ATHENS COUNTY
ENGINEER'S OFFICE

2020

ATH-CR25-7.62
CULVERT REPAIRS

Project No. 435 – FEMA No. 44392 DR4360-OH-
Athens County, Rock Riffle Rd

BID NOTICE
SPECIFICATIONS
PROPOSAL
CONTRACT

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

ATHENS COUNTY ENGINEER:
Jeff Maiden, P.E., P.S.

ATHENS COUNTY COMMISSIONERS:
Lenny Eliason
Chris Chmiel
Charles Adkins

ATHENS COUNTY AUDITOR:
Jill A. Thompson

BID OPENING: **10:00 am., Tuesday, August 25, 2020**

LOCATION: ATHENS COUNTY COMMISSIONER'S OFFICE
15 S. COURT STREET, ATHENS OHIO 45701

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NOTICE TO BIDDERS

Sealed bids for the ATH-CR25-7.62 CULVERT REPAIRS will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio 45701 until 10:00 a.m., Prevailing Local Time on the 25th day of August, 2020 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of structurally lining the invert of a 96" diameter culvert, full circumferential lining of each joint, and other miscellaneous items associated with the construction of the ATH-CR25-7.62 CULVERT REPAIRS. The Engineer's Estimate of Construction Cost for this project is $105,000.00.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased for $30.00 from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday).

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than November 27, 2020.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.
Athens County Engineer

Advertising dates: 8/8/2020, 8/15/2020

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INFORMATION TO BIDDERS

ODOT's 2016 Construction and Material Specifications (CMS) Manual and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the C&MS.**

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

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

Performance Bonds shall be made with Athens County, Ohio as obligee.

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

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Bidders shall submit all pages in **Section II** in a sealed envelope with name, address, and bid time marked outside along with the following: **"ATH-CR25-7.62 CULVERT REPAIRS".** The County Commissioners reserve the right to increase or decrease any quantities, waive any informalities or technicalities, and may reject any/or all bids as may be deemed to be in the best interest of Athens County.

Contractor shall comply with all OSHA regulations in the construction of this project.

EXTENSION TO THE COMPLETION DATE FOR WEATHER

Section 108.06 of the State of Ohio Department of Transportation's Construction and Materials Specifications, January 1, 2016 version, shall be applicable to this contract. The Contractor must clearly identify the "Work on the Critical Path" in the accepted Project Schedule in order to qualify for extensions of time due to inclement weather.

OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until Athens County as set forth in Section 109.12(E) of the Construction and Material Specifications Manual has finally accepted the project. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed.

The Contractor must immediately notify the LPA in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA in writing if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.
The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

SECURITY & INSURANCE REQUIREMENTS

The Contractor and each of its subcontractors shall maintain, during the life of the its contract and subcontract, Public Liability Insurance with minimum coverage amounts of $1,000,000 per occurrence, Property Damage Insurance with minimum coverage amounts of $1,000,000 per occurrence, and Vehicle Liability Insurance.

UTILITY NOTE

The Contractor must exercise caution when working in proximity to the existing and/or relocated utility facilities. Sections 105.07 and 107.16 of the Department of Transportation Construction and Materials Specifications require that the Contractor cooperate with all utilities located within the limits of this construction project and take responsibility for the protection of the utility property and services.

If a utility company directs the Contractor to perform any work not specifically contained in the bidding documents, the Contractor will not be compensated for this work unless approved in writing before the work begins. If the work is not preapproved, the Contractor will be responsible for obtaining reimbursement for its work from the utility company that directed the Contractor to perform the work. In the event that the Contractor requests the additional work, not specifically contained in the bidding documents, be performed by a utility company, the Contractor will be responsible for reimbursing the utility company for the additional work unless the owner has agreed in writing to pay for the additional work before the work begins.

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STEEL MADE IN THE UNITED STATES

(Sec. 153.011 and Sec. 5525.21 O.R.C.)
Any steel products to be used or supplied in connection with this project shall be steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessmer, or other steel making process. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

Minimal amounts of foreign steel products or products whose domestic origin is not traceable may be used in bridge construction if approved by the Director in writing. The Director may grant such approval under either of the following conditions:

1. The cost of products to be used does not exceed one-tenth of one percent of the total contract cost, or two thousand, five hundred dollars, whichever is greater. The cost is the value of the steel product as delivered to the project.
2. The specified steel products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

The Director may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a specified steel from a domestic source, if the shortage is not previously established.

The Contractor shall comply with Section 501.07 for any foreign or nontraceable steel product used or submit for approval, test results showing the chemical and physical properties meet the applicable specifications.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

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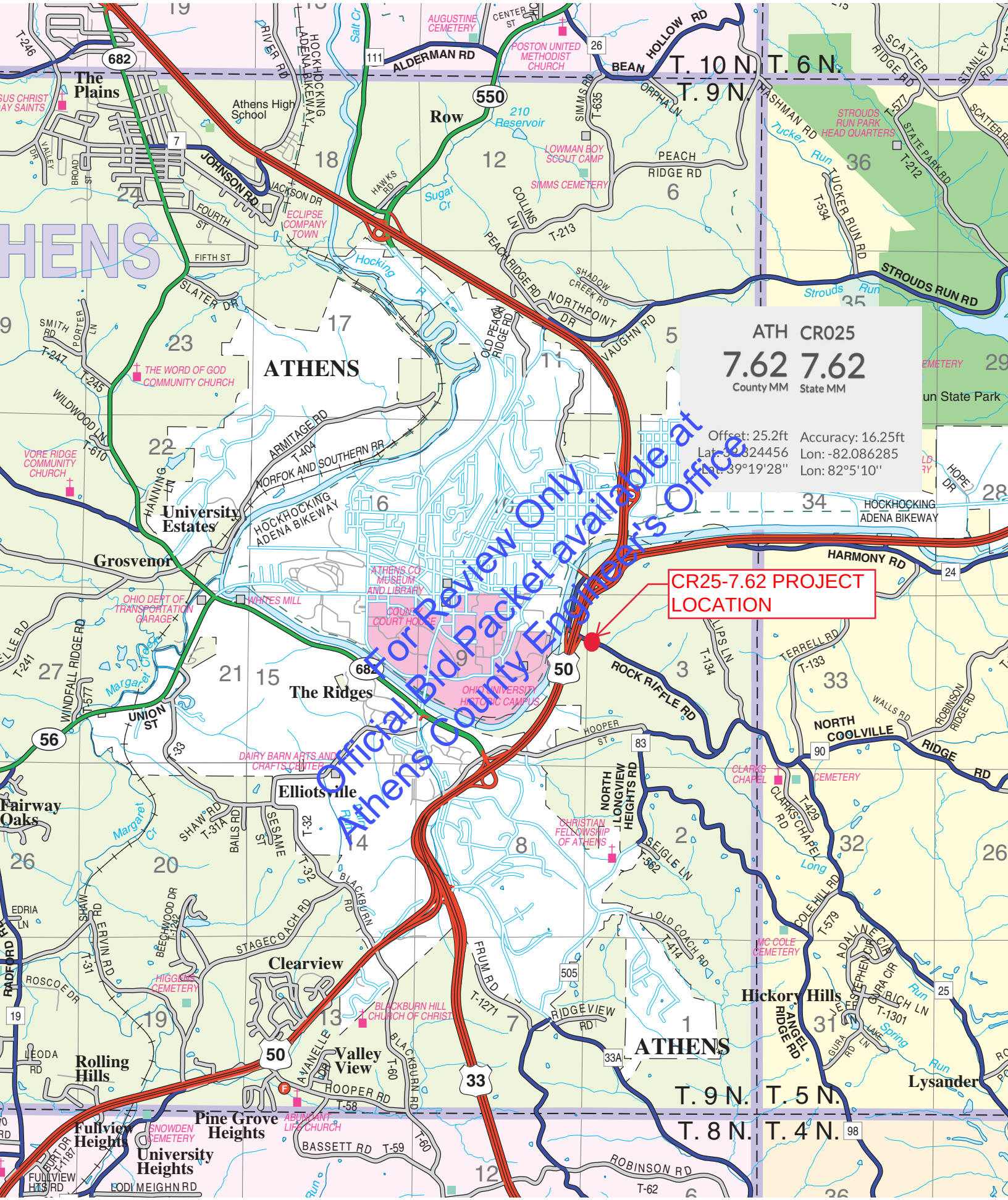
Location Map - ATH-CR25-7.62 Culvert



SPECIFICATIONS

For

GUNITE SEWER & CULVERT LINING

PART I GENERAL

1.01 RELATED DOCUMENTS

A. The Bid and General Provisions of the Contract Documents, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

A. This work consists of the furnishing of all labor, material and equipment required to apply a gunite lining to the existing pipe materials (brick, block, concrete, corrugated steel/brick, invert, etc.) as shown on the Plans and in accordance with these Specifications.

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PART 2 PRODUCTS

2.01 GUNITE MATERIALS

A. Cement- Portland cement shall conform to ASTM C 1450, Type 2.

B. Aggregate- Normal weight aggregates conforming to ASTM C 33, with the combined gradation of coarse and fine aggregates conforming to the following:

Passing 3/8-inch Sieve	100 Percent
Passing No. 4 Sieve	95-100 Percent
Passing No. 8 Sieve	80-100 Percent
Passing No. 16 Sieve	50-85 Percent
Passing No. 30 Sieve	25-60 Percent
Passing No. 50 Sieve	10-30 Percent
Passing No. 100 Sieve	2- l0 Percent

C. Water - Potable water for mixing

D. Acceptable Gunite Mixes

1. Available products: Subject to compliance with the requirements, products that may be incorporated into the work include, but are not limited to, the following:

   a. Bulk gunite ingredients mixed on-site meeting the requirements of the specifications subject to the approval of the Engineer or Owner.

   b. King Shotcrete MS-D1 – by King Packaged Materials Company
   Accelerator if needed

2. Admixtures- Admixtures containing calcium chloride or triethanolamine shall not be used. Admixtures used in combination shall be physically and chemically compatible and shall be so certified by the manufacturer. The admixture manufacturer shall provide assistance and advice of the proper use of the admixture. This service shall be provided at no increase in Contract Price.

   1. Air-entraining admixtures shall conform to ASTM C 260

   2. Chemical admixtures shall conform to ASTM C 494

3. Welded Wire Reinforcement – The reinforcement shall be with 2”x2” 12/12 (3” x3” 10/10 alternate) welded smooth wire fabric, galvanized, in conformance with ASTM A185, “Specifications for Welded Steel Wire Fabric for Concrete Reinforcement”. The fabric shall be supported by self-tapping screws and washers or other approved type fasteners set into the sewer barrel on not more than twenty-four-inch centers. Steel, 16-guage tie wire shall be used to secure the fabric at laps and supports.

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2.02 MIX PROPORTIONS

A. General – Proportions of Gunite ingredients shall produce 28-day compressive strength (ASTM C-42) of 5,000 psi unless otherwise specified.

B. Batching and Mixing

1. Mixing proportions shall be controlled by weight batching, or by volume batching meeting the requirements of ASTM C 685.
2. Dry-mix shall use batching and mixing equipment capable of proportioning and mixing all ingredients, except water, at a rate that will provide adequate production and with an accuracy that will ensure uniformity of batches. Weighing equipment

shall be capable of batching with an accuracy specified in ASTM C94. Volumetric equipment shall be capable of batching with the accuracy specified in ASTM C685.

3. Ready mix shall comply with ASTM C685 and the ingredients shall be delivered dry and proportioned and mixed at the site.

2.03 QUALITY ASSURANCE

A. Unless otherwise specified or shown, the work of this section shall conform to ACI 506.2 Specifications for Materials, Proportioning, and Application of gunite where applicable. A copy of the qualifications shall be submitted to the Owner and Engineer for their review and approval with the submittal of the bid.

1. Foreman Qualifications - Foreman of the gunning crew shall have at least five years of gunite experience.

2. Nozzleman Qualifications- The nozzleman shall have at least two years of gunite experience in similar work.

3. Contractor Qualifications -The Contractor and/or subcontractor performing the work must certify that he/she has not less than five years of experience in the application of gunite in similar large diameter storm, combined, or sanitary sewer rehabilitation projects. The Contractor shall submit a record of experience to the County Engineer with the bid indicating 15 projects completed in the last year within the State of Ohio with project locations and contacts so that the projects engineer can verify the quality of the low bidder work.

4. Testing Agency Qualifications -The Contractor shall provide the service of a testing laboratory meeting the requirements of ASTM E329. The laboratory shall be normally engaged in testing of concrete materials and concrete. The materials testing laboratory shall make all tests to ensure that the gunite materials and gunite provided meet or exceed all requirements specified. The materials testing laboratory shall be acceptable to the Engineer and the Owner. Because interpretation of test results is required, the testing reports shall be signed by a licensed professional engineer.

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2.04 SUBMITTALS

A. Testing Results – Prior to construction submit a copy of the proposed minimum 5,000 psi at 28 days mix design to Engineer for review and if requested testing reports signed by a licensed Professional Engineer from work within the last 12 months using the same mix and methods specified.

B. Qualifications - submit a record of experience to the County Engineer with the bid indicating 10 projects completed in the last year within the State of Ohio with project locations and contacts so that the projects engineer can verify the quality of the low bidder work.

PART 3 EXECUTION

3.01 DELIVERY AND STORAGE OF MATERIAL/EQUIPMENT

A. Cement shall be stored in weather-tight enclosures and protected against dampness, contamination, and warehouse set.

B. Aggregate

1. Stockpile to prevent segregation or contamination with other materials or other sizes of aggregates.

2. Use only one supply source for each aggregate stockpile.

C. Admixtures

1. Store to prevent contamination, evaporation, deterioration and damage to packaging or containers.

2. Protect liquid admixture from freezing and from harmful temperature ranges.

3. Agitate emulsions prior to use.

D. Welded Wire Reinforcement shall be kept off the ground during storage and shall be kept free of mud, oil or non-metallic coatings that adversely affect bonding capacity.

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3.02 PRE-INSTALLATION

A. Sewer Flow Control - During the gunite lining operations, it will be necessary to dewater sections of the sewer or culvert in which gunite is being applied and cured. This may be accomplished by (a) fluming across the sections; (b) pumping around the sections above grade to a downstream manhole or to another sewer with suitable capacity; other method subject to the approval of the Owner and Engineer. When bypass pumping is required, the Contractor shall supply the necessary pumps, conduits and other equipment and facilities to dewater the section in which gunite lining is constructed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during a rainstorm. Absolutely no bypassing of sanitary sewer flows into local streams and rivers is permitted. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the dewatering system. If pumping is required on a 24 hour basis, all engines shall be equipped in a manner to keep pump noise at a minimum. Precautions shall be taken to ensure that flow control and dewatering operations do not cause flooding or damage to public or private properties being served by the sewers involved. When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Under no circumstances will the dumping of raw sewage onto private property or onto city streets, streams, storm sewer, streams, etc. be allowed. At the end of each working day, a temporary tie-in may be made between the relined section and the existing system and the by-pass plug removed. All work materials, pumping and flume piping shall be removed from the sewer at the end of a day's work.

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C. Cleaning of Culvert/Sewer Line - All unsound or loose material shall be removed manually before applying gunite. The Contractor shall trim each area to be repaired to remove offsets which could cause an abrupt change in thickness without suitable reinforcement or thickness of gunite. Edges shall be tapered to leave no square shoulders at the perimeter of the cavity. After the trimming operation is completed, the entire surface shall be thoroughly cleaned as directed with an approved high-pressure water blast in order to remove all dirt, grease, and loose particles that would inhibit bonding between the existing brick, mortar joints and gunite. The minimum water pressure shall be 3000 psi. Adjust the pressure to avoid dislocating sound mortar, bricks, and blocks of solid portions of sewer. This item is incidental to the sewer liner installation.

D. Filling Holes and Earth Cavities - Holes extending beyond the outside of the sewer or manhole and into the surrounding earth shall be filled with concrete,

pressure grout, or gunite to the plane of the outside of the sewer barrel, and any holes in the barrel shall be built up with gunite. Class A Concrete shall be used and forms are to be utilized, if necessary.

E. Damage to Existing Structure - The Contractor shall be responsible for the repair of any damage to the existing structure resulting from this operation at no additional cost to the Owner.

3.03 INSTALLATION

A. Welded Wire Fabric - Galvanized Wire Fabric shall be placed in the center of the gunite lining thickness and not less than 3/4” from the prepared surface nor less than 3/4" from the finished inside surface of the sewer lining. The wire fabric shall be rolled into cylinders and place circumferentially on the hook bolts or Hilti support anchors. End and side laps of the fabric are to be not less than three inches, securely tied with 16-gauge wire, and the entire mat firmly secured in a rigid position to withstand impact of the gunite application without displacement. Placement of wire fabric shall be inspected and approved by the Owner and Engineer before the start of the gunite application.

B. Placement of gunite - The dry method is to be utilized for gunite placement. Gunite shall be placed using suitable delivery equipment and procedures that will result in the gunite being in compliance with all requirements in the Specifications.

1. Placement Techniques

a. The invert region of all sewer lines to be gunited first and allowed to attain initial set before the upper two-thirds is permitted to have gunite applied. This is to facilitate the removal of rebound from the invert region.

b. Control thickness, method of support, air pressure, and/or water content of gunite to preclude sagging or sloughing off.

c. Dampen absorptive substrate surfaces prior to placement of gunite to facilitate bond and to reduce the possibility of shrinking or cracking developing from premature loss of the mixing water.

d. Broom or scarify the surface or freshly-place gunite to which, after hardening, additional layers of gunite will be applied. Dampen surface just prior to application of each succeeding layer.

e. First, fill with sound material all corners and each area where rebound cannot escape or be below free.

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f. Provide a supply of clean, dry air adequate for maintaining sufficient nozzle velocity for all parts of the work and, if required, for simultaneous operation of a suitable blow pipe for cleaning away rebound.

2. Placement All-Around Reinforcement.

   a. Hold the Nozzle at appropriate distance and angle to place material behind reinforcement before material is allowed to accumulate on its face. Additional water may be added to the mix when encasing reinforcement to facilitate a smooth flow of material behind the bars.

3. Cover of Reinforcement - Place gunite to provide the following minimum cover over reinforcement.

   a. For gunite used as lining or coatings: ¾" for fine aggregate gunite and 1½" for coarse aggregate gunite.

4. Placement Precautions

   a. Gunite shall not be placed if drying or stiffening of the mix takes place at any time prior to delivery to the nozzle. Do not use rebound or previously expended material in the gunite mix.

   b. Retempering shall not be permitted. Mixed material unused for more than 45 minutes shall be discarded.

   c. All overspray and rebound shall be removed prior to the final set and before the placement of the gunite material on surfaces adjacent to areas of prior application.

C. Repair of Surface Defects - The Contractor shall remove and replace gunite which lacks uniformity, exhibits segregation, honeycombing, or lamination, or which contains dry patches, voids or sand pockets. The Contractor shall remove and replace damaged or poorly applied gunite at no additional cost to the Owner.

D. Finishing - Unless otherwise designated on the drawings, the Contractor shall provide a fine textured brush finish for dry methods and a steel trowel finish for wet method application zones.

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E. Construction Joints - Taper construction joints to a shallow edge form, about one inch (l") thick. The entire joint shall be thoroughly cleaned and wetted prior to the application of additional gunite. Make joints perpendicular to the main reinforcement. Continue reinforcement across joints.

F. Existing Pipe Laterals/Tap-Ins (Existing Service Connections) - Unless otherwise instructed by the Owner or Engineer, the Contractor shall install the gunite in a manner such that the exposed pipe lateral opening is maintained. The portion of any pipe lateral that is still protruding into the main sewer after the gunite application may be trimmed such that the pipe lateral is flush to the new gunite lining.

3.4 TESTING

A. Procedures - The following testing services shall be performed by the testing laboratory provided by the Contractor at no increase in contract price.

1. Review the Contractor's proposed materials for compliance with the specifications.

2. Review the Contractor's proposed mix design.

3. Secure production samples of materials at plants or stock piles during the course of the work and test for compliance with the specifications.

4. Conduct strength tests of concrete during construction in accordance with the following procedures.

   a. Make one test panel with a minimum dimension of 18" x 18" x 3", gunned in the same position as the work represented, for every 50 cubic yards of gunite placed. Panels shall be gunned during the course of the work by the Contractor's regular nozzleman. Field cure panels in the same manner as the work, except that the test specimens shall be soaked in water for a minimum of 40 hours prior to testing. The contractor or designated testing agency shall cut three-inch diameter cores or three-inch cubes from each panel for testing.

   b. When the length of a core is less than twice the diameter, apply the correction factors given in ASTM C 42 to obtain the compressive strength of individual cores.

   c. The average compressive strength of three cores taken from the test panel representing 50 cubic yards of gunite shall equal 5,000 psi at 28 days.

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B. Strength Level - The strength level of the gunite will be considered satisfactory when the averages of all strength test result equal or exceed the specified strength, and no individual strength test result falls below the specified strength fc' by more than 500 psi.

C. Defect Assessment - Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements at no additional cost to the Owner. If, in the opinion of the Owner or Engineer, it is not practical to remove and replace the Work, the Engineer or Owner will specify one of the following remedies:

1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner or Engineer.

2. The defective Work will be partially repaired to the instructions of the Owner or Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner or Engineer.

The authority of the Engineer and/or Owner to assess the defect and identify payment adjustment is final.

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3.5 VIDEO TAPING

A. The entire run of proposed sewer line rehabilitation shall be pre-video inspected using a GoPro and copies of the inspection video to be provided to the Owner and Engineer for review. Following rehabilitation, the video tapes of the rehabilitated sewer shall be provided to the Owner and Engineer for review. Payment for rehabilitation shall only be made where final videos have been submitted to the Owner and Engineer.

3.6 CLEANUP

A. At the completion of the work, the Contractor shall clean and remove all rebound, unused material and rubbish from the site. The work area shall be in a condition satisfactory to the Owner and Engineer whose property was affected by the work.

ATH-CR25-7.62
CULVERT REPAIRS

ATHENS COUNTY, OHIO

SECTION II

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BID DOCUMENTS

THE FOLLOWING PAGES CONTAIN DOCUMENTS THAT MUST BE COMPLETED AND SUBMITTED BY THE BIDDER AT THE TIME OF BID.

ALSO REQUIRED AT THE TIME OF BID ARE:

- Contractor's Certificate of Insurance (ACORD form)
- Contractor's Workers Compensation Certificate

BID PROPOSAL

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the State of Ohio, doing business as

_____

_____

(Individual, Partnership or Corporation)

To the Board of County Commissioners of Athens County, Ohio, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of the **ATH-CR25-7.62 CULVERT REPAIRS,** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated on the following pages.

By submission of this Bid, each Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to **fully complete the Project by November 27, 2020**. Bidder further agrees **to pay as liquidated damages** in accordance with Section 108.07 of the State of Ohio Department of Transportation's Construction and Materials Specifications, January 1, 2016 version.

Bidder acknowledges receipt of the following Addendums:

No.	Date	No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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UNIT PRICES

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

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

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

GENERAL SCOPE OF WORK

The 96" diameter CMP pipe located at the 7.62 mile marker of CR 25 (Rock Riffle Rd) is approximately 300' long. This project includes lining the entire pipe from 4:00-8:00 along with 2' full circumferential lining of each joint (1' on each side of the joint) per the specifications listed in section one (1) of these Bid Specifications. All equipment, labor, and materials to perform this work shall be included in the Lump Sum bid price for Item 611 – 96" Dia. Culvert and Joint Lining, As Per Plan. Two-way traffic must be maintained on Rock Riffle Road.

CONTRACTOR:_____

UNIT PRICE BID FORM
ATH-CR25-7.62 CULVERT REPAIRS

REF #	ODOT ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	611	96" DIA. CULVERT AND JOINT LINING, AS PER PLAN	1	LS	$	$
2	614	MAINTAINING TRAFFIC	1	LS	$	$
3	624	MOBILIZATION	1	LS	$	$
4	103	PREMIUM FOR PERFORMANCE BOND AND FOR PAYMENT BOND	1	LS	$	$
					Total: CR25-7.62 =	$

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Grand Total Project in Words _____
_____

UNIT PRICE shall govern over TOTAL in case of discrepancy. If the plans or other quantity estimates shown herein differ from this unit price bid form, bid as shown on this sheet. Final payment will be based on actual quantities at the bid unit price. The above unit prices for the Bid shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for within the drawings and specifications.

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Contract Documents. The bid security attached is to become the property of the owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

Respectfully Submitted by:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

Federal Tax I.D. Number: _____

Email Address: _____

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BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____
_____
as Principal and _____
as Surety, are hereby held and firmly bound unto _____
_____
hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the obligee on _____ to undertake the project known as:

_____

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 ($ _____).
If this item is left blank,.the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

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.

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 percent of the penalty hereto between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation

_____
Here insert full name or legal title of Contractor and address

_____
Here insert full name or legal title of Surety

_____
Here insert full name or legal title of Owner

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shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten 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 Obligee 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 materials 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 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 way 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 _____, 20___.

_____

Principal

By: _____

Title: _____

_____

Surety

By: _____

Attorney-in-Fact

_____

Surety Company Address

_____

Surety Agent's Name and Address

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Instructions for Completion of the Bid Guaranty & Contract Bond

The Bid Guaranty and Contract Bond, meeting the requirements of Section 153.54 (B) of the Ohio Revised Code, as furnished by Athens County, shall be used and submitted by the bidder without change of wording.

The amount of the Bid Guaranty and Contract Bond must be for the full amount of the bid.

The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company, and by the Bidder. The Bid Guaranty and Contract Bond must be countersigned by a Resident Agent of the Bonding Company as required by Section 3905.41 of the Ohio Revised Code. The Corporate Seal is to be affixed to all copies. The name and address of both the Surety and the Surety's Agent must appear on the Guaranty form.

A power of attorney of the Agent shall be attached to and submitted with the Bid Guaranty and Contract Bond.

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BID AFFIDAVIT

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

STATE OF _____)
)ss
COUNTY OF _____)

_____ being duly sworn, deposes and says that he is Secretary of

_____ a corporation organized and existing under and by virtue of the laws of

the State of _____ and having its principal Office at

_____
Number and Street

_____County, _____ State _____
City Name of County State

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

_____
Name of Corporation

Affiant further says that _____ of the
Name of Officer Title

corporation is duly authorized to sign the contract for _____ for

said corporation by virtue of _____
State whether a provision of by-laws or a resolution of the Board of Directors. If by a resolution, give date of adoption.

_____
Signature of Officer

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

_____ , 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission expires _____

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NON-COLLUSION AFFIDAVIT

STATE OF _____)

)SS.

COUNTY OF _____)

_____, being first duly sworn,

deposes and says that he is _____
sole owner, partner, president, etc.

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

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_____
Affiant

Sworn to and subscribed before me this _____ day of

_____, 20 _____.

Notary Public in and for

_____ County, Ohio

My commission expires _____

NO FINDINGS FOR RECOVERY AFFIDAVIT

(O.R.C. Section 9.24)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I_____,_____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Athens County Commissioners on_____that
(DATE)

_____HAS / HAS NO unresolved finding for recovery from
(NAME OF COMPANY) (CIRCLE ONE)

the State Auditor per Ohio Revised Code 9.24.

(If there is a unresolved finding for recovery from the State Auditor, please complete the following section)

The amount of unresolved finding for recovery due the State Auditor is_____ and unpaid penalties and interest are_____.
(AMOUNT) (AMOUNT)

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_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

Sworn to and subscribed before me this_____day of,_____20____. (SEAL)

_____
(NOTARY)

My Commission Expires:

_____
(DATE)

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

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

_____
Notary Public

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

_____ For the contractor or supplier

NOTICE TO CONTRACTORS:

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

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CONTRACTORS ARE REQUIRED TO STATE IN THE SPACES PROVIDED BELOW, THEIR EXPERIENCE IN CONSTRUCTING PROJECTS OF THIS TYPE OR SIMILIAR IN NATURE. FAILURE TO FILL IN THIS FORM MAY DISQUALIFY YOUR BID.

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS _____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____
_____
_____
_____

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS _____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____
_____
_____
_____

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS _____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____
_____
_____
_____

PROJECT NAME:_____ **CONTACT:**_____
ADDRESS _____ **PHONE:**_____
_____ **FAX:**_____
_____ **EMAIL:**_____
_____ **DATE OF PROJECT:**_____
DESCRIPTION OF WORK:_____
_____
_____
_____

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SUBCONTRACTORS LIST

The attention of bidders is directed, particularly to the General Provision relative, respectively, to the requirements of sub-letting or assigning all or any portion of the work under this Contract. The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this Contract.

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ATH-CR25-7.62
CULVERT REPAIRS

ATHENS COUNTY, OHIO

SECTION III

For Review Only
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CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the Board of County Commissioners of Athens County, Ohio acting by and through Lenny Eliason, President, hereinafter designated the Owner, and _____ of the City of _____, County of _____ and State of _____, hereinafter designated the Contractor:

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

That the contractor, in consideration of the sums of money herein specified to be paid by said owner to said contractor, shall and will at its own cost and expense, furnish all labor, materials and equipment necessary to complete the entire ATH-CR25-7.62 CULVERT REPAIRS in accordance with the Proposal submitted on _____ and in accordance with the Specifications, General Provisions and Special Provisions and the Drawings therein mentioned which Specifications, General Provisions, Special Provisions and Drawings, together with Advertisement, Information for Bidders, Proposal and Bonds are hereby made a part of this Agreement, and incorporated by reference herein, all of said work to be fully completed to the satisfaction of the Engineer and to the acceptance of the Board of County Commissioners, Athens County, Ohio.

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Attest:

Contractor: _____	Board of Commissioners, Athens County, Ohio
_____	_____
Signature Date	Lenny Eliason Date
_____	_____
Printed Name Title	Charlie Adkins Date
_____	_____
Witness	Chris Chmiel Date

CERTIFICATE OF PROSECUTING ATTORNEY

The above contract has been approved by me as to form this _____ day of _____, 2020.

_____
Prosecuting Attorney, Athens County, Ohio

CERTIFICATE OF COUNTY AUDITOR

I, _____, County Auditor of Athens County, Ohio do hereby certify that there is in the Treasury or in the process of collection, the sum of:

_____/100----------Dollars ($_____), to pay for the contract between _____ and the Athens County Commissioners, Athens County, Ohio and that said funds are un-appropriated for any other purpose.

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_____
Athens County Auditor

Purchase Order No. _____

Account No. _____

CERTIFICATE OF BOARD OF COMMISSIONERS

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

Board of County Commissioners

_____

_____

_____

Date: _____

_____

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CERTIFICATE OF COUNTY ENGINEER

I hereby approve these plans and specifications and declare that the making of this improvement will require the closing of traffic of the highway and that provisions for the maintenance and safety of traffic have been provided for.

_____

R. Jeff Maiden, P.E., P.S.
Athens County Engineer

WAIVER OF LIENS AFFIDAVIT

State of _____

County of _____

TO WHOM IT MAY CONCERN:

The undersigned on behalf of _____

of the City of _____ State of _____, the Contractor

having a contract dated _____ with the _____

_____to perform and/or furnish labor, materials, appliances, tools, utilities, fuel or equipment as set forth in said contract, for the installation or construction of

_____

located at _____

hereby makes oath and says that all bills for labor, material, fuel or anything or purpose which a lien or liens may or can be filed under the laws of the place in which this building or project is constructed, arising out of or in connection with the aforementioned tract, have been paid, that there are no claims of subcontractors, laborers or material men for which a lien or liens can be filed or claims made against the Owner.

CONTRACTOR: _____

By: _____(s)

Name: _____

Title: _____

Date: _____

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Sworn to before me and subscribed in my presence at _____

this _____ day of _____,20___.

_____(s)
Notary Public

My commission expires _____, 20____.

OHIO LABOR STANDARDS AFFIDAVIT

State of _____

County of _____

The undersigned on behalf of _____

of the City of _____, State of _____, the Contractor having a

contract dated _____ with the _____

to perform and/or furnish labor, materials, appliances, tools, utilities, fuel or equipment as set

forth in said contract, for the installation or construction of _____

_____

located at _____

hereby makes oath and says that he and all of his subcontractors have complied fully with all

requirements of Chapter 4115 of the Ohio Revised Code.

CONTRACTOR: _____

By: _____(s)

Name: _____

Title: _____

Date: _____

Sworn to before me and subscribed in my presence at _____

this _____ day of _____, 20____.

_____(s)

Notary Public

My commission expires _____, 20 ___.

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ATH-CR25-7.62
CULVERT REPAIRS

ATHENS COUNTY, OHIO

SECTION IV

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Athens County General Conditions

SECTION IV – ATHENS COUNTY
GENERAL CONDITIONS

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1. DEFINITIONS

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

(a) County or Owner shall mean the County of Athens acting through its authorized representative, the Board of County Commissioners.

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

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

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

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

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2. INTENT

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

3. CONTRACT DOCUMENTS

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

(a) The bid advertisement, Notice and Information to Bidder to bid, General Conditions, detail specifications. Drawings, and Special Provisions, as are included in the bid package.
(b) Affidavit of non-collusion
(c) The Bid or Proposal
(d) All required bonds and certificates of insurance
(e) All provisions required by law to be inserted in the contract, whether actually inserted or not
(f) Contract
(g) Affidavit for corporate bidders

4. INTERPRETATION OF CONTRACT DOCUMENTS

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

b) The specifications are duplicates of those on file in the office of the County Commissioners and County Engineer

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

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

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

f) If the work is let on the basis of a lump sum contract, the estimated quantities are only approximate, although the result of calculations may be in error and the Bidder must obtain and be responsible for the data upon which he bases his bid. He shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the contract and complete the project are greater than said estimated quantities.

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5. FEDERAL-AID PROVISIONS

When the United States Government pays for all or any portion of the Project's cost, the Work is subject to the inspection of the appropriate Federal agency.

Such inspections will not make the Federal Government a party to this Contract. The inspections will in no way interfere with the rights of either party to the Contract.

Federal Highway Language, requirements, and prohibitions overrides or trumps that of any other Federal or state agency (e.g. HUB, Public Works).

6. OBLIGATIONS OF THE CONTRACTOR

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

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

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

7. PERMITS, LAWS, AND REGULATIONS

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

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

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

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8. STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY

a) The contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property, whether of this or another contract that may be encountered or endangered in the prosecution of the work herein contemplated and that are not otherwise provided for. He shall repair and make good any damage caused to such property by reason of his operations, leaving all work in approved condition at the completion of the contract.

9. TIME OF ESSENCE

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

10. CONTRACT

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

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

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

The Engineer may cancel a Contract award at any time before all parties sign the Contract without liability to the Engineer.

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11. EXAMINATION OF SITE

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

12. ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or loss of profits because of a difference between the quantities of the various classes of work actually furnished and the said estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the

work, any of the said estimated quantities should be found to vary from the quantities shown, or the Engineer without alteration or modification of this contract increases, decreases, or omits the amount of any class or portion of work as may be deemed necessary.

13. PROGRESS SCHEDULE

The Contractor shall furnish a bar chart progress schedule to the Engineer for review at or before the pre-construction conference. The Engineer will review the schedule and within 14 calendar days of receipt, will either accept the schedule or provide the Contractor with comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within 10 days of a written request by the Engineer. The County will withhold Estimates until the Engineer accepts the schedule. The Engineer will not measure or pay for the preparation of the schedule and schedule updates directly, but the cost of preparing and updating the schedule is incidental to all Contract Items.

Provide a working day schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Completion Date. Show the order and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity. The bar chart schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working and shop drawing preparation, submittal review time for the County, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities. The schedule must be detailed on letter or legal sized paper.

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14. CHANGE ORDERS

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

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

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

15. EXTRA WORK NOT COMTEMPLATED BY CONTRACT

Wherever extra work due to unforeseen condition not contemplated by Contract becomes necessary for the construction of the project, a change order in writing for such extra work shall be first entered into before such work is performed. Such extra work shall be performed in accordance with

the contract prices and if the items herein do not cover such work, a price mutually agreed upon shall prevail.

16. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

a) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

b) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

c) If the alterations or changes in quantifies do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

d) The term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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17. COMPETENT MEN TO BE EMPLOYED

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

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

The Contractor hereby agrees that in the hiring of employees for the performance of work under this contract or any subcontract, the Contractor, nor any subcontractor, nor any person acting on his behalf, shall by reason of race, creed, sex, disability, as defined in Section 4112.01 of the Revised Code, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

The Contractor also agrees that the Contractor, nor any subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability, as defined in Section 411.01 of the Revised Code, or color.

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

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

20. MINIMUM WAGE RATES

The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this contract shall be in accordance with the schedule of the "Davis-Bacon Wage Decision" as ascertained and determined by the US Housing and Urban Development Department, Office of Labor Relations as applicable.

21. PAYROLL RECORDS

Keep payroll records as specified in ORC 4115.07 or as required by Federal law. Authorized representatives of the Engineer may inspect the certified payroll and other payroll records. Upon completion of the Work and before receiving the final estimate and when required by ORC 4115.07, submit an affidavit stating that wages have been paid according to the minimum rates specified in the Contract Documents.

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22. MATERIALS AND WORKMANSHIP

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

23. DEFECTIVE WORK AND MATERIALS

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

24. OWNERS RIGHT TO SUSPEND OR TERMINATE CONTRACT

a) The Engineer may cause the work to be suspended whenever in his opinion the weather is not suitable for doing the work or for any other just or reasonable cause. Upon any suspension of the work, the Contractor shall snugly pile all material and he shall immediately thereafter remove all rubbish and surplus material from the place of work. In case of such suspension, the time within which the Contractor shall finish the work may be extended by as many days as he may have thus been delayed.

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

25. FAILURE TO COMPLETE WORK ON TIME

If the Contractor fails to complete the work within the time allowed by the Contract, or extension thereof, the County Engineer shall keep accurate account of all expenditures for inspection, supervision, and all other similar engineering services in connection with the improvement and same shall be charged to the contractor. The amount of such expenditures shall be retained out of any estimates due or to become due to such Contractor.

26. EXTENSION OF TIME

If the Contractor is obstructed or delayed in the prosecution or completion of the work by neglect, delay, or default of any other contractor for adjoining contiguous work, or by any damage that may happen thereto by the unusual action of the elements, or by the abandonment of the work by the employees in general strike, or by any delay on the part of the Owner in doing the work, or furnishing the material to be done and furnished by it, the Contractor shall have no claim for damage for any such cause or delay, but, he shall in such case be entitled to such extension of time specified herein for the completion of work as the Engineer shall, in writing, certify to be just and proper, provided, however; that claim for such extension of time is made by the Contractor, in writing, within one (1) week from the time when such alleged cause for delay shall occur.

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

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

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27. WORK ON SUNDAYS AND HOLIDAYS

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

28. WORK TO BE SUBLET

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

Make payment to each subcontractor and supplier within 10 Calendar Days after receipt of payment from the County for Work performed or materials delivered or incorporated into the Project, according to ORC 4113.61, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the subcontractor or supplier.

Also require that this contractual obligation be placed in all subcontractor and supplier contracts that it enters into and further require that all subcontractor and suppliers place the same payment obligation in each of their lower tier contracts. If the Contractor, subcontractors, or supplier subject to this provision fail to comply with the 10 Calendar Day requirement, the offending party shall pay, in addition to the payment due, interest in the amount of 18 percent per annum of the payment due, beginning on the eleventh Calendar Day following the receipt of payment from the County and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and suppliers timely pursuant to this subsection will result in a finding by the County that the Contractor is in breach of Contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely pursuant to this subsection will result in a lower evaluation score for the Contractor and those subcontractors who are subject to evaluation by the County.

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29. TRAFFIC TO BE MAINTAINED

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

30. ENVIRONMENTAL PROTECTION

Comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter.

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided:

a) The causeway is constructed according to 207.03.B.8.b.

b) The causeway complies with the requirements of the 404 Permit the Department obtained for the Project.

c) The Contractor obtains a 404 Permit from the U.S. Army Corps of Engineers if the Department has not obtained such a permit. Obtain the 404 Permit prior to beginning construction of the causeway. The Department does not guarantee that the Contractor will be able to obtain a 404 Permit.

Comply with all current provisions of the Ohio Water Pollution Control Act, (OWPCA), (ORC Chapter 6111). The County will obtain a storm water permit under the OWPCA provisions when the plan work acreage requires a permit. The storm water permit will not cover the Contractor's work outside the Project limits shown on the Plans. Apply for a permit to cover operations outside the Project limits shown on the plans as required by the OWPCA provisions. When the County has not applied for a permit on the Project and a permit is required under the provisions of the OWPCA because of the total area of the Contractor's work, apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The County has obtained the required permits from the U.S. Army Corps of Engineers and Ohio EPA for Work in the "Waters of the United States" and isolated wetlands under ORC Chapter 6111. Comply with the requirements of these permits.

When equipment is working next to a stream, lake, pond, or reservoir, spill response equipment is required in the event of a hydraulic leak. Do not stockpile fine material next to a stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does fall into the stream as soon as possible.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

Accomplish control of ground water and water in excavations in a manner that prevents the degradation of the water quality of any surface water. Install wells and well points with suitable screens and filters where necessary to prevent the continuous pumping of fines. Pump sediment-laden water in a manner to prevent degradation of streams, lakes, ponds, or other areas of water impoundment. Such prevention may involve but is not limited to the means and methods described in Item 207. Use the current version of the *Sediment and Erosion Control Handbook* to plan this work. Use the methods necessary to prevent adverse effects to surface waters as provided in OAC-3745-1-04. The cost of constructing and maintaining these measures is incidental to the Contract.

Contain, collect, characterize and legally dispose of all waste water and sludge generated during the work. Do not mix waste water with storm water. Do not discharge any waste water without the appropriate regulatory permits. Manage waste water and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Waste water management is incidental to the Work unless otherwise specified in the contract.

Control the fugitive dust generated by the Work according to OAC-3745-17-07(B), OAC-3745-17-08, OAC-3745-15-07, and OAC-3745-17-03 and local ordinances and regulations. In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for Item 616.

Perform open burning according to 105.16.

31. BARRICADES, LIGHTING AND WATCHMEN

The Contractor at his own expense shall place proper Barricades and other proper Traffic Control Devices along and around all construction where hazards and danger to traffic exists, and shall

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take such other precautions as are necessary to protect life and property, and shall place and maintain sufficient Lights at night for protection of the public. Watchmen shall be provided where safety requirements indicate.

32. ALTERNATE PLANS

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

33. REMOVED MATERIALS

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

34. PATENTS

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

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

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35. PREVENTION OF, AND INDEMNIFICATION FOR, ACCIDENTS

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

36. INSURANCE AND WORKERS' COMPENSATION

Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a

temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.
The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Engineer, furnish to the County a certificate or certificates of insurance in the form satisfactory to the Department demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Department by the insurer.
Mail all certificates and notices to: Athens County Engineer, 16000 Canaanville Rd, Athens Ohio, 45701. Upon request, the Contractor shall furnish the County with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the Department whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the Department.

B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

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

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Department will require the General Aggregate Limit on a per project basis.
Ensure that the Commercial General Liability Insurance policy names the County of Athens, Engineer, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of $5,000,000 and Each Occurrence Limit of $1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

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

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Bodily Injury and Property Damage Liability Limit
Each Occurrence $1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the County from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.
Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the County. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the County will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the County is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.
If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12.C, the County may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the County. The County in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the County may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.
Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

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37. CLEANING UP

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

38. LUMP SUM PRICES

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

39. PARTIAL PAYMENTS

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

40. FINAL ESTIMATE

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

41. UNDERGROUND UTILITIES

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

42. ADDITIONAL SPECIFICATIONS INCORPORATED HEREIN BY REFERENCE

Construction and Materials Specifications as set forth in the latest issue of the "State of Ohio, Department of Transportation, Construction and Materials Specifications" (ODOT CMS) and all supplemental specifications thereto, not otherwise provided for in these General Specifications, are incorporated herein by reference, and made a part of these General Specifications. Where a conflict exists between these specifications and the ODOT CMS, these specifications and the project plans shall govern.

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

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

43. GUARANTEE

The Contractor shall guaranty that all materials and equipment furnished and work performed under this contract are free from all defects for a period of one (1) year from the date of final payment. The provisions of Paragraphs 18 and 19 shall apply to any defect in the work, materials, apparatus or workmanship of the project or failure in the operation or performance of any part thereof or guarantees required hereunder determined by the Engineer to have occurred, developed or appeared during the guaranty period. Ten percent (10%) of the Performance Bond shall remain in full force and effect through the guaranty period and until all defects detected during the guaranty period have been corrected to the satisfaction of the Owner. The Owner shall evidence release of the Performance Bond in writing and the Bond shall be in effect until said release has been obtained from the Owner.

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

44. RELEASE OF OWNER

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

45. UNBALANCED BIDDING

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

46. DISPUTES AND CLAIMS

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

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

ATH-CR25-7.62
CULVERT REPAIRS

ATHENS COUNTY, OHIO

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

SECTION V

State of Ohio Wage Rates

Prevailing Wage Determination Cover Letter

County: ATHENS
Determination Date: 08/06/2020
Expiration Date: 11/06/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2020fbLoc200

Craft : Carpenter **Effective Date :** 05/07/2020 **Last Posted :** 05/07/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$29.71		$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$49.19	$64.04
Piledriver	$29.07		$6.57	$7.78	$0.36	$0.00	$1.51	$0.10	$0.00	$0.00	$45.39	$59.93
Apprentice	**Percent**											
1st 6 months	60.00	$17.83	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$37.31	$46.22
2nd 6 months	65.00	$19.31	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$38.79	$48.45
3rd 6 months	70.00	$20.80	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$40.28	$50.68
4th 6 months	75.00	$22.28	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$41.76	$52.90
5th 6 months	80.00	$23.77	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$43.25	$55.13
6th 6 months	85.00	$25.25	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$44.73	$57.36
7th 6 months	90.00	$26.74	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$46.22	$59.59
8th 6 months	95.00	$28.22	$7.50	$9.58	$0.40	$0.00	$1.88	$0.12	$0.00	$0.00	$47.70	$61.82

Special Calculation Note : Other is IUBC National Fund

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : **Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the

diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

Details :

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2020fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/01/2020 **Last Posted :** 05/21/2020

	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	$29.96		$9.50	$6.77	$0.47	$0.00	$0.00	$0.00	$0.00	$0.00	$46.70	$61.68
Apprentice	**Percent**											
1st year	50.00	$14.98	$9.50	$6.77	$0.47	$0.00	$0.00	$0.00	$0.00	$0.00	$31.72	$39.21
2nd year	70.00	$20.97	$9.50	$6.77	$0.47	$0.00	$0.00	$0.00	$0.00	$0.00	$37.71	$48.20
3rd year	90.00	$26.96	$9.50	$6.77	$0.47	$0.00	$0.00	$0.00	$0.00	$0.00	$43.70	$57.19

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 :

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

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.

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2020fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/01/2020 **Last Posted :** 05/21/2020

	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	$30.95		$9.50	$6.77	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$47.70	$63.17
Apprentice	**Percent**											
1st year	50.00	$15.48	$9.50	$6.77	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.23	$39.96
2nd year	70.00	$21.66	$9.50	$6.77	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.42	$49.25
3rd year	90.00	$27.85	$9.50	$6.77	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$44.60	$58.53

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

For Review Only
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Athens County Engineer's Office

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.

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 (Parkersburg-Marietta)

Change # : LCN01-2020fbLoc132

Craft : Cement **Effective Date :** 07/30/2020 **Last Posted :** 07/30/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$29.00		$6.80	$4.68	$0.65	$0.00	$5.00	$0.00	$0.00	$0.00	$46.13	$60.63
Apprentice	**Percent**											
1st yr	65.00	$18.85	$6.80	$4.68	$0.65	$0.00	$5.00	$0.00	$0.00	$0.00	$35.98	$45.41
2nd yr	80.00	$23.20	$6.80	$4.68	$0.65	$0.00	$5.00	$0.00	$0.00	$0.00	$40.33	$51.93
3rd yr	90.03	$26.11	$6.80	$4.68	$0.65	$0.00	$5.00	$0.00	$0.00	$0.00	$43.24	$56.29

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

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, WASHINGTON

Special Jurisdictional Note :

Details :

All Cement Masons working on swing stage,slip scaffold or window jack scaffolds shall receive the following rates:
#.50 above the regular rates for heights up to 50 feet above grade level.
$.90 above regular rate for heights over 50 feet above grade level

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2019fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2020 **Last Posted :** 04/30/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$29.46		$8.25	$7.15	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$47.76	$62.49
Apprentice	**Percent**											
1st Year	70.00	$20.62	$8.25	$7.15	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$38.92	$49.23
2nd Year	80.00	$23.57	$8.25	$7.15	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$41.87	$53.65
3rd Year	90.00	$26.51	$8.25	$7.15	$0.65	$0.00	$2.25	$0.00	$0.00	$0.00	$44.81	$58.07

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2020fbLocalHevHwy3

Craft : Laborer Group 1 **Effective Date :** 05/14/2020 **Last Posted :** 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$32.62		$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$43.97	$60.28
Group 2	$32.79		$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$44.14	$60.54
Group 3	$33.12		$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$44.47	$61.03
Group 4	$33.57		$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$44.92	$61.71
Watch Person	$25.35		$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$36.70	$49.38
Apprentice	**Percent**											
0-1000 hrs	60.00	$19.57	$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$30.92	$40.71
1001-2000 hrs	70.00	$22.83	$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$34.18	$45.60
2001-3000 hrs	80.00	$26.10	$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$37.45	$50.49
3001-4000 hrs	90.00	$29.36	$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$40.71	$55.39
More than 4000 hrs	100.00	$32.62	$7.00	$3.80	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$43.97	$60.28

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

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

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 perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ 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 memebers 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.

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Group 3

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

Group 4

Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.
The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 83

Change # : LCR01-2020fbLoc83

Craft : Laborer **Effective Date :** 06/01/2020 **Last Posted :** 05/21/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$37.15		$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$48.64	$67.21
Group 2	$37.40		$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$48.89	$67.59
Group 3	$37.55		$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$49.04	$67.82
Apprentice	**Percent**											
0-1000 hrs	60.00	$22.29	$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$33.78	$44.92
1001-2000 hrs	70.00	$26.00	$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$37.49	$50.50
2001-3000 hrs	80.00	$29.72	$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$41.21	$56.07
3001-4000 hrs	90.00	$33.44	$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$44.92	$61.64
More than 4000 hrs	100.00	$37.15	$7.00	$3.80	$0.40	$0.00	$0.00	$0.00	$0.15	$0.14	$48.64	$67.21

Special Calculation Note : Other is LEAD-CAR

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, MEIGS, PIKE, ROSS, SCIOTO, VINTON

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Special Jurisdictional Note :

Details :

Group 1
Building & Construction Laborers, Signalman, Plaster Tenders, Carpenter Tenders, Mason Tenders, Mortar Mixers, Pipe Layers, Bottom Man, Sheeting & Shoring Men, Watchmen & Waterboy.

Group 2
Air & Machine Driver Tool Operators, Hand Spikers, Chain Saws, Powered Concrete Buggies, Asphalt Rakers & Smoothers, Form Setters (Street & Highway) Burning & Cutting Torches

Group 3
Gunnite Machine Operator, Gunnite Nozzle Man, Powder Men & Blasters, Miners (Tunnel & Caisson) Muckers (Tunnel & Caisson).

All Hazardous & High Work performed in excess of 25 ft. above solid base shall pay .25 per hour above

Classification.

In the erection, alteration, repair or demolition of reinforced concrete chimneys, masonry chimneys, silos, and furnaces, the following rates shall apply:

25- 100 ft. $1.00 per hour/over base rate 150-200 ft. $1.50 per hour/over base rate
100-150 ft. $1.25 per hour/over base rate 200-250 ft. $1.75 per hour/over base rate
Over 250 ft. $2.00 per hour/over base rate

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2020fbLoc18hevhwyII

Craft : Operating Engineer **Effective Date :** 05/14/2020 **Last Posted :** 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$38.24		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.69	$72.81
Class 2	$38.12		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.57	$72.63
Class 3	$37.08		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$52.53	$71.07
Class 4	$35.90		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$51.35	$69.30
Class 5	$30.44		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$45.89	$61.11
Class 6	$38.49		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.94	$73.18
Apprentice	**Percent**											
1st Year	50.00	$19.12	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.57	$44.13
2nd Year	60.00	$22.94	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.39	$49.87
3rd Year	70.00	$26.77	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.22	$55.60
4th Year	80.00	$30.59	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$46.04	$61.34
Field Mech Trainee Class 2												
1st year	49.85	$19.06	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.51	$44.04
2nd year	59.80	$22.87	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.32	$49.75
3rd year	69.77	$26.68	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.13	$55.47
4th year	79.75	$30.50	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$45.95	$61.19

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

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Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

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

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

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

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

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

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers;

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Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/ hour), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

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Prevailing Wage Rate
Skilled Crafts

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

Change # : OCRO1-2019fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 09/11/2019 **Last Posted :** 09/11/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	$28.04		$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.14	$57.16
Apprentice	**Percent**											
First 6 months	80.00	$22.43	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$37.53	$48.75
7-12 months	85.00	$23.83	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$38.93	$50.85
13-18 months	90.00	$25.24	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$40.34	$52.95
19-24 months	95.00	$26.64	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.74	$55.06
25-30 months	100.00	$28.04	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.14	$57.16

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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 :

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

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Prevailing Wage Rate
Skilled Crafts

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

Change # : LCRO1-2019-fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 10/16/2019 **Last Posted :** 10/16/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	$28.46		$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.56	$57.79
Apprentice	**Percent**											
First 6 months	80.00	$22.77	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$37.87	$49.25
7-12 months	85.00	$24.19	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.29	$51.39
13-18 months	90.00	$25.63	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$40.71	$53.52
19-24 months	95.00	$27.04	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.14	$55.66
25-30 months	100.00	$28.46	$7.00	$7.90	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.56	$57.79

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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 :

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

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