.

4. INSURANCE

The Contractor shall procure and maintain during the term of this Contract, at its sole expense, the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under

the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

Each policy shall name Owner and its officers and trustees as additional assureds.

5. LAWS, ORDINANCES, RULES AND REGULATIONS

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the project. If the Contractor furnishes any work, which is not in conformance with such laws, ordinances, rules and regulations, and without written notice to the Owner, he shall bear all costs arising from the correction thereof.

6. WORKMANSHIP

The workmanship called for by the specifications shall be of the highest quality in every respect, as usually recognized in the construction industry.

Installation must comply with, and pass inspection of all applicable State of Ohio Department of Transportation Construction and Material Specifications.

Where doubt exists as to the quality or effectiveness of the work, the work shall be installed as directed by the Owner.

Defective materials and/or workmanship will not be acceptable and if built in shall be removed and replaced with sound materials and highest quality workmanship or otherwise corrected to the Owner's satisfaction. The Contractor shall bear all expense of replacement or remedial work and repairs to and alterations in work of other contractors necessitated by his replacement or remedial work. Should the Contractor be unable to replace or remedy the defective work, he shall promptly remove the entire work and reimburse the Owner for all money paid therefore.

7. CLEANING UP

The Contractor shall at all times maintain the project in an orderly, workmanlike condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails so to maintain the project, the Owner shall have the right to engage others to do so at the Contractor's expense.

The project shall, in general, be turned over to the Owner in a thoroughly clean and workmanlike condition ready for the Owner's use in every respect.

8. OWNERS RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to keep the project on schedule, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, rules, regulations or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, or fail to provide or maintain the insurance herein required, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor three (3) days notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and

appliances thereon and finish the project by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment.

If such expense of finishing the project shall exceed such unpaid balance, the Contractor shall pay such excess to the Owner.

9. PERFORMANCE BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the contract and the payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the premium.

10. WARRANTY

The Contractor shall remedy any defects to faulty materials or workmanship and pay for any damage to other work resulting from such defects and/or the remedying thereof, which shall appear within the warranty period of one (1) year. Neither the foregoing nor any other provision in the Contract Documents, nor the time limit of any special warranty shall limit the Contractor's liability for defects or installations resulting from deliberate or other deviations from the plans and specifications to less than the legal limit of liability under the law. The Owner shall give notice of observed defects with reasonable promptness.

All warranties and bonds shall be delivered to the Owner before final payment is made.

11. NON-ASSIGNABILITY

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township. In the event work is assigned to subcontractors final payment shall not be made without a release signed by the subcontractor or assignee.

12. MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

Every sub-contractor, material men or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

13. APPLICATION FOR PROGRESS PAYMENT

The Contractor shall submit applications for payment to the Service Director for processing.

Progress payments; Retainage, Owner shall make progress payments on account of the Contract Price on the basis of Contractors applications for payment as recommended by the Engineer, on or about the 1st day of each month during the construction period.

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine.

Payment #1:

If work has been 25% completed as determined by the Service Director and if the character and progress of the work has been satisfactory. Subsequent payments of 50%, and 75% when applied for as described above

Upon substantial completion, in an amount sufficient to increase total payments to Contractor to 90% of the Contract price (with the balance being retainage), less such amounts as Engineer shall determine.

The Contractor can submit to the Owner an application for payment covering work completed as of the date of the application. The application shall be accompanied by (a) bill of sale, invoice or other documentation warranting that materials have been delivered to the construction site free and clear of all Liens; (b) documentation warranting the materials are covered by appropriate property insurance. Progress payments can be applied for no more than once a month. A 10% retainage for the full amount of the bid will be held until all construction and paperwork is completed, and final payment is applied for.

14. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

Before the final payment is made the Contractor will satisfy the requirements of Paragraph 12 Mechanics Lien Law, of this contract.

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within 30 days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended. Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or materialman and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

15. THE CONTRACT DOCUMENTS

Included as a part of this contract are: The Contractor's proposal signed and dated this ____ day of _____, 2023, and specifications prepared by Miami Township. IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

Contractor:

By: _____

Title: _____
Witness (for Contractor)

Owner: Miami Township

By: _____

Title: _____

(Pursuant authorization from Board of Trustees)

Witness (for Owner)

SAMPLE

CERTIFICATION OF FUNDS

I hereby certify that at the time of making of this Contract and the execution of this certification the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Eric C. Ferry

Fiscal Officer

Purchase Order No.: _____

APPROVED AS TO FORM:

Joseph J. Braun

Law Director

SAMPLE