**ATHENS COUNTY**
**ENGINEER'S OFFICE**

**2025**

# ATH-TR196-0.71
# BRIDGE REPLACEMENT

**PID NO. 117490**
**Marietta Run Rd, Athens County, Ohio**

BID NOTICE
SPECIFICATIONS
PROPOSAL
CONTRACT

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

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

ATHENS COUNTY COMMISSIONERS:
Lenny Eliason
Chris Chmiel
Charles Adkins

ATHENS COUNTY AUDITOR:
Jill A. Thompson

BID OPENING: **10:00 am, Tuesday, April 1, 2025**

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-TR196-0.71 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 1st day of April, 2025 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-TR196-0.71 with a single span prestressed non-composite box beam bridge with asphalt deck and reconstruction of the approach roadway. The Engineer's Estimate of Construction Cost for this project is $380,000.00. 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 under the "Bids/RFPs" heading.

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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 19, 2025.

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: 3/08/2025, 3/15/2025

## INFORMATION TO BIDDERS

ODOT's 2023 Construction and Material Specifications (CMS) Manual and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the C&MS.**

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

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

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

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

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Bidders shall submit all pages in **Section II** in a sealed envelope with name, address, and bid time marked outside along with the following: **"ATH-TR196-0.71 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 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS) MANUAL AND ITS SUPPLEMENTS

ODOT's 2023 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, 2023 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.

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

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

Pursuant to Ohio Revised Code 122.922, amended 9/30/2021, guiding EDGE program requirements, 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 Development. If not EDGE certified, the contractor must use its best effort 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 to secure the services of EDGE certified 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 Division of Opportunity, Diversity and Inclusion (ODI). The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved as well as indicate a good faith effort was made to meet the goal. The request must be sent to the Division of Opportunity, Diversity and Inclusion, Mail Stop #3270, 1980 West Broad Street, 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 is 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:

- Dollar value and % of EDGE goal. Dollar value and % of waiver request.

- Signed copy of each subcontract or purchase order agreement between the contractor and EDGE subcontractor/supplier utilized in meeting the contract goal.

- Copy of dated written communication, fax confirmation, personal contact, follow-up and negotiation with the EDGE subcontractor/supplier.

- Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE subcontractor/supplier with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- 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.

- Copy of dated written communication and/or dated fax confirmation of EDGE subcontractor/supplier that were not interested in providing a quote for the project.

- All solicitations made by the contractor for subcontracting opportunities and EDGE quotes through SBN.

- Documentation of all negotiating efforts and reason for rejecting quotes from EDGE subcontractor/supplier.

- Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal by looking beyond the items typically subcontracted or consideration of subcontracting items normally performed by the prime contractor as a way to meet the EDGE goal.

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The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The contractor may request administrative reconsideration within fourteen (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: Administrator, Division of Opportunity, Diversity, & Inclusion
Mail Stop #3270
1980 West Broad Street
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 efforts.

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 PAYMENTS MADE TO EDGE SUBCONTRACTORS/SUPPLIERS

The Ohio Revised Code 122.922 requires ODOT to monitor and verify the work subcontracted to EDGE subcontractors/suppliers is actually performed by the EDGE subcontractor/supplier. The affidavit seeks to verify payments made to EDGE subcontractors/suppliers on the project. Each EDGE subcontractor/supplier 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 subcontractor/supplier, if applicable. By signing the affidavit, the noted subcontractors/suppliers agree the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavits shall be mailed to the Ohio Department of Transportation, Division of Opportunity, Diversity & Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio 43223.

SANCTIONS FOR FAILURE TO MEET EDGE GOAL AND DEMONSTRATE GOOD FAITH EFFORT

ODOT will issue sanctions if the contractor chooses not to request a waiver, fails to comply with the contract requirements, and/or fails to demonstrate the necessary good faith effort.

ODOT may impose any of the following sanctions:

- Letter of Reprimand
- liquidated damages computed up to the amount of goal dollars not met
- cross-withhold from future projects
- contract termination
- other remedies available by law including suspension, revocation, and/or debarment

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

- the magnitude and the type of offense
- the degree of the contractor's culpability
- any steps taken to rectify the situation
- the contractor's record of performance on other projects including, but not limited to:
  - annual EDGE participation over EDGE goals;
  - annual EDGE participation on projects without goals;
  - number of complaints ODOT has received from EDGE subcontractors/suppliers regarding the contractor; and
  - number of times the contractor has been previously sanctioned by ODOT
- whether the contractor falsified, misrepresented, or withheld information

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# ATH-TR196-0.71
# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

# SECTION II

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# BID DOCUMENTS

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

**ALSO REQUIRED AT THE TIME OF BID ARE:**

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

# BID PROPOSAL

Proposal of _____

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

_____

_____

(Individual, Partnership or Corporation)

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of the **ATH-TR196-0.71 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 19, 2025.** 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, 2023 version.

Bidder acknowledges receipt of the following Addendums:

| No. | Date | No. | Date |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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## UNIT PRICES

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

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

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

**CONTRACTOR:**_____

**UNIT PRICE BID FORM**
**ATH-TR196-0.71 BRIDGE REPLACEMENT**

| REF # | ODOT ITEM | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|---|
| 1 | 201E11000 | CLEARING AND GRUBBING | 1 | LS | $ | $ |
| 2 | 203E10000 | EXCAVATION | 71 | CY | $ | $ |
| 3 | 203E20000 | EMBANKMENT | 11 | CY | $ | $ |
| 4 | 204E10000 | SUBGRADE COMPACTION | 281 | SY | $ | $ |
| 5 | 606E13000 | GUARDRAIL, TYPE 5 | 87.5 | FT | $ | $ |
| 6 | 606E35140 | BRIDGE TERMINAL ASSEMBLY, TYPE 4 | 4 | EACH | $ | $ |
| 7 | 601E32201 | ROCK CHANNEL PROTECTION, TYPE C WITH FILTER, AS PER PLAN | 33 | CY | $ | $ |
| 8 | 659E10000 | SEEDING AND MULCHING | 161 | SY | $ | $ |
| 9 | 659E20000 | COMMERCIAL FERTILIZER | 0.02 | TON | $ | $ |
| 10 | 659E31000 | LIME | 0.04 | ACRE | $ | $ |
| 11 | 659E35000 | WATER | 1 | MGAL | $ | $ |
| 12 | 832E30000 | EROSION CONTROL | 2000 | EACH | $ | $ |
| 13 | 304E20000 | AGGREGATE BASE | 63 | CY | $ | $ |
| 14 | 407E10000 | TACK COAT | 34 | GAL | $ | $ |
| 15 | 441E70000 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 | 12 | CY | $ | $ |
| 16 | 441E70300 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) | 17 | CY | $ | $ |
| 17 | 617E10100 | COMPACTED AGGREGATE | 4 | CY | $ | $ |
| 18 | 202E11003 | STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN | 1 | LS | $ | $ |
| 19 | 503E21300 | UNCLASSIFIED EXCAVATION | 1 | LS | $ | $ |
| 20 | 505E11100 | PILE DRIVING EQUIPMENT MOBILIZATION | 1 | LS | $ | $ |
| 21 | 507E00100 | STEEL PILES HP10X42, FURNISHED | 460 | FT | $ | $ |
| 22 | 507E00150 | STEEL PILES HP10X42, DRIVEN | 375 | FT | $ | $ |
| 23 | 509E10000 | EPOXY COATED STEEL REINFORCEMENT | 4411 | LB | $ | $ |
| 24 | 511E43510 | CLASS QC1 CONCRETE, ABUTMENT INCLUDING FOOTING | 46 | CY | $ | $ |
| 25 | 512E10100 | SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) | 34 | SY | $ | $ |
| 26 | 512E33010 | TYPE 3 WATERPROOFING | 80 | SY | $ | $ |
| 27 | 515E10050 | PRESTRESSED CONCRETE NON-COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, B21-48 (43'-0") | 4 | EACH | $ | $ |

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| REF # | ODOT ITEM | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|---|
| 28 | 516E13600 | 1" PREFORMED EXPANSION JOINT FILLER | 84 | SF | $ | $ |
| 29 | 516E41100 | 1/8" PREFORMED BEARING PAD, TYPE CDP | 8 | EACH | $ | $ |
| 30 | 516E43100 | ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE) (1.95"x8"x10") | 16 | EACH | $ | $ |
| 31 | 517E72300 | RAILING (DEEP BEAM RAIL WITH STEEL TUBULAR BACKUP AND TYPE 2 STEEL POSTS AND ANCHOR BOLTS) | 87.5 | FT | $ | $ |
| 32 | 518E21200 | POROUS BACKFILL WITH GEOTEXTILE FABRIC | 13 | CY | $ | $ |
| 33 | 518E22300 | STEEL DRIP STRIP | 102 | FT | $ | $ |
| 34 | 518E40000 | 6" PERFORATED CORRUGATED PLASTIC PIPE | 56 | FT | $ | $ |
| 35 | 518E40010 | 6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS | 20 | FT | $ | $ |
| 36 | 613E41200 | LOW STRENGTH MORTAR BACKFILL | 13 | CY | $ | $ |
| 37 | 846E00110 | POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM | 14.2 | CF | $ | $ |
| 38 | 614E11000 | MAINTAINING TRAFFIC | 1 | LS | $ | $ |
| 39 | 623E10000 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | 1 | LS | $ | $ |
| 40 | 624E10000 | MOBILIZATION | 1 | LS | $ | $ |
| 41 | 103E05000 | PREMIUM FOR PERFOMANCE BOND AND FOR PAYMENT BOND | 1 | LS | $ | $ |

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**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: _____

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# BID GUARANTY AND CONTRACT BOND

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

_____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS ($ _____ ).
If this item is left blank,.the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

**NOW, THEREFORE**, if the obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation

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

_____
Here insert full name or legal title of Surety

_____
Here insert full name or legal title of Owner

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shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of.material, which said contract is made a part of this bond the same as though set forth herein; and

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

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

**SIGNED AND SEALED** This ____day of _____, 20___.

_____

Principal

By: _____

Title: _____

_____

Surety

By: _____

Attorney-in-Fact

_____

Surety Company Address

_____

Surety Agent's Name and Address

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Athens County Engineer's Office

Instructions for Completion of the Bid Guaranty & Contract Bond

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

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

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

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

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**BID AFFIDAVIT**

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

STATE OF _____)
)ss
COUNTY OF _____)

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

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

the State of _____ and having its principal Office at

_____
Number and Street

_____ County, _____ State _____
City Name of County State

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

_____
Name of Corporation

Affiant further says that _____ of the
Name of Officer Title

corporation is duly authorized to sign the contract for _____ for

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

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_____
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.

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_____
Affiant

Sworn to and subscribed before me this _____ day of

_____, 20 _____.

Notary Public in and for

_____ County, Ohio

My commission expires _____

**NO FINDINGS FOR RECOVERY AFFIDAVIT**

*(O.R.C. Section 9.24)*

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

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

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

to the Board of Athens County Commissioners on_____that
(DATE)

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

the State Auditor per Ohio Revised Code 9.24.

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

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

_____
(SIGNATURE)

_____
(COMPANY)

_____
(DATE)

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

_____
(NOTARY)

My Commission Expires:

_____
(DATE)

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

STATE OF _____ )
)ss.
COUNTY OF _____ )

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

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

_____
Notary Public

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

_____ For the contractor or supplier

**NOTICE TO CONTRACTORS:**

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

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

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

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

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

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

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## SUBCONTRACTORS LIST

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

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# ATH-TR196-0.71
# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

## SECTION III

# CONTRACT DOCUMENTS

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**CONTRACT**

**THIS AGREEMENT,** made and entered into this _____ day of _____, 2025, 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-TR196-0.71 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.

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Attest:

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

## CERTIFICATE OF PROSECUTING ATTORNEY

The above contract has been approved by me as to form this _____ day of _____, 2025.

_____
Prosecuting Attorney, Athens County, Ohio

---

## CERTIFICATE OF COUNTY AUDITOR

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

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

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_____
Athens County Auditor

Purchase Order No. _____

Account No. _____

## CERTIFICATE OF BOARD OF COMMISSIONERS

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

Board of County Commissioners

_____

_____

_____

Date: _____

_____

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## CERTIFICATE OF COUNTY ENGINEER

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

_____

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

# 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

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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, and Brianne Brown, Deputy Chief Legal Counsel, 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:

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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.

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## 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: _____

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## 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: _____

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## ACCEPTANCE OF NOTICE

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

By: _____

Name: _____

Title: _____

**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 |
|---|---|

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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:

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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)

# WAIVER OF LIENS AFFIDAVIT

State of _____

County of _____

TO WHOM IT MAY CONCERN:

The undersigned on behalf of _____

of the City of _____ State of _____, the Contractor

having a contract dated _____ with the _____

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

_____

located at _____

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

CONTRACTOR: _____

By: _____(s)

Name: _____

Title: _____

Date: _____

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Sworn to before me and subscribed in my presence at _____

this _____ day of _____,20___.

_____(s)
Notary Public

My commission expires _____, 20____.

# OHIO LABOR STANDARDS AFFIDAVIT

State of _____

County of _____

The undersigned on behalf of _____

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

contract dated _____ with the _____

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

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

_____

located at _____

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

requirements of Chapter 4115 of the Ohio Revised Code.

CONTRACTOR: _____

By: _____(s)

Name: _____

Title: _____

Date: _____

Sworn to before me and subscribed in my presence at _____

this _____ day of _____, 20____.

_____(s)

Notary Public

My commission expires _____, 20 ___.

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# ATH-TR196-0.71
# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

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## SECTION IV

# Athens County General Conditions

# SECTION IV – ATHENS COUNTY
# GENERAL CONDITIONS

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## 1. DEFINITIONS

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

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

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

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

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

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

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## 2. INTENT

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

## 3. CONTRACT DOCUMENTS

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

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

## 4. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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## 5. FEDERAL-AID PROVISIONS

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

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

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

## 6. OBLIGATIONS OF THE CONTRACTOR

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

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

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

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## 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.

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## 11. EXAMINATION OF SITE

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

## 12. ESTIMATED QUANTITIES

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

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

## 13. PROGRESS SCHEDULE

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

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

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## 14. CHANGE ORDERS

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

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

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

## 15. EXTRA WORK NOT COMTEMPLATED BY CONTRACT

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

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

## 16. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

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

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

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

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

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

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

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## 17. COMPETENT MEN TO BE EMPLOYED

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

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

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

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

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

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

## 20. MINIMUM WAGE RATES

The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this contract shall be in accordance with the 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.

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## 22. MATERIALS AND WORKMANSHIP

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

## 23. DEFECTIVE WORK AND MATERIALS

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

## 24. OWNERS RIGHT TO SUSPEND OR TERMINATE CONTRACT

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

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

## 25. FAILURE TO COMPLETE WORK ON TIME

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

## 26. EXTENSION OF TIME

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

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

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

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## 27. WORK ON SUNDAYS AND HOLIDAYS

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

## 28. WORK TO BE SUBLET

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

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

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

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

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## 29. TRAFFIC TO BE MAINTAINED

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

## 30. ENVIRONMENTAL PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

Perform open burning according to 105.16.

## 31. BARRICADES, LIGHTING AND WATCHMEN

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

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

## 32. ALTERNATE PLANS

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

## 33. REMOVED MATERIALS

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

## 34. PATENTS

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

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

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## 35. PREVENTION OF, AND INDEMNIFICATION FOR, ACCIDENTS

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

## 36. INSURANCE AND WORKERS' COMPENSATION

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

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

The types and minimum limits of insurance are as follows:

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

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

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

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

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

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

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

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

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## 37. CLEANING UP

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

## 38. LUMP SUM PRICES

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

## 39. PARTIAL PAYMENTS

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

## 40. FINAL ESTIMATE

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

## 41. UNDERGROUND UTILITIES

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

## 42. ADDITIONAL SPECIFICATIONS INCORPORATED HEREIN BY REFERENCE

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

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

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## 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.

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# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

## SECTION V

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# Supplemental General Conditions

# SUPPLEMENTAL GENERAL CONDITIONS

1. ODOT – CMS -- January 1, 2023 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, 2023 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 (1/01/2023) 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.

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**(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 Superintendant, 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.

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**(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)

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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 State 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 identity 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.

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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-TR196-0.71
# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

## SECTION VI

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## State of Ohio Wage Rates

# Prevailing Wage Determination Cover Letter

**County:** ATHENS
**Determination Date:** 02/18/2025
**Expiration Date:** 05/18/2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Carpenter & Piledriver SC District HevHwy

**Change # :** LCN01-2024ibCarpSCHevHwy

**Craft :** Carpenter **Effective Date :** 05/08/2024 **Last Posted :** 05/08/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Journeyman | $33.00 | | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $55.59 | $72.09 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 1st 6 months | 60.00 | $19.80 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $42.39 | $52.29 |
| 2nd 6 months | 65.00 | $21.45 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $44.04 | $54.77 |
| 3rd 6 months | 70.00 | $23.10 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $45.69 | $57.24 |
| 4th 6 months | 75.00 | $24.75 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $47.34 | $59.72 |
| 5th 6 months | 80.00 | $26.40 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $48.99 | $62.19 |
| 6th 6 months | 85.00 | $28.05 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $50.64 | $64.67 |
| 7th 6 months | 90.00 | $29.70 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $52.29 | $67.14 |
| 8th 6 months | 95.00 | $31.35 | $8.20 | $10.78 | $0.60 | $0.00 | $2.85 | $0.16 | $0.00 | $0.00 | $53.94 | $69.61 |

**Special Calculation Note :** Other is UBC National Fund

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**Ratio :**

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprectices employed.
Thereafter, every third additonal carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

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

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

**Special Jurisdictional Note :** **Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad

Construction, Sewer Waterworks & Utility Construction but not limited to: ( storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

**Details :**

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# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Carpenter, Pile Driver & Floorlayer Local 356 SC District B

**Change # :** LCN01-2024ibLoc356

**Craft :** Carpenter **Effective Date :** 05/08/2024 **Last Posted :** 05/08/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Carpenter | $31.61 | | $8.20 | $12.98 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $57.85 | $73.65 |
| Pile Driver | $33.15 | | $8.20 | $12.98 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $59.39 | $75.96 |
| **Apprentice paid at % of each class above plus fringes listed** | **Percent** | | | | | | | | | | | |
| 1st 6 Months | 60.00 | $18.97 | $8.20 | $2.00 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $34.23 | $43.71 |
| 2nd 6 Months | 65.00 | $20.55 | $8.20 | $2.00 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $35.81 | $46.08 |
| 3rd 6 Months | 70.00 | $22.13 | $8.20 | $2.00 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $37.39 | $48.45 |
| 4th 6 Months | 75.02 | $23.71 | $8.20 | $2.00 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $38.97 | $50.83 |
| 5th 6 Months | 80.00 | $25.29 | $8.20 | $10.38 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $48.93 | $61.57 |
| 6th 6 Months | 85.00 | $26.87 | $8.20 | $11.03 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $51.16 | $64.59 |
| 7th 6 Months | 90.00 | $28.45 | $8.20 | $11.68 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $53.39 | $67.61 |
| 8th 6 Months | 95.00 | $30.03 | $8.20 | $12.33 | $0.60 | $0.00 | $4.20 | $0.26 | $0.00 | $0.00 | $55.62 | $70.63 |

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**Special Calculation Note :** Other is UBC National Fund

**Ratio :**

3 Journeymen to 1 Apprentice

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

ATHENS, HOCKING, VINTON, WASHINGTON

**Special Jurisdictional Note :**

**Details :**

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters.

The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings.

Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

PILEDRIVER:

Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.

The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work.

The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete.

The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.

The loading and unloading of all piling and other material used in connection with Piledrivers work.

The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used.

All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen.

All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

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

# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2024ibLoc132

**Craft :** Cement **Effective Date :** 06/05/2024 **Last Posted :** 06/05/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Cement Mason | $31.90 | | $8.25 | $4.68 | $0.65 | $0.00 | $5.00 | $0.06 | $0.00 | $0.00 | $50.54 | $66.49 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 1st Year | 70.00 | $22.33 | $8.25 | $4.68 | $0.65 | $0.00 | $5.00 | $0.06 | $0.00 | $0.00 | $40.97 | $52.14 |
| 2nd Year | 80.00 | $25.52 | $8.25 | $4.68 | $0.65 | $0.00 | $5.00 | $0.06 | $0.00 | $0.00 | $44.16 | $56.92 |
| 3rd Year | 90.00 | $28.71 | $8.25 | $4.68 | $0.65 | $0.00 | $5.00 | $0.06 | $0.00 | $0.00 | $47.35 | $61.71 |

**Special Calculation Note :** *Other: International Training Fund

**Ratio :**

4 Journeymen to 1 Apprentice

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

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, WASHINGTON

**Special Jurisdictional Note :**

**Details :**

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

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

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Cement Mason Statewide HevHwy

**Change # :** LCN01-2024ibCementHevHwy

**Craft :** Cement Mason **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Cement Mason | $34.74 | | $8.80 | $7.65 | $0.75 | $0.00 | $2.25 | $0.07 | $0.00 | $0.00 | $54.26 | $71.63 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 1st Year | 70.00 | $24.32 | $8.80 | $7.65 | $0.75 | $0.00 | $2.25 | $0.07 | $0.00 | $0.00 | $43.84 | $56.00 |
| 2nd Year | 80.00 | $27.79 | $8.80 | $7.65 | $0.75 | $0.00 | $2.25 | $0.07 | $0.00 | $0.00 | $47.31 | $61.21 |
| 3rd Year | 90.00 | $31.27 | $8.80 | $7.65 | $0.75 | $0.00 | $2.25 | $0.07 | $0.00 | $0.00 | $50.79 | $66.42 |
| 4th Year | 95.00 | $33.00 | $8.80 | $7.65 | $0.75 | $0.00 | $2.25 | $0.07 | $0.00 | $0.00 | $53.52 | $70.02 |

**Special Calculation Note :** Other $0.07 is for International Training Fund
4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

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

For Review Only
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Athens County Engineer's Office

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

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Athens County Engineer's Office

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Labor HevHwy 3

**Change # :** LCN01-2024ibLocalHevHwy3

**Craft :** Laborer Group 1 **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Laborer Group 1 | $35.52 | | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $50.12 | $67.88 |
| Group 2 | $35.69 | | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $50.29 | $68.13 |
| Group 3 | $36.02 | | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $50.62 | $68.63 |
| Group 4 | $36.47 | | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $51.07 | $69.30 |
| Watch Person | $28.25 | | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $42.85 | $56.98 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 0-1000 hrs | 60.00 | $21.31 | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $35.91 | $46.57 |
| 1001-2000 hrs | 70.00 | $24.86 | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $39.46 | $51.90 |
| 2001-3000 hrs | 80.00 | $28.42 | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $43.02 | $57.22 |
| 3001-4000 hrs | 90.00 | $31.97 | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $46.57 | $62.55 |
| More than 4000 hrs | 100.00 | $35.52 | $8.40 | $4.15 | $0.45 | $0.00 | $1.50 | $0.00 | $0.10 | $0.00 | $50.12 | $67.88 |

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

For Review Only
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Athens County Engineer's Office

**Ratio :**

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

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

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

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

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

**Details :**

Group 1

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

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

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Athens County Engineer's Office

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), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner,Welder, Gunite Nozzle Person

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

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Athens County Engineer's Office

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Labor Local 83

**Change # :** LCN01-2024ibLoc83

**Craft :** Laborer **Effective Date :** 06/01/2024 **Last Posted :** 05/29/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Laborer Group 1 | $40.97 | | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $55.21 | $75.70 |
| Group 2 | $41.22 | | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $55.46 | $76.07 |
| Group 3 | $41.37 | | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $55.61 | $76.30 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 0-1000 hrs | 60.00 | $24.58 | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $38.82 | $51.11 |
| 1001-2000 hrs | 70.00 | $28.68 | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $42.92 | $57.26 |
| 2001-3000 hrs | 80.00 | $32.78 | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $47.02 | $63.40 |
| 3001-4000 hrs | 90.00 | $36.87 | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $51.11 | $69.55 |
| More than 4000 hrs | 100.00 | $40.97 | $8.40 | $4.15 | $0.40 | $0.00 | $1.00 | $0.00 | $0.15 | $0.14 | $55.21 | $75.70 |

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Athens County Engineer's Office

**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

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

# Prevailing Wage Rate
# Skilled Crafts

**Name of Union:** Operating Engineers - HevHwy Zone II

**Change # :** LCN01-2024ibLoc18hevhwyII

**Craft :** Operating Engineer **Effective Date :** 06/05/2024 **Last Posted :** 06/05/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Operator Class A | $44.14 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $60.74 | $82.81 |
| Operator Class B | $44.02 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $60.62 | $82.63 |
| Operator Class C | $42.98 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $59.58 | $81.07 |
| Operator Class D | $41.80 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $58.40 | $79.30 |
| Operator Class E | $36.34 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $52.94 | $71.11 |
| Master Mechanic | $45.14 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $61.74 | $84.31 |
| Crane and Mobile Concrete Pump 150' - 179' | $44.64 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $61.24 | $83.56 |
| Crane and Mobile Concrete Pump 180' - 249' | $45.14 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $61.74 | $84.31 |
| Crane and Mobile Concrete Pump 250' and Over | $45.39 | | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $61.99 | $84.69 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| 1st Year | 50.00 | $22.07 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $38.67 | $49.71 |
| 2nd Year | 60.00 | $26.48 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $43.08 | $56.33 |
| 3rd Year | 70.00 | $30.90 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $47.50 | $62.95 |
| 4th Year | 80.00 | $35.31 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $51.91 | $69.57 |
| Field Mech Trainee Class 2 | | | | | | | | | | | | |
| 1st year | 50.00 | $22.07 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $38.67 | $49.71 |
| 2nd year | 60.00 | $26.48 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $43.08 | $56.33 |
| 3rd year | 70.00 | $30.90 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $47.50 | $62.95 |
| 4th year | 80.00 | $35.31 | $9.26 | $6.25 | $0.90 | $0.00 | $0.00 | $0.09 | $0.00 | $0.10 | $51.91 | $69.57 |

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Athens County Engineer's Office

**Special Calculation Note :** Other: Education & Safety Fund
Misc: National Training

**Ratio :**

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

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

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, 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 wilt receive a 10% increase on top of the percentages listed above provided they are operating
mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

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

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

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/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.

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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

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet

Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet

Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2024ibBldgHevHwy

**Craft :** Truck Driver **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers) | $31.84 | | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.84 | $65.76 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| First 6 months | 80.00 | $25.47 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.47 | $56.21 |
| 7-12 months | 85.00 | $27.06 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.06 | $58.60 |
| 13-18 months | 90.00 | $28.66 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46.66 | $60.98 |
| 19-24 months | 95.00 | $30.25 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.25 | $63.37 |
| 25-30 months | 100.00 | $31.84 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.84 | $65.76 |

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

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# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2024ibBldgHevHwy

**Craft :** Truck Driver **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed) | $32.26 | | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50.26 | $66.39 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| First 6 months | 80.00 | $25.81 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.81 | $56.71 |
| 7-12 months | 85.00 | $27.42 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.42 | $59.13 |
| 13-18 months | 90.00 | $29.03 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47.03 | $61.55 |
| 19-24 months | 95.00 | $30.65 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.65 | $63.97 |
| 25-30 months | 100.00 | $32.26 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50.26 | $66.39 |

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

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# Prevailing Wage Rate
# Skilled Crafts

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

**Change # :** LCN01-2024ibBldgHevHwy3

**Craft :** Truck Driver **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

| | BHR | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | | | | | | | | | | | | |
| Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks) | $33.26 | | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51.26 | $67.89 |
| **Apprentice** | **Percent** | | | | | | | | | | | |
| First 6 months | 80.00 | $26.61 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44.61 | $57.91 |
| 7-12 months | 85.00 | $28.27 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46.27 | $60.41 |
| 13-18 months | 90.00 | $29.93 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47.93 | $62.90 |
| 19-24 months | 94.96 | $31.58 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.58 | $65.38 |
| 25-30 months | 100.00 | $33.26 | $8.00 | $9.60 | $0.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51.26 | $67.89 |

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

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# ATH-TR196-0.71
# BRIDGE REPLACEMENT

**ATHENS COUNTY, OHIO**

## SECTION VII

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## Boring Logs

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT: ATH-TR196-0.71 | DRILLING FIRM / OPERATOR: DLZ AD / K. CONRAD | DRILL RIG: '23 CME 55-COL-385 | STATION / OFFSET: 1+53, 16' RT. | EXPLORATION ID B-001-0-24 |
| TYPE: BRIDGE | SAMPLING FIRM / LOGGER: DLZ AD / D. BIEDERMANN | HAMMER: CME AUTOMATIC | ALIGNMENT: MARIETTA RUN ROAD | |
| PID: SFN: | DRILLING METHOD: 3.25" HSA / NQ2 | CALIBRATION DATE: 6/13/23 | ELEVATION: 617.0 (NAVD88) EOB: 80.0 ft. | PAGE 1 OF 3 |
| START: 10/22/24 END: 10/23/24 | SAMPLING METHOD: SPT / NQ2 | ENERGY RATIO (%): 74.7 | COORD: Not Recorded | |

| MATERIAL DESCRIPTION AND NOTES | ELEV. 617.0 | DEPTHS | SPT/ RQD | $N_{60}$ | REC (%) | SAMPLE ID | HP (tsf) | GRADATION (%) GR | CS | FS | SI | CL | ATTERBERG LL | PL | PI | WC | ODOT CLASS (GI) | HOLE SEALED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Topsoil - 3" | 616.8 | 1 | 1 1 1 | 2 | 67 | SS-1 | - | - | - | - | - | - | - | - | - | 18 | A-2-6 (V) | |
| FILL: Very loose brown GRAVEL WITH SAND, SILT, AND CLAY (A-2-6); contains roots; damp. | 615.5 | | | | | | | | | | | | | | | | | |
| FILL: Soft to medium stiff brown SILT AND CLAY (A-6a); moist. | | 2 | 3 2 1 | 4 | 83 | SS-2 | 0.50 | - | - | - | - | - | - | - | - | 26 | A-6a (V) | |
| @ 3.0 ' - 7.0', very soft. | | 3 | | | | | | | | | | | | | | | | |
| @ 3.0' - 4.5', contains charred organic material. | | 4 | 2 1 2 | 4 | 78 | SS-3 | 0.25 | 0 | 2 | 8 | 59 | 31 | 35 | 22 | 13 | 31 | A-6a (9) | |
| | | 5 | 1 1 1 | 2 | 100 | SS-4 | 0.00 | - | - | - | - | - | - | - | - | 28 | A-6a (V) | |
| | 610.1 | 6 | | | | | | | | | | | | | | | | |
| Very soft brownish gray SANDY SILT (A-4a); moist. | | 7 | WOH WOH WOH | 0 | 100 | SS-5 | 0.00 | - | - | - | - | - | - | - | - | 29 | A-4a (V) | |
| | 608.0 | 8 | WOH WOH WOH | 0 | 83 | SS-6 | 0.00 | 0 | 1 | 34 | 46 | 19 | 27 | 21 | 6 | 38 | A-4a (6) | |
| Very loose to loose gray COARSE AND FINE SAND (A-3a), little clay; wet. | | 9 | WOH WOH 1 | 1 | 89 | SS-7 | 0.00 | 0 | 5 | 63 | 20 | 12 | - | - | - | 32 | A-3a (V) | |
| | ▽ 607.3 | 10 | | | | | | | | | | | | | | | | |
| | W 606.5 | 11 | WOH WOH 2 | 2 | 83 | SS-8 | - | 13 | 23 | 37 | 19 | 8 | 23 | 22 | 1 | 33 | A-3a (0) | |
| | | 12 | | | | | | | | | | | | | | | | |
| | | 13 | 2 1 2 | 4 | 78 | SS-9 | - | 8 | 45 | 32 | 10 | 5 | - | - | - | 22 | A-3a (V) | |
| @ 13.5' - 21.0', medium dense. | | 14 | 2 6 6 | 15 | - | SS-10 | - | - | - | - | - | - | - | - | - | 15 | A-3a (V) | |
| | | 15 | | | | | | | | | | | | | | | | |
| | | 16 | | | | | | | | | | | | | | | | |
| | | 17 | 3 6 8 | 17 | 100 | SS-11 | - | - | - | - | - | - | - | - | - | 12 | A-3a (V) | |
| | | 18 | | | | | | | | | | | | | | | | |
| | | 19 | 4 5 9 | 17 | - | SS-12 | - | - | - | - | - | - | - | - | - | 14 | A-3a (V) | |
| | 596.0 | 20 | | | | | | | | | | | | | | | | |
| Loose to medium dense gray SANDY SILT (A-4a); wet. | | 21 | | | | | | | | | | | | | | | | |
| | | 22 | 5 5 5 | 12 | 56 | SS-13 | - | - | - | - | - | - | - | - | - | 16 | A-4a (V) | |
| | | 23 | | | | | | | | | | | | | | | | |
| | | 24 | 2 2 6 | 10 | 89 | SS-14 | - | 1 | 5 | 47 | 31 | 16 | 21 | 17 | 4 | 25 | A-4a (2) | |
| | 591.0 | 25 | | | | | | | | | | | | | | | | |
| Stiff dark gray SILT AND CLAY (A-6a); damp to moist. | | 26 | | | | | | | | | | | | | | | | |
| | | 27 | 4 3 4 | 9 | 94 | SS-15 | - | - | - | - | - | - | - | - | - | 27 | A-6a (V) | |
| | 588.5 | 28 | | | | | | | | | | | | | | | | |
| Loose to medium dense brownish gray and gray SANDY SILT (A-4a); wet. | | 29 | 1 2 6 | 10 | 78 | SS-16 | - | 1 | 25 | 28 | 32 | 14 | - | - | - | 24 | A-2-6 (V) | |

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| PID: | SFN: | PROJECT: ATH-TR196-0.71 | STATION / OFFSET: 1+53, 16' RT. | START: 10/22/24 | END: 10/23/24 | PG 2 OF 3 | B-001-0-24 |
|---|---|---|---|---|---|---|---|

| MATERIAL DESCRIPTION AND NOTES | ELEV. | DEPTHS | SPT/ RQD | $N_{60}$ | REC (%) | SAMPLE ID | HP (tsf) | GRADATION (%) GR | CS | FS | SI | CL | ATTERBERG LL | PL | PI | WC | ODOT CLASS (GI) | HOLE SEALED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Loose to medium dense brownish gray and gray SANDY SILT (A-4a); wet. *(continued)* | 587.0 | | | | | | | | | | | | | | | | | |
| | | 31 | | | | | | | | | | | | | | | | |
| | | 32 | | | | | | | | | | | | | | | | |
| | | 33 | | | | | | | | | | | | | | | | |
| | | 34 | 11 11 13 | 30 | 67 | SS-17 | - | - | - | - | - | - | - | - | - | 13 | A-4a (V) | |
| | | 35 | | | | | | | | | | | | | | | | |
| | | 36 | | | | | | | | | | | | | | | | |
| | | 37 | | | | | | | | | | | | | | | | |
| | 578.5 | 38 | | | | | | | | | | | | | | | | |
| CLAYSTONE, purplish red, decomposed, very weak. | | TR 39 | 15 25 34 | 73 | 83 | SS-18 | - | - | - | - | - | - | - | - | - | 14 | Rock (V) | |
| | | 40 | | | | | | | | | | | | | | | | |
| | | 41 | | | | | | | | | | | | | | | | |
| | | 42 | | | | | | | | | | | | | | | | |
| | | 43 | | | | | | | | | | | | | | | | |
| | | 44 | 22 30 44 | 92 | 78 | SS-19 | - | - | - | - | - | - | - | - | - | 14 | Rock (V) | |
| | | 45 | | | | | | | | | | | | | | | | |
| | | 46 | | | | | | | | | | | | | | | | |
| | | 47 | | | | | | | | | | | | | | | | |
| | | 48 | | | | | | | | | | | | | | | | |
| | | 49 | 21 33 50/5" | - | 83 | SS-20 | - | - | - | - | - | - | - | - | - | 11 | Rock (V) | |
| | | 50 | | | | | | | | | | | | | | | | |
| | | 51 | | | | | | | | | | | | | | | | |
| | | 52 | | | | | | | | | | | | | | | | |
| | | 53 | | | | | | | | | | | | | | | | |
| | | 54 | 30 50/5" | - | 100 | SS-21 | - | - | - | - | - | - | - | - | - | 9 | Rock (V) | |
| | | 55 | | | | | | | | | | | | | | | | |
| | | 56 | | | | | | | | | | | | | | | | |
| | | 57 | | | | | | | | | | | | | | | | |
| | | 58 | | | | | | | | | | | | | | | | |
| | 558.5 | 59 | | | | | | | | | | | | | | | | |
| CLAYSTONE, brownish red, highly weathered, very weak. | | | 35 50/4" | - | 100 | SS-22 | - | - | - | - | - | - | - | - | - | 9 | Rock (V) | |
| | | 60 | | | | | | | | | | | | | | | | |
| | | 61 | | | | | | | | | | | | | | | | |

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STANDARD ODOT SOIL BORING LOG (8.5 X 11) - OH DOT.GDT - 2/14/25 09:27 - X:\SHARED\DISCIPLINE\GEOTECH\GINT_COLUMBUS\PROJECTS\2421-7016.00 TR-196-0.71 ODOT.GPJ

| PID: | SFN: | PROJECT: ATH-TR196-0.71 | STATION / OFFSET: 1+53, 16' RT. | START: 10/22/24 | END: 10/23/24 | PG 3 OF 3 | B-001-0-24 |
|---|---|---|---|---|---|---|---|

| MATERIAL DESCRIPTION AND NOTES | ELEV. | DEPTHS | SPT/ RQD | $N_{60}$ | REC (%) | SAMPLE ID | HP (tsf) | GRADATION (%) GR | CS | FS | SI | CL | ATTERBERG LL | PL | PI | WC | ODOT CLASS (GI) | HOLE SEALED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CLAYSTONE, brownish red, highly weathered, very weak. *(continued)* | 554.9 | 63 | | | | | | | | | | | | | | | | |
| | | 64 | 33 50/5" | - | 100 | SS-23 | - | - | - | - | - | - | - | - | - | 10 | Rock (V) | |
| | | 65 | | | | | | | | | | | | | | | | |
| | | 66 | | | | | | | | | | | | | | | | |
| | | 67 | | | | | | | | | | | | | | | | |
| | | 68 | | | | | | | | | | | | | | | | |
| | 548.0 | 69 | 50/4" | - | 100 | SS-24 | - | - | - | - | - | - | - | - | - | 10 | Rock (V) | |
| CLAYSTONE, red, moderately weathered, very weak to weak, moderately fractured. | | 70 | 33 | | 100 | NQ2-1 | | | | | | | | | | | CORE | |
| | | 71 | 67 | | 97 | NQ2-2 | | | | | | | | | | | CORE | |
| | | 72 | | | | | | | | | | | | | | | | |
| | | 73 | 50 | | 100 | NQ2-3 | | | | | | | | | | | CORE | |
| | | 74 | | | | | | | | | | | | | | | | |
| | | 75 | | | | | | | | | | | | | | | | |
| | | 76 | | | | | | | | | | | | | | | | |
| | | 77 | 92 | | 98 | NQ2-4 | | | | | | | | | | | CORE | |
| | | 78 | | | | | | | | | | | | | | | | |
| | 537.0 | 79 | | | | | | | | | | | | | | | | |
| | | EOB 80 | | | | | | | | | | | | | | | | |

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

NOTES: NONE

ABANDONMENT METHODS, MATERIALS, QUANTITIES: NOT RECORDED

STANDARD ODOT SOIL BORING LOG (8.5 X 11) - OH DOT.GDT - 2/14/25 09:27 - X:\SHARED\DISCIPLINE\GEOTECH\GINT_COLUMBUS\PROJECTS\2421-7016.00 TR-196-0.71 ODOT.GPJ

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT: ATH-TR196-0.71 | DRILLING FIRM / OPERATOR: DLZ AD / K. CONRAD | DRILL RIG: '23 CME 55-COL-385 | STATION / OFFSET: 1+03, 13' LT. | EXPLORATION ID B-002-0-24 |
| TYPE: BRIDGE | SAMPLING FIRM / LOGGER: DLZ AD / D. BIEDERMANN | HAMMER: CME AUTOMATIC | ALIGNMENT: MARIETTA RUN ROAD | |
| PID: SFN: | DRILLING METHOD: 3.25" HSA / NQ2 | CALIBRATION DATE: 6/13/23 | ELEVATION: 618.4 (NAVD88) EOB: 50.0 ft. | PAGE 1 OF 2 |
| START: 10/23/24 END: 10/23/24 | SAMPLING METHOD: SPT / NQ2 | ENERGY RATIO (%): 74.7 | COORD: Not Recorded | |

| MATERIAL DESCRIPTION AND NOTES | ELEV. 618.4 | DEPTHS | SPT/ RQD | $N_{60}$ | REC (%) | SAMPLE ID | HP (tsf) | GRADATION (%) GR | CS | FS | SI | CL | ATTERBERG LL | PL | PI | WC | ODOT CLASS (GI) | HOLE SEALED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOPSOIL - 2" | 618.2 | | | | | | | | | | | | | | | | | |
| FILL: Stiff to very stiff mottled reddish brown and black SILT AND CLAY (A-6a); damp to moist. @ 1.5' - 3.0', brownish gray, contains charred organic material. | 615.4 | | 3 5 4 | 11 | 61 | SS-1 | 1.50 | - | - | - | - | - | - | - | - | 21 | A-6a (V) | |
| | | | 6 6 5 | 14 | 89 | SS-2 | 3.00 | - | - | - | - | - | - | - | - | 17 | A-6a (V) | |
| FILL: Loose greenish gray GRAVEL WITH SAND, SILT, AND CLAY (A-2-6); contains brick fragments, roots.; damp. | 613.9 | | 3 3 3 | 7 | 17 | SS-3 | 0.50 | 32 | 18 | 16 | 22 | 12 | 34 | 23 | 11 | 18 | A-2-6 (0) | |
| Medium stiff to stiff brownish gray SILT AND CLAY (A-6a); moist. | | | 2 3 4 | 9 | 72 | SS-4 | 1.25 | - | - | - | - | - | - | - | - | 27 | A-6a (V) | |
| | 610.9 | | 2 2 2 | 5 | 94 | SS-5 | 0.50 | - | - | - | - | - | - | - | - | 27 | A-6a (V) | |
| Very soft to soft grayish brown SANDY SILT (A-4a); moist to wet. | | 609.7 | 1 1 1 | 2 | 72 | SS-6 | 0.00 | 0 | 1 | 48 | 28 | 23 | 23 | 15 | 8 | 28 | A-4a (3) | |
| | 607.9 | W 607.9 | WOH WOH WOH | 0 | 89 | SS-7 | 0.25 | 0 | 1 | 45 | 31 | 23 | 23 | 15 | 8 | 27 | A-4a (4) | |
| Loose grayish brown COARSE AND FINE SAND (A-3a); wet. | 604.9 | | WOH 3 5 | 10 | 83 | SS-8 | - | 0 | 15 | 57 | 16 | 12 | - | - | - | 23 | A-3a (V) | |
| | | | 3 3 2 | 8 | 61 | SS-9 | - | 20 | 19 | 34 | 16 | 11 | 21 | 17 | 4 | 18 | A-3a (0) | |
| Very stiff greenish gray SANDY SILT (A-4a); damp to moist. | | | 4 5 8 | 16 | 72 | SS-10 | 2.25 | - | - | - | - | - | - | - | - | 9 | A-4a (V) | |
| | | | 15 22 20 | 52 | 94 | SS-11A | 3.00 | - | - | - | - | - | - | - | - | 16 | A-4a (V) | |
| | 599.9 | | | | | SS-11B | - | 31 | 13 | 17 | 29 | 10 | 26 | 20 | 6 | 5 | A-4a (1) | |
| Stiff bluish gray and tan SANDY SILT (A-4a); damp. | | | 5 9 12 | 26 | 89 | SS-12 | 1.75 | 0 | 4 | 15 | 38 | 43 | 32 | 22 | 10 | 17 | A-4a (8) | |
| @ 21.0' - 23.5', hard. | | | 5 8 12 | 25 | 100 | SS-13 | 4.25 | - | - | - | - | - | - | - | - | 15 | A-4a (V) | |
| | 594.9 | TR | | | | | | | | | | | | | | | | |
| CLAYSTONE, brownish red, highly weathered, very weak. | | | 15 17 25 | 52 | 78 | SS-14 | - | - | - | - | - | - | - | - | - | 7 | Rock (V) | |
| | | | 5 17 50/0" | - | 100 | SS-15 | - | - | - | - | - | - | - | - | - | 15 | Rock (V) | |
| | 589.9 | | | | | | | | | | | | | | | | | |
| CLAYSTONE, gray, moderately weathered, very weak to weak, moderately fractured. | | | 83 | | 83 | NQ2-1 | | | | | | | | | | | CORE | |

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| PID: | SFN: | PROJECT: ATH-TR196-0.71 | STATION / OFFSET: 1+03, 13' LT. | START: 10/23/24 | END: 10/23/24 | PG 2 OF 2 | B-002-0-24 |
|---|---|---|---|---|---|---|---|

| MATERIAL DESCRIPTION AND NOTES | ELEV. | DEPTHS | SPT/ RQD | $N_{60}$ | REC (%) | SAMPLE ID | HP (tsf) | GRADATION (%) GR | CS | FS | SI | CL | ATTERBERG LL | PL | PI | WC | ODOT CLASS (GI) | HOLE SEALED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CLAYSTONE, gray, moderately weathered, very weak to weak, moderately fractured. *(continued)* | 588.4 | 31 | | | | | | | | | | | | | | | | |
| @ 30.5' - 33.5', oilve gray. | | 32 | | | | | | | | | | | | | | | | |
| | | 33 | 82 | | 100 | NQ2-2 | | | | | | | | | | | CORE | |
| @ 33.5' - 35.0', mottled purple and reddish gray. | | 34 | | | | | | | | | | | | | | | | |
| | | 35 | | | | | | | | | | | | | | | | |
| @ 35.0' - 47.7', purplish red to brownish red. | | 36 | | | | | | | | | | | | | | | | |
| | | 37 | 95 | | 100 | NQ2-3 | | | | | | | | | | | CORE | |
| | | 38 | | | | | | | | | | | | | | | | |
| | | 39 | | | | | | | | | | | | | | | | |
| | | 40 | | | | | | | | | | | | | | | | |
| | | 41 | | | | | | | | | | | | | | | | |
| | | 42 | 93 | | 100 | NQ2-4 | | | | | | | | | | | CORE | |
| | | 43 | | | | | | | | | | | | | | | | |
| | | 44 | | | | | | | | | | | | | | | | |
| | | 45 | | | | | | | | | | | | | | | | |
| | | 46 | | | | | | | | | | | | | | | | |
| | | 47 | | | | | | | | | | | | | | | | |
| @ 47.7' - 50.0', mottled puplish red and reddish brown. | | 48 | 93 | | 100 | NQ2-5 | | | | | | | | | | | CORE | |
| | | 49 | | | | | | | | | | | | | | | | |
| | 568.4 | EOB 50 | | | | | | | | | | | | | | | | |

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