

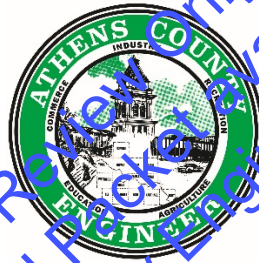
**ATHENS COUNTY  
ENGINEER'S OFFICE**

**2023**

**ATH-TR231-1.62  
BRIDGE REPLACEMENT**

**PID NO. 117524  
Sharps Run Rd, Athens County, Ohio**

BID NOTICE  
SPECIFICATIONS  
PROPOSAL  
CONTRACT



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, May 30, 2023**

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

EDGE GOAL: 5 %

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## NOTICE TO BIDDERS

Sealed bids for the ATH-TR231-1.62 BRIDGE REPLACEMENT 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 30<sup>th</sup> day of May, 2023 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 replacing the bridge at ATH-TR231-1.62 with a single span prestressed composite box beam bridge with reinforced concrete deck and reconstruction of the approach roadway. The bidder must hold a current prequalification with the Ohio Department of Transportation for the appropriate items of work, and must maintain such prequalification during the course of the contract.

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](http://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 December 15, 2023.

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: 5/06/2023, 5/13/2023

## INFORMATION TO BIDDERS

ODOT's 2019 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.

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-TR231-1.62 BRIDGE REPLACEMENT"**. 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.

Boring Logs are included in Section VII for contractor's review.

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

# SPECIFICATIONS

## **ODOT'S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS) MANUAL AND ITS SUPPLEMENTS**

ODOT's 2019 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**

## **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, 2019 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.

BIDDERS are advised that the following utility facilities may or may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place or be relocated within the construction limits of the project as set out below."

## **Frontier Communications**

The phone has an aerial line that is located on existing poles within project work limits that will be relocated prior to construction.

SEE SHEET 3 OF THE CONTRACT DRAWINGS FOR UTILITY CONTACT INFORMATION

## **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 non-traceable steel product used or submit for approval, test results showing the chemical and physical properties meet the applicable specifications.

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

## **ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS**

Pursuant to Ohio Revised Code 123.152, the percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid. The percentage goal may be met if the Contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. If not EDGE certified, the Contractor must use its best efforts to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

### **WAIVER PROCESS FOR EDGE GOAL**

If not EDGE certified, the Contractor must document the progress and efforts made in securing the services of EDGE subcontractors/suppliers. In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the DBE Services Section. The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved and indicate a good faith effort was made to meet the goal and be sent to the DBE Services Section, Division of Construction Management, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for an EDGE goal waiver is received:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. All solicitations made by the Contractor for subcontracting opportunities and EDGE quotes through SBN.
8. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
9. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:



Ohio Department of Transportation  
Attention: Deputy Director, Division of Construction Management  
1980 West Broad Street, Mail Stop 4110  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process may be appealed to the Court of Claims.

#### **AFFIDAVIT OF SUBCONTRACTOR PAYMENT**

The Ohio Revised Code 123.152, requires the Ohio Department of Transportation (ODOT) to monitor and verify that work subcontracted to Encouraging Diversity, Growth and Equity (EDGE) firms is actually performed by the EDGE firms. The affidavit seeks to verify actual payments made to EDGE firms on the project. Each EDGE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the Contractor and subcontractor, or by the subcontractor and EDGE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, DBE Services Section, 1980 West Broad Street, Mail Stop 4110, Columbus, Ohio 43223.

#### **SANCTIONS**

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

- (1) letter of reprimand;
- (2) liquidated damages computed up to the amount of goal dollars not met;
- (3) cross-withhold from future projects;
- (4) contract termination and/or
- (5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

- (1) the magnitude and the type of offense;
- (2) the degree of the Contractor's culpability;
- (3) any steps taken to rectify the situation;
- (4) the Contractor's record of performance on other projects including, but not limited to:
  - a. annual EDGE participation over EDGE goals;
  - b. annual EDGE participation on projects without goals;
  - c. number of complaints the Ohio Department of Transportation has received from EDGE firms regarding the Contractor; and
  - d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
- (5) whether the Contractor falsified, misrepresented, or withheld information.



# **ATH-TR231-1.62 BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

## **SECTION II**

### **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-TR231-1.62 BRIDGE REPLACEMENT**, 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 December 15, 2023**. 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, 2019 version.

Bidder acknowledges receipt of the following Addendum:

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

## 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.

CONTRACTOR: \_\_\_\_\_

**UNIT PRICE BID FORM**  
**ATH-TR231-1.62 BRIDGE REPLACEMENT**

REF #	ODOT ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	201E11000	CLEARING AND GRUBBING	1	LS	\$	\$
2	202E23000	PAVEMENT REMOVED	212	SY	\$	\$
3	203E10000	EXCAVATION	75	CY	\$	\$
4	203E20000	EMBANKMENT	58	CY	\$	\$
5	204E10000	SUBGRADE COMPACTION	275	SY	\$	\$
6	606E13000	GUARDRAIL, TYPE 5	100	FT	\$	\$
7	606E35140	BRIDGE TERMINAL ASSEMBLY, TYPE 4	4	EACH	\$	\$
8	607E23101	FENCE REBUILT, AS PER PLAN	36	FT	\$	\$
9	601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	110	CY	\$	\$
10	659E10000	SEEDING AND MULCHING	178	SY	\$	\$
11	659E20000	COMMERCIAL FERTILIZER	0.02	TON	\$	\$
12	659E31000	LIME	0.04	ACRE	\$	\$
13	659E35000	WATER	1	MGAL	\$	\$
14	832E30000	EROSION CONTROL	3000	EACH	\$	\$
15	611E05900	15" CONDUIT, TYPE B	38	FT	\$	\$
16	611E98451	CATCH BASIN, NO. 2-2A, AS PER PLAN	1	EACH	\$	\$
17	301E46000	ASPHALT CONCRETE BASE, PG64-22	28	CY	\$	\$
18	304E20000	AGGREGATE BASE	45	CY	\$	\$
19	407E10000	TACK COAT	25	GAL	\$	\$
20	441E50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	13	CY	\$	\$
21	617E10100	COMPACTED AGGREGATE	3	CY	\$	\$
22	202E11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1	LS	\$	\$
23	503E11100	COFFERDAMS AND EXCAVATION BRACING	1	LS	\$	\$
24	503E21100	UNCLASSIFIED EXCAVATION	284	CY	\$	\$
25	503E31100	ROCK EXCAVATION	38	CY	\$	\$
26	509E10000	EPOXY COATED REINFORCING STEEL	10332	LB	\$	\$
27	511E21520	CLASS QC2 CONCRETE, SUPERSTRUCTURE	21	CY	\$	\$

REF #	ODOT ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
28	511E43510	CLASS QC1 CONCRETE, ABUTMENT INCLUDING FOOTING	89	CY	\$	\$
29	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	75	SY	\$	\$
30	512E10400	TREATING OF CONCRETE BRIDGE DECK WITH SRS	96	SY	\$	\$
31	515E12050	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, CB21-48 (51'-0")	4	EACH	\$	\$
32	516E13900	2" PREFORMED EXPANSION JOINT FILLER	30	SF	\$	\$
33	516E14020	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL	75	FT	\$	\$
34	516E41100	1/8" PREFORMED BEARING PAD	8	EACH	\$	\$
35	516E43100	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE) (1.95"x8"x10")	16	EACH	\$	\$
36	517E72300	RAILING (DEEP BEAM RAIL WITH STEEL TUBULAR BACKUP AND TYPE 2 STEEL POSTS AND ANCHOR BOLTS)	112.5	FT	\$	\$
37	518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	91	CY	\$	\$
38	518E22300	STEEL DRIP STRIP	120	FT	\$	\$
39	518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	65	FT	\$	\$
40	518E40012	6" NON-PERFORATED CORRUGATED PLASTIC PIPE	33	FT	\$	\$
41	613E41200	LOW STRENGTH MORTAR BACKFILL	53	CY	\$	\$
42	614E11000	MAINTAINING TRAFFIC	1	LS	\$	\$
43	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$	\$
44	624E10000	MOBILIZATION	1	LS	\$	\$
45	103E05000	PREMIUM FOR CONTRACT PERFORMANCE AND FOR PAYMENT BOND	1	LS	\$	\$

**GRAND TOTAL**    \$ \_\_\_\_\_

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: \_\_\_\_\_

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

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

## 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

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



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.

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

**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 \_\_\_\_\_

**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.

For Review Only  
Official Bid Packet available at  
Athens County Engineers Office

\_\_\_\_\_  
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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Athens County Engineer's Office

\_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(COMPANY)  
\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_. (SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)



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

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**PROJECT NAME:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
\_\_\_\_\_  
**FAX:** \_\_\_\_\_  
\_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE OF PROJECT:** \_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

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**PROJECT NAME:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
\_\_\_\_\_  
**FAX:** \_\_\_\_\_  
\_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE OF PROJECT:** \_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**PROJECT NAME:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
\_\_\_\_\_  
**FAX:** \_\_\_\_\_  
\_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE OF PROJECT:** \_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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





**ATH-TR231-1.62  
BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

**SECTION III**

**CONTRACT DOCUMENTS**

*Official Bid Packet available at  
Athens County Engineer's Office*

**CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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-TR231-1.62 BRIDGE REPLACEMENT PROJECT 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.

Attest:

Contractor: \_\_\_\_\_

Board of Commissioners, Athens County, Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lenny Eliason Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Charlie Adkins Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chris Chmiel Date

Official For Review Only  
Athens County Engineer's Office  
Athens County Engineer's Office

**CERTIFICATE OF PROSECUTING ATTORNEY**

The above contract has been approved by me as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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.

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_

**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.

Official Bid Packet available at  
Athens County Engineer's Office

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

## **ODOT Required Contract Provisions**

### **PROMPT PAYMENT AND PAYMENT REPORTING**

The contractor shall ensure prompt payment to subcontractors and material suppliers per Ohio Revised Code 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

### **ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS**

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the Ohio Department of Administrative Services pursuant to Ohio Administrative Code 123:2-14. If the contractor is itself an EDGE business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

### **EDGE GOAL COMPLIANCE**

After the allotted timeframe for reporting payments closes, ODOT shall divide the total reported payments made to EDGE business enterprises by the PROJECT's final contract amount to determine the PROJECT's EDGE attainment. If the EDGE attainment meets or exceeds the PROJECT's EDGE goal, ODOT will consider the contractor as being in compliance with the PROJECT's EDGE goal. If the EDGE attainment is short of the PROJECT's EDGE goal, ODOT will consider the contractor as being in noncompliance with the PROJECT's EDGE goal.

### **GOOD FAITH EFFORTS (GFEs)**

If the contractor is unable to comply with the EDGE goal established for the PROJECT and having made a good faith effort (GFE) to comply with the established EDGE goal, the contractor may apply in writing, on a form prescribed by ODOT, to ODOT for a full or partial waiver of the established contract EDGE goal. The form shall be submitted to ODOT in the manner outlined on ODOT's website. ODOT may modify the established EDGE goal for a contract after determining that the contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. For purposes of such determination, ODOT shall consider whether the contractor has documented all of the following:

1. The contractor utilized reasonable and available means to solicit EDGE-certified business(es) that have the capability to perform the work of the contract. To demonstrate reasonable solicitation, the contractor shall provide evidence of such solicitations, including, but not limited to, the following: fax confirmations, website notifications, bid notices, email contact lists, and invitations to bid notices;
2. The contractor identified portions of the contracted work that would provide the most opportunity for participation by EDGE-certified business(es). To demonstrate identified portions of the contracted work were selected to increase the likelihood of EDGE participation, the contractor shall provide documentation outlining the rationale used to determine which portions of the contract were bid to EDGE-certified business(es) and why other portions were not selected for bidding by EDGE-certified business(es);
3. The contractor provided all appropriate EDGE-certified business(es) with adequate information about the plans, specifications, and requirements of the contract. The information about the plans, specifications, and requirements of the contract were provided in sufficient time for EDGE-certified business(es) to review and provide a bid for the contract. "Sufficient time" means at least twenty-one days prior to the required bid submission date provided by the contractor;
4. The contractor negotiated in good faith with interested EDGE-certified business(es). To demonstrate good faith negotiations, the contractor shall provide evidence of such negotiations, including, but not limited to, the following: subcontractor names, addresses, dates of meetings, and telephone numbers of the EDGE-certified business(es) considered. The contractor shall submit bid requests and/or bid submittals of all EDGE-certified business(es) bidders and any correspondence related to the negotiations. A contractor using good business judgment will consider a number of factors when negotiating with EDGE-certified business(es) and will take

into account the bid and capabilities of EDGE-certified business(es) as well as contract goal requirements. However, the fact that there may be some additional costs involved in finding and using an EDGE-certified business(es) are not in itself sufficient reason for a contractor's failure to meet the established EDGE goal. In addition, the ability or desire of a contractor to perform the work with its own organization does not relieve the contractor of its responsibility to locate EDGE-certified business(es) and conduct GFES;

5. The contractor properly rejected interested EDGE-certified business(es) as being unqualified for the work of the contract. A contractor's rejection of an EDGE-certified business(es) based on standing within an appropriate industry, membership, or affiliation in a business social, or political group is not a basis for a proper rejection. To demonstrate EDGE-certified business(es) were properly rejected, the contractor shall provide a copy of each rejection letter sent to EDGE-certified business(es) with the reason(s) for rejection, the EDGE-certified business's name, address, date, and proof of mailing;
6. The contractor used the services of one or more organizations that provide business assistance in the identification and recruitment of EDGE-certified business(es). To demonstrate utilization of one or more organizations providing business assistance, the contractor shall provide the name(s), phone number(s), date(s), and method of contact relating to the business assistance organization; and
7. The contractor used the directory listing of EDGE-certified business(es) at <https://eodreporting.oit.ohio.gov/edge-certification> or, if this link stops functioning, at such new link provided by the State of Ohio. To demonstrate such a directory listing was used, the contractor shall provide the list, method of contact, and names associated with each EDGE-certified business(es) included on the list.

ODOT will review the contractor's waiver request and issue a written determination on whether the Contractor made the level of GFES deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver.

The Contractor may request administrative reconsideration within fourteen (14) days of being informed that it did not make the level of GFES deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. The Contractor must make this request in writing to Jodi Elsass-Locker, Chief Legal Counsel, [Jodi.Elsass-Locker@dot.ohio.gov](mailto:Jodi.Elsass-Locker@dot.ohio.gov), and Brianne Brown, Deputy Chief Legal Counsel, [Brianne.Brown@dot.ohio.gov](mailto:Brianne.Brown@dot.ohio.gov). This request may also be submitted in writing at the following address:

Ohio Department of Transportation  
Attn: Office of Chief Legal Counsel, Mail Stop 1500  
1980 West Broad St.  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient GFES.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it made adequate GFES. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not comply with the goal or make adequate good faith efforts.

ODOT may issue the following sanctions if the Contractor fails to comply with EDGE-related contract requirements and/or fails to make the level of GFES deemed necessary by ODOT to comply with the established contract EDGE goal:

1st tier: letter of reprimand;

2nd tier: damages equivalent to the EDGE contract goal shortfall

3rd tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment

Factors to be considered in issuing sanctions include, but are not limited to:

- (1) the magnitude and the type of offense;
- (2) the degree of the Contractor's culpability;
- (3) any steps taken to rectify the situation;
- (4) the Contractor's record of performance on other projects including, but not limited to:
  - (A) EDGE contract goal attainment and GFEs;
  - (B) DBE contract goal attainment and GFEs;
  - (C) number of complaints ODOT has received from DBE/EDGE certified firms regarding the Contractor; and,
  - (D) the number of times the Contractor has been previously sanctioned by ODOT.

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



**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

The OWNER has considered the BID submitted by you on \_\_\_\_\_, 20\_\_\_\_ (BID Date) for the above described WORK in response to its Advertisement for BIDS and information for BIDDERS.

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

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty, subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: \_\_\_\_\_

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

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Name and Title: \_\_\_\_\_

cc: CONTRACTOR'S Surety Agent

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_ on or before \_\_\_\_\_, 20\_\_ and you are to complete the WORK by the completion date of \_\_\_\_\_.

Owner: \_\_\_\_\_

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

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Athens County Engineer's Office

**NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT**  
**SECTION 1311.252 OHIO REVISED CODE**

State of Ohio,            )  
                                  ) ss:  
County of Athens        )

\_\_\_\_\_ Lenny Eliason \_\_\_\_\_ being first duly sworn, says that:

1. Affiant is the President of the Athens County Board of Commissioners, 15 S. Court Street, Athens, Ohio, 45701.
2. The Public Authority will be commencing a public improvement identified as follows:
3. The following lists the name, address and trade of each of the principle contractors working on this public improvement:

**NAME**

**ADDRESS**

4. The following lists the names and addresses of the sureties for all of those principle contractors:

**PRINCIPLE**

**CONTRACTOR**

**NAME OF SURETY**

**ADDRESS OF SURETY**

5. For the purpose of serving an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority:

Lenny Eliason, President of Athens County Board of Commissioners  
15 S. Court Street, Athens, Ohio, 45701.

SWORN TO before me and subscribed in my presence this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public

**CHANGE ORDER**

Order No.: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Owner: Athens County Commissioners

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

Justification:

Original contract price: \$ \_\_\_\_\_

Current contract price adjusted by previous change order: \$ \_\_\_\_\_

The contract price due to this change order will be **increased/decreased** by: \$ \_\_\_\_\_

The new contract price including this change order will be: \$ \_\_\_\_\_

Change to contract time:

The contract time will be increased by \_\_\_\_\_ calendar days.

The date for substantial completion of work will be \_\_\_\_\_.

The date for completion of all work will be \_\_\_\_\_.

Approved by: \_\_\_\_\_  
(Contractor)

Approved by: \_\_\_\_\_  
(Project Manager)

Approved by: \_\_\_\_\_  
(Owner)

Official Bid Packet available at  
Athens County Engineer's Office

**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 of 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: \_\_\_\_\_

Sworn to before me and subscribed in my presence at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (s)

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\_\_\_\_.

\_\_\_\_\_  
Notary Public (s)

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**ATH-TR231-1.62  
BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

**SECTION IV**

**Athens County General Conditions**

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



**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.

## 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.

#### 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.

## **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.

## **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.

### **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 quantities 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.

## **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 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.

## **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.

## **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, notwithstanding 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.

## **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.

## **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

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 any wise come against the Owner by devices, equipment, or processes furnished, or used in the performance of the work under this Contract, by reason of the use of Patented designs furnished by the Contractor and accepted by the Owner.

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

### **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:



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.

### **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 work 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".

#### **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-TR231-1.62  
BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

**SECTION V**

**Supplemental General Conditions**

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Official Bid Packet available at  
Athens County Engineer's Office

# SUPPLEMENTAL GENERAL CONDITIONS

1. ODOT – CMS -- January 1, 2019 Specifications
2. Unit Prices/ Lump Sum Prices
3. Pre-Bid Questions
4. Meetings
5. Safety
6. Work On Sundays And Holidays
7. Restoration
8. Dust Control
9. Sanitary Convenience Facilities
10. Access To Adjoining Properties
11. Violating Facilities
12. Shop Drawings
13. Relationship Bar Chart Schedule

## (1) ODOT – CMS -- JANUARY 1, 2019 SPECIFICATIONS:

- The ODOT Construction and Materials Specifications are to be considered as a complete supplement of this Contract, and as such are to be complied with in their entirety. The ODOT STANDARD DRAWINGS are also to be considered a complete supplement as well.
- Bidders are required to be familiar with these publications and be prepared to comply with the various requirements of these documents. These documents can be purchased from the Contract Sales Office of the Ohio Department of Transportation, Columbus, Ohio (Phone # 614-466-3200).
- If the ODOT CMS Specifications (1/01/2019) conflict with other contract requirements including the contract specifications, general conditions, etc., then the more stringent or costly specification shall apply. The Contractor shall notify the Engineer of any known discrepancies prior to the Bid Date if possible.

## (2) UNIT PRICES/ LUMP SUM PRICES:

- The Engineer has attempted to list and itemize all pertinent items in the proposal documents. Any items of work that are clearly shown on the drawings but not specifically included as a unit price item are to be included in the various "Lump Sum Items" for payment. Quantities for unit price items will be adjusted to reflect the actual amount installed of the various items.

## (3) PRE-BID QUESTIONS:

- Any questions related to the Contract Documents, or any errors or omissions discovered during the drawing review during the pre-bid review process, can be directly addressed to:

Donnie Stevens II, PE, PS  
Athens County Assistant Engineer  
16000 Canaanville Rd  
Athens, Ohio 45701  
Phone: (740) 593-5514  
Email: dstevens@athensoh.org

## (4) MEETINGS:

- A preconstruction meeting will be held at the Athens County Engineer's Office, 16000 Canaanville Rd, Athens, Ohio 45701. The Prime Contractor, his Superintendent, and any

proposed subcontractors should attend this meeting. The Contractor shall provide the following items at this meeting:

- a. Project Schedule – See Condition No. 13 below
- b. List of Subcontractors and Material Suppliers.
- c. Shop Drawing Submittals – See Condition No. 12 Below

**(5) SAFETY:**

- All OSHA Regulations and Safety Requirements are to be strictly complied with during the construction of this Contract Work. If there are any questions regarding these regulations, the Bidders are encouraged to contact the respective agencies in order to familiarize themselves completely with the content involved.

**(6) WORK ON SUNDAYS AND HOLIDAYS:**

- No work shall be performed on Sundays and on holidays unless approved by Jeff Maiden, PE, PS, Athens County Engineer.

**(7) RESTORATION:**

- The contractor shall clean-up all debris and materials resulting from his operation and restore all surfaces, structures, ditches, and property to its original or better condition to the satisfaction of the engineer.
- Contractor shall remove all mailboxes, street signs, etc. that need to be removed, and work with property owners and the owner in a timely manner to determine where they will need to be replaced.

**(8) DUST CONTROL:**

- Dust control operations shall be performed by the contractor during construction according to item 616 as needed or at the request and satisfaction of the engineer.

**(9) SANITARY CONVENIENCE FACILITIES:**

- The contractor shall furnish and maintain sanitary convenience facilities for the workers and inspectors for the duration of the work.

**(10) ACCESS TO ADJOINING PROPERTIES:**

- Access to adjoining properties shall be maintained at all times.

**(11) VIOLATING FACILITIES:**

- The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

**(12) SHOP DRAWINGS:**

The Contractor shall, at his own expense prior to the manufacture or fabrication of any materials which he is to furnish and which are not built from detailed designs furnished by the Engineer, submit for approval of the Engineer, four (4) complete sets of detailed Shop Drawings of such

materials. These Shop Drawings shall be accurate and distinct and shall give all working dimensions, kinds of materials to be used, kinds of machine work and finish to be applied, and like information. These Shop Drawings shall, in general, pertain to such items as steel reinforcement, piping, electrical installations, valves, pumps, heating equipment, structural steel work, miscellaneous metal and wood work, and any other work similar to the above-mentioned items.

One (1) set of Shop Drawings furnished by the Contractor will be returned after approval, the other three (3) sets being retained by the Engineer. If required by the Engineer, the Shop Drawings shall be revised and four (4) sets of revised Shop Drawings shall be furnished until the approval of the Engineer has been obtained.

No work upon the manufacture or the fabrication of any materials shall be done until such approval by the Engineer has been obtained. Furthermore, the approval of the Shop Drawings shall not be interpreted in any way to classify for payment for any particular work.

**(13) RELATIONSHIP BAR CHART SCHEDULE:**

The Contractor shall prepare and submit a bar chart calendar day progress schedule at the preconstruction meeting for review by the Construction Engineer. The schedule may be prepared either by hand or computer generated, at the Contractor's option. All schedules must include the following Administrative Identifier Information:

1. Project Name
2. County
3. Route Number
4. FHWA Number
5. PID Number
6. Contract Number
7. Date of Contract
8. Completion Date
9. Contractor's Name
10. Contractor's Signature (must be dated)

It is the Contractor's responsibility to select the items to be scheduled and the sequence in which they are to be performed consistent with contract requirements. As a minimum, the relationship bar chart progress schedule shall provide a listing of project activities that will indicate the following information:

1. Scope of Work
2. Anticipated Activity Start Date
3. Anticipated Activity Finish Date
4. Work Item Duration
5. Work Item Relationships
6. Maintenance of Traffic
7. Interim Completion Dates and Project Milestones (if any) defined in the Contract Documents.

The progress schedule requirements are discussed in further detail as follows:

A. Scope of Work: The Contractor shall list all major items of work required to complete the scope of the project. The major items of work shall be broken down into components to give further details to the scope of work included in each major item. Work items shall be sequenced relative to phasing requirements and the traffic control plan in effect during the prosecution of the work.

B. Anticipated Activity Start Date: The date the Contractor intends to start a particular work item.

C. Anticipated Activity Finish Date: The date the Contractor expects to fully complete a work item.

D. Work Item Duration: The total time from the start date to the finish date of the work item.

E. Work Item Relationship: The Contractor shall indicate the relationship between each work item on the project bar chart to indicate the interdependence of work items. The Contractor shall utilize arrow diagrams to indicate those work items that can commence prior to completion of the preceding work item, as well as to indicate work items which must be completed prior to the start of a successor work item.

F. Critical path to Completion: The contractor shall clearly identify the critical path for the project on the relationship bar chart progress schedule.

II. This paragraph takes precedence over Section 108.03 of the Construction and Material Specification.

The contractor shall submit an updated relationship bar chart schedule on the first day of each month during the life of the project. Each updated project progress schedule shall indicate the actual start/finish dates for all completed activities, the actual start date and remaining duration for all activities in progress and the proposed start date and duration for all remaining activities. The updated project progress schedule shall also include actual/planned start dates, durations and the relationship to other activities for work that has been added to the project. If the Engineer determines that work has fallen behind schedule more than fifteen (15) calendar days, the Contractor shall submit a revised schedule within seven (7) calendar days of written request by the Engineer indicating how the Contractor proposes to recover the project to meet the original completion dates. No payments will be made to the Contractor during those periods where the Contractor is delinquent in the submission of a revised progress schedule. If for any reason the prosecution of the work is suspended, the Contractor shall notify the Engineer a minimum of 24 hours in advance of resuming operations. The project progress schedule will be utilized by the Engineer to make determinations of project time extensions and evaluate claims for adjustments in compensation which may be submitted by the Contractor.

**ATH-TR231-1.62  
BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

**SECTION VI**

**State of Ohio Wage Rates**

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

# Prevailing Wage Determination Cover Letter

County:  ▼  
Determination Date: 03/31/2023  
Expiration Date: 06/30/2023

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**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2022sksLoc200

Craft : Carpenter Effective Date : 05/11/2022 Last Posted : 05/11/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Journeyman	\$31.05		\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$52.29	\$67.81
Apprentice	Percent											
1st 6 months	60.00	\$18.63	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$39.87	\$49.19
2nd 6 months	65.00	\$20.18	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$41.42	\$51.51
3rd 6 months	70.00	\$21.73	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$42.98	\$53.84
4th 6 months	75.00	\$23.29	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$44.53	\$56.17
5th 6 months	80.00	\$24.84	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$46.08	\$58.50
6th 6 months	85.00	\$26.39	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$47.63	\$60.83
7th 6 months	90.00	\$27.94	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$49.19	\$63.16
8th 6 months	95.00	\$29.50	\$7.50	\$10.78	\$0.50	\$0.00	\$2.32	\$0.14	\$0.00	\$0.00	\$50.74	\$65.49

Special Calculation Note : Other is UBC National Fund

**Ratio :**

1 Journeymen to 1 Apprentice

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

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

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

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

**Special Jurisdiction 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 Local 132 (Parkersburg-Marietta)

Change # : LCN01-2022sksLoc132

Craft : Cement Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$30.10		\$7.90	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$48.39	\$63.44
Apprentice	Percent											
1st yr	70.00	\$21.07	\$7.90	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$39.36	\$49.90
2nd yr	80.00	\$24.08	\$7.90	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$42.37	\$54.41
3rd yr	90.00	\$27.09	\$7.90	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$45.38	\$58.93

Special Calculation Note : \*Other is International Training

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : OCR01-2022sksCementHevHwy

Craft : Cement Mason Effective Date : 05/05/2022 Last Posted : 05/05/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$32.49		\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$51.26	\$67.50
Apprentice	Percent											
1st Year	70.00	\$22.74	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$41.51	\$52.88
2nd Year	80.00	\$25.99	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.76	\$57.76
3rd Year	90.00	\$29.24	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$48.01	\$62.63

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

**Ratio :**

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

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

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

**Special Jurisdictional Note :** (A) Highway Construction, Sewer, Waterworks And Utility

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

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

**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 3

Change # : LCN01-2022sksLocalHwy3

Craft : Laborer Group 1 Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$34.52		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.72	\$63.98
Group 2	\$34.69		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.89	\$64.23
Group 3	\$35.02		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.22	\$64.73
Group 4	\$35.47		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.67	\$65.40
Watch Person	\$27.25		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.45	\$53.08
<b>Apprentice</b>	<b>Percent</b>											
0-1000 hrs	60.00	\$20.71	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.91	\$43.27
1001-2000 hrs	70.00	\$24.16	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.36	\$48.45
2001-3000 hrs	80.00	\$27.62	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.82	\$53.62
3001-4000 hrs	90.00	\$31.07	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.27	\$58.80
More than 4000 hrs	100.00	\$34.52	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.72	\$63.98

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

**Ratio :**

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

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

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

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

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

**Details :**

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner,Welder, Gunitite Nozzle Person

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

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 83

Change # : LCN01-2022sksLoc83

Craft : Laborer Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$38.23		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$50.57	\$69.69
Group 2	\$38.48		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$50.82	\$70.06
Group 3	\$38.63		\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$50.97	\$70.29
Apprentice	Percent											
0-1000 hrs	59.99	\$22.93	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$35.27	\$46.74
1001-2000 hrs	70.00	\$26.76	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$39.10	\$52.48
2001-3000 hrs	80.00	\$30.58	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$42.92	\$58.22
3001-4000 hrs	89.99	\$34.40	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$46.74	\$63.94
More than 4000 hrs	100.00	\$38.23	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.14	\$50.57	\$69.69

**Special Calculation Note :** Other is LEAD-CAP

**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

**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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Official Bid Packet available at  
Athens County Engineer's Office

# Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2022sksLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$40.19		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.44	\$76.53
Operator Class B	\$40.07		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.32	\$76.35
Operator Class C	\$39.03		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.28	\$74.79
Operator Class D	\$37.85		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$54.10	\$73.03
Operator Class E	\$32.39		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.64	\$64.83
Master Mechanic	\$40.44		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.69	\$76.91
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48
Field Mech Trainee Class 2												
1st year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48

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

**Ratio :**

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII,

**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,

paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

### Special Jurisdictional Note :

#### Details :

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

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

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

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag

capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

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

Master Mechanic - Master Mechanic

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 93 Bridge Painter

Change # : LCN01-2021fbLoc93

Craft : Painter Effective Date : 07/22/2021 Last Posted : 07/22/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
<b>Classification</b>												
Painter Bridge Blaster Class 1	\$37.02	\$6.80	\$7.56	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.88	\$71.39	
Class 2 Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$34.02	\$6.80	\$7.56	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.88	\$66.89	
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Diver	\$27.02	\$6.80	\$7.56	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.88	\$56.39	
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc.	\$27.02	\$6.80	\$7.56	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.88	\$56.39	
Class 5 Quality Control/Quality Assurance Traffic Safety, Competent Person	\$30.02	\$6.80	\$7.56	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.89	
<b>Apprentice</b>	<b>Percent</b>											
1st Year	60.00	\$22.11	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$32.56	\$43.67	
2nd Year	70.00	\$25.91	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$36.26	\$49.22	
3rd year	75.00	\$27.76	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$38.11	\$52.00	
4th Year	80.00	\$29.62	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$39.97	\$54.77	
5th Year	85.00	\$31.47	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$41.82	\$57.55	
6th Year	90.00	\$33.32	\$6.80	\$2.05	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$43.67	\$60.33	

**Special Calculation Note :** Apprentice pay based on percentage of above appropriate classification.

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice Thereafter

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

ATHENS, GUERNSEY, HOCKING, MEIGS,  
MONROE, VINTON, WASHINGTON

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

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

**Change # : LCRO1-2021fbBldgHwy**

**Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021**

	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	\$29.24		\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06
Apprentice	Percent											
First 6 months	80.00	\$23.39	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$51.29
7-12 months	85.00	\$24.85	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.48
13-18 months	90.00	\$26.32	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.67
19-24 months	95.00	\$27.78	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.87
25-30 months	100.00	\$29.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06

**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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Athens County Engineer's Office

# 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 # : LCNO1-2022sksBldgHevHwy**

**Craft : Truck Driver Effective Date : 06/08/2022 Last Posted : 06/08/2022**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
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)	\$30.81		\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72
<b>Apprentice</b>	<b>Percent</b>											
First 6 months	79.98	\$24.64	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.14	\$53.46
7-12 months	87.25	\$26.88	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.38	\$56.82
13-18 months	90.00	\$27.72	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.23	\$58.09
19-24 months	94.98	\$29.26	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.76	\$60.40
25-30 months	100.00	\$30.81	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72

**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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**ATH-TR231-1.62  
BRIDGE REPLACEMENT**

**ATHENS COUNTY, OHIO**

**SECTION VII**

**Boring Logs**

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## LEGEND – BORING LOG TERMINOLOGY

Explanation of each column, progressing from left to right

1. Depth (in feet) – refers to distance below the ground surface.
2. Elevation (in feet) – is referenced to mean sea level, unless otherwise noted.
3. Standard Penetration (N) – the number of blows required to drive a 2-inch O.D., 1-3/8 inch I.D., split-barrel sampler, using a 140-pound hammer with a 30-inch free fall. The blows are recorded in 6-inch drive increments. Standard penetration resistance is determined from the total number of blows required for one foot of penetration by summing the second and third 6-inch increments of an 18-inch drive.  
  
50/n – indicates number of blows (50) to drive a split-barrel sampler a certain number of inches (n) other than the normal 6-inch increment.
4. The length of the sampler drive is indicated graphically by horizontal lines across the “Standard Penetration” and “Recovery” columns.
5. Sample recovery from each drive is indicated numerically in the column headed “Recovery”.
6. The drive sample location is designated by the heavy vertical bar in the “Sample No., Drive” column.
7. The length of hydraulically pressed “Undisturbed” samples is indicated graphically by horizontal lines across the “Press” column.
8. Sample numbers are designated consecutively, increasing in depth.
9. Soil Description
  - a. The following terms are used to describe the relative compactness and consistency of soils:

**Granular Soils – Compactness**

<u>Term</u>	<u>Blows/Foot Standard Penetration</u>
Very Loose	less than 5
Loose	5 – 10
Medium Dense	11 – 30
Dense	31 – 50
Very Dense	over 50

**Cohesive Soils – Consistency**

<u>Term</u>	<u>Unconfined Compression tons/sq.ft.</u>	<u>Blows/Foot Standard Penetration</u>	<u>Hand Manipulation</u>
Very Soft	less than 0.25	less than 2	Easily penetrated 2-in. by fist
Soft	0.25 – 0.50	2 – 4	Easily penetrated 2-in. by thumb
Medium Stiff	0.50 – 1.0	5 – 8	Penetrated by thumb with moderate effort
Stiff	1.0 – 2.0	9 – 15	Readily indented by thumb but not penetrated
Very Stiff	2.0 – 4.0	16 – 30	Readily indented by thumbnail
Hard	over 4.0	over 30	Indented with difficulty by thumbnail

- b. Color – If a soil is a uniform color throughout, the term is single, modified by such adjective as light and dark. If the predominant color is shaded by a secondary color, the secondary color precedes the primary color. If two major and distinct colors are swirled throughout the soil, the colors are modified by the term “mottled”.
- c. Texture is based on the Ohio Department of Transportation Classification System. Soil particle size definitions are as follows:

<u>Description</u>	<u>Size</u>	<u>Description</u>	<u>Size</u>
Boulders	Larger than 12”	Sand – Coarse	2.0 mm to 0.42 mm
Cobbles	12” to 3”	– Fine	0.42 mm to 0.074 mm
Gravel – Coarse	3” to ¾”	Silt	0.074 mm to 0.005 mm
– Fine	¾” to 2.0 mm	Clay	smaller than 0.005 mm

- d. The main soil component is listed first. The minor components are listed in order of decreasing percentage of particle size.
- e. Modifiers to main soil descriptions are indicated as a percentage by weight of particle sizes.
 

trace	0 to 10%
little	10 to 20%
some	20 to 35%
"and"	35 to 50%

f. Moisture content of **cohesionless soils** (sands and gravels) is described as follows:

<u>Term</u>	<u>Relative Moisture or Appearance</u>
Dry	Soil leaves no moisture when pressed between fingers
Damp	Soil leaves very little moisture when pressed between fingers.
Moist	Soil leaves small amount of moisture when pressed between fingers.
Wet	The pore space is filled with water and water can be poured from sample with ease.

g. The moisture content of **cohesive soils** (silts and clays) is expressed relative to plastic properties.

<u>Term</u>	<u>Relative Moisture or Appearance</u>
Dry	Brittle to powdery; Moisture content well below plastic limit
Damp	Moisture content below plastic limit
Moist	Moisture content above plastic limit to -3% liquid limit
Wet	Moisture content near or above liquid limit

10. Rock Hardness and Rock Quality Designation

a. The following terms are used to describe the relative strength of the **bedrock**:

<u>Term</u>	<u>Description</u>
Very Weak	Core can be carved with a knife and scratched by fingernail. Can be excavated readily with a point of a pick. Pieces 1-inch or more in thickness can be broken by finger pressure.
Weak	Core can be grooved or gouged readily by a knife or pick. Can be excavated in small fragments by moderate blows of a pick point. Small, thin pieces can be broken by finger pressure.
Slightly Strong	Core can be grooved or gouged 0.05 inch deep by firm pressure of a knife or pick point. Can be excavated in small chips to pieces about 1-inch maximum size by hard blows of the point of a geologist's pick.
Moderately Strong	Core can be scratched with a knife or pick. Grooves or gouges to 1/4" deep can be excavated by hand blows of a geologist's pick. Requires moderate hammer blows to detach hand specimen.
Strong	Core can be scratched with a knife or pick only with difficulty. Requires hard hammer blows to detach hand specimen. Sharp and resistant edges are present on hand specimen.
Very Strong	Core cannot be scratched by a knife or sharp pick. Breaking of hand specimens requires hard repeated blows of the geologist hammer.
Extremely Strong	Core cannot be scratched by a knife or sharp pick. Chipping of hand specimens requires hard repeated blows of the geologist hammer.

b. Rock Quality Designation, RQD – This value is expressed in percent and is an indirect measure of rock soundness. It is obtained by summing the total length of all core pieces which are at least four inches long, and then dividing this sum by the total length of the core run.

- 11. Gradation – when tests are performed, the percentage of each particle size is listed in the appropriate column (defined in Item 9c).
- 12. When a test is performed to determine the natural moisture content, liquid limit moisture content, or plastic limit moisture content, the moisture content is indicated in tabular form.
- 13. The corrected standard penetration (N<sub>60</sub>) value in blows per foot is indicated in tabular form.



Redbud Road

B-003-0-22

B-002-0-22

B-001-0-22

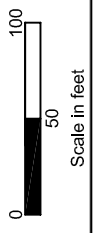
Sharps Run Road

Official Bid Packet available at  
Athens County Engineer's Office



As Drilled Boring Location

Legend



Athens County Engineer  
Sharps Run Road Bridge (ATH-TR231-1.62)  
Boring Location Plan

Orientation



PROJECT: ATH-TR 231-01.62	DRILLING FIRM / OPERATOR: DLZ / TZ	DRILL RIG: '22 CME 750-492-498	STATION / OFFSET: 0+91.7' RT.	EXPLORATION ID: B-001-0-22
TYPE: BRIDGE	SAMPLING FIRM / LOGGER: DLZ / AM	HAMMER: CME AUTOMATIC	ALIGNMENT: TR 231	
PID: SFN:	DRILLING METHOD: 3.25" HSA / NQ2	CALIBRATION DATE: 6/15/22	ELEVATION: 632.5 (MSL) EOB: 19.0 ft.	PAGE: 1 OF 1
START: 12/19/22 END: 12/19/22	SAMPLING METHOD: SPT / NQ2	ENERGY RATIO (%): 79.3	COORD: Not Recorded	
MATERIAL DESCRIPTION AND NOTES				
GRAVEL BASE - 3"	ELEV. 632.5	DEPTHS 1	GR 50	GRADATION (%)
Medium dense brown GRAVEL WITH SAND (A-1-b); damp.	632.3	2	CS 18 FS 12 SI 13	LL 21 PL 16
Very stiff brown SILTY CLAY (A-6b), some sand, little gravel; damp.	631.0	3	- - - -	WC 6
		4	- - - -	
SANDSTONE; brown, weathered.	628.5	5	- - - -	ODOT CLASS(GI)
SANDSTONE; brown and reddish brown, highly to moderately weathered, very weak, fine to coarse, thick to very thick bedded, heavy iron oxide staining	627.5	6	- - - -	A-1-b (0)
		7	- - - -	A-6b (V)
		8	- - - -	A-6b (V)
		9	- - - -	Rock (V)
		10	- - - -	
		11	- - - -	CORE
		12	- - - -	
		13	- - - -	CORE
		14	- - - -	
		15	- - - -	CORE
		16	- - - -	
		17	- - - -	CORE
		18	- - - -	
		19	- - - -	CORE
		EOB		

@ 9.7' - 10.9'; SDI = 90.1%

@ 18.7' - 19.0'; gray, slightly weathered.

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NOTES: SEEPAGE: NONE / WATER PRIOR TO CORING: NONE / WATER LEVEL AT COMPLETION 14.8'  
 ABANDONMENT METHODS, MATERIALS, QUANTITIES: POURED BENTONITE GROUT

PROJECT: ATH-TR 231-01.62  
 TYPE: BRIDGE  
 PID: SFN: 12/15/22 END: 12/16/22  
 START: 12/15/22 END: 12/16/22

DRILLING FIRM / OPERATOR: DLZ / TZ  
 SAMPLING FIRM / LOGGER: DLZ / AM  
 DRILLING METHOD: 3.25" HSA / NQ2  
 SAMPLING METHOD: SPT / NQ2

DRILL RIG: '22 CME 750-492-498  
 HAMMER: CME AUTOMATIC  
 CALIBRATION DATE: 6/15/22  
 ENERGY RATIO (%): 79.3

STATION / OFFSET: 0+95.7' L.T.  
 ALIGNMENT: TR 231  
 ELEVATION: 631.9 (MSL) EOB: 19.0 ft.  
 COORD: Not Recorded

EXPLORATION ID: B-002-0-22  
 PAGE: 1 OF 1

MATERIAL DESCRIPTION AND NOTES	ELEV.	DEPTHS	SPT/ RQD	N <sub>60</sub>	REC SAMPLE (%)	HP ID	GRADATION (%)							WC	ODOT CLASS (G)
							GR	CS	FS	SI	CL	LL	PL		
GRAVEL BASE - 3" Medium dense brown GRAVEL WITH SAND, SILT, AND CLAY (A-2-6); damp. SANDSTONE, brown, weathered.	631.9	1	5	16	72	SS-1	27	20	19	15	31	20	11	19	A-2-6 (0)
	629.9	2	6	-	82	SS-2	-	-	-	-	-	-	-	9	Rock (V)
		3	14	50/5"	-	0	SS-3	-	-	-	-	-	-	-	Rock (V)
		4	50/5"	-	-	-	-	-	-	-	-	-	-	-	Rock (V)
		626.9	5	50/4"	-	50	SS-4	-	-	-	-	-	-	-	Rock (V)
SANDSTONE, brown and reddish brown, heavily to moderately weathered, very weak, fine to coarse, thick to very thick bedded, heavy iron oxide staining  @ 9.0' - 9.5', Q <sub>t</sub> = 651 psi		6	99	99	99	NQ2-1									CORE
		7	98	98	98	NQ2-2									CORE
		16.2'	96	96	96	NQ2-3									CORE
@ 16.2' - 19.0'; gray, slightly weathered.	612.9	18													
		19													

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NOTES: SEEPAGE: NONE / WATER PRIOR TO CORING: NONE / WATER LEVEL AT COMPLETION 12.7'  
 ABANDONMENT METHODS, MATERIALS, QUANTITIES: POURED BENTONITE GROUT

PROJECT: ATH-TR 231-01.62		DRILLING FIRM / OPERATOR: DLZ / TZ		DRILL RIG: '22 CME 750-492-498		STATION / OFFSET: 1+47. CL		EXPLORATION ID															
TYPE: BRIDGE		SAMPLING FIRM / LOGGER: DLZ / AM		HAMMER: CME AUTOMATIC		ALIGNMENT: TR 231		B-003-0-22															
PID: SFN: 12/14/22		DRILLING METHOD: 3.25" HSA / NQ2		CALIBRATION DATE: 6/15/22		ELEVATION: 629.3 (MSL) EOB: 34.5 ft.		PAGE															
START: 12/14/22		SAMPLING METHOD: SPT / NQ2		ENERGY RATIO (%): 79.3		COORD: Not Recorded		1 OF 2															
<b>MATERIAL DESCRIPTION AND NOTES</b>																							
		ELEV.		DEPTHS		SPT/ RQD		REC SAMPLE (%)		HP (tsf)		GR		GRADATION (%)		ATTERBERG		WC		ODOT CLASS(GI)		ABANDONED	
		629.3																					
GRAVEL BASE - 5"		628.9		1		5		33		-								5		A-4a (V)			
FILL: Stiff to very stiff brown SANDY SILT (A-4a); damp to moist.				2		4		13		-													
				3		6		13		2.00		16		12		17		28		27		10	
Hard brown SILT AND CLAY (A-6a); damp.		626.3		4		7		16		4.5+		2		5		9		44		40		17	
				5		8		25		4.5+												13	
				6		9		11															
		625.8		7		5		15		4.5+												12	
Stiff brown SILT AND CLAY (A-6a); damp.				8		6		13		-		3		17		21		31		28		13	
		623.8		9		4		13		-													
				10		5		5		-													
Hard brown SANDY SILT (A-4a); damp.		617.7		11		6		42		-												10	
SANDSTONE, brown, weathered, very weak.				12		50/5"		100		-												Rock (V)	
		615.8		13		8		41		-													
SHALE, gray, highly weathered to moderately weathered, very weak.				14		41		40		-												Rock (V)	
				15		50/4"		50		-												Rock (V)	
				16		50/4"		50		-												Rock (V)	
				17		24		19		-												Rock (V)	
				18		42		48		-												Rock (V)	
				19		18		24		-												Rock (V)	
				20		24		54		-												Rock (V)	
				21		15		6		-												Rock (V)	
				22		6		5		-												Rock (V)	
				23						-												Rock (V)	
CLAYSTONE, gray, highly to moderately weathered, slightly strong, very fine, medium		605.7		24		60/1"		100		-												Rock (V)	
@ 25.1' - 25.6', $Q_u = 2,265$ psi				25		33		67		-												CORE	
@ 25.6' - 27.0', $SDI = 87.7\%$				26						-													
SANDSTONE, gray, slightly weathered, weak, fine to coarse, thick to very thick bedded		602.1		27						-													
				28						-													
		599.7		29		58		85		NQ2-2												CORE	

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PID:	SFN:	PROJECT:	ATH-TR 231-01.62	STATION / OFFSET:	1+47. CL	START:	12/14/22	END:	12/14/22	PG 2 OF 2	B-003-0-22											
<b>MATERIAL DESCRIPTION AND NOTES</b> SHALE, gray, slightly weathered, weak, very fine, thinly laminated to laminated ( <i>continued</i> )  @ 33.4' - 33.5'; 1 inch clay seam.		ELEV.	599.3	DEPTHS		SPT/ RQD	N <sub>60</sub>	REC (%)	SAMPLE ID	HP (tsf)	GRADATION (%)	GR	CS	FS	SI	CL	LL	PL	PI	WC	ODOT CLASS (GI)	ABAN- DONED
				31																		
				32																		
				33																		
				34																		
			594.7		EOB																	

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NOTES: SEEPAGE: NONE / WATER PRIOR TO CORING: NONE / WATER LEVEL AT COMPLETION 10.3'  
ABANDONMENT METHODS, MATERIALS, QUANTITIES: POURED BENTONITE GROUT