



*Clermont County OH*

**JANUARY 2025**

**MIAMI TOWNSHIP  
2025 ROAD IMPROVEMENT PROGRAM**

**MIAMI TOWNSHIP, OHIO**

Mark Schulte  
Chairperson

Ken Tracy  
Trustee

Mary Makley Wolff  
Trustee

Eric C. Ferry  
Fiscal Officer

**Bid Opening Date: Thursday, February 6, 2025 at 2:00 p.m.**

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# **SECTION 1**

**Notice to Contractors  
Instructions to Bidders**

# NOTICE TO CONTRACTORS

Sealed proposals will be received at the Office of the Board of Trustees of Miami Township, Clermont County at 6101 Meijer Drive, Milford, Ohio 45150 by certified mail before 2:00 p.m. on Thursday, February 6, 2024 or may be delivered in person on Thursday, February 6, 2024 before 2:00 p.m. at the Miami Township Civic Building, 6101 Meijer Drive, Milford, Ohio 45150, at which time bids will be opened for the following improvements:

Construction of: **Miami Township 2025 Road Improvement Program**. The Trustees reserve the right to add or delete footage and or tonnage of the project.

**Note: There are two (2) separate bid tabulation forms. The Base Bid, and the Alternate Bid. The "Alternate Bid" includes the quantities from the base bid, with additional quantities added to perform work on additional roadways. The bid that will be awarded will be based on the pricing of the base and alternates and our budget for the project.**

Copies of the Contract Documents may be obtained Monday through Friday 8:00 a.m. - 4:00 p.m. beginning Thursday, January 23, 2024, at the Miami Township Service Department, located at 6007 Meijer Drive, Milford, Ohio 45150, or online at [www.miamitwpoh.gov](http://www.miamitwpoh.gov).

**NOTE: If contract documents are obtained from [www.miamitwpoh.gov](http://www.miamitwpoh.gov), contact [chris.burdsall@miamitwpoh.gov](mailto:chris.burdsall@miamitwpoh.gov) in order to be notified of the issuance of any addenda for this project.**

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

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

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

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

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

BOARD OF TRUSTEES, MIAMI TOWNSHIP, CLERMONT COUNTY

ERIC C. FERRY  
Fiscal Officer

# INSTRUCTIONS TO BIDDERS

1. Sealed proposals will be received by:

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

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

2. Proposals must be presented on the Bid Proposal sheet included in Section 5.
3. Bidders only may obtain Specifications from [www.miamitwpoh.gov](http://www.miamitwpoh.gov) or:

Miami Township Service Department  
6007 Meijer Drive  
Milford, Ohio 45150

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

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

The outside of the envelope shall be clearly marked:

## **Miami Township 2025 Road Improvement Program.**

6. Bidders may withdraw bids, in person only, at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted for a period of ninety (90) days.
7. The Owner reserves the unrestricted privilege to reject any, part of any or all Bids received.
8. No proposal nor any obligation hereunder to be assumed by the Owner shall be accepted until such time as the Owner or Owner's representative, may deposit in the U.S. Mail, or hand to the Bidder, personally, written notice addressed to Bidder at the address given on the Proposal of acceptance of Proposal.
9. Bidders are advised to examine, before submitting their bids, the location of the proposed work as well as, the plans, profiles and specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in all the documents which are part of this contract. Also, no

information derived from the Owner or Engineer will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract. The Owner does not guarantee the location of any sub-surface structures, nor the character of any sub-surface materials shown on the plans regarding such structures and materials is based on the best data available but is not to be regarded as conclusive.

10. A bidder at any time may request from the Owner in writing a clarification of such conflict or discrepancy. A written response will be issued as prescribed in paragraphs 24 and 25 of these instructions. If any discrepancy is incurred after entering into a contract with the Contractor, the order of compliance stated above will be strictly adhered to.
11. Proposals must be made out on the blank form in the Specifications Book signed and accompanied by bond or certified check, sealed and addressed to the Owner, and must be deposited, UNDETACHED from the Specification Book, with necessary papers attached thereto.
12. No contract will be awarded to any bidder who is in arrears to the Owner upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said Owner.
13. Contract(s) will be awarded to the lowest responsive and responsible Bidder as determined by the Owner in accordance with the ORC Section 9.312.
14. Bidders are required to state in their proposals their names and places of residence and the names and places of residence of all persons interested with them, and if no other persons be so interested they shall distinctly state the fact.
15. In case of partnership, the firm name and the name of each individual partner must be signed and in the case of corporation, one (1) of the corporate officers duly authorized to do so shall sign his name, with title, together with the corporation name. Corporate resolutions must be presented showing that the corporation is authorized to bid upon and enter into a contract and identifying the individuals authorized to sign the bid documents and contract for the corporation.
16. The Bidder must have the project totally completed by the time specified in the bid Documents.
17. Bid security in the form provided in the Bid Guaranty and Contract Bond (Section 153.571, Ohio Revised Code) must accompany each bid form and shall be made out in the amount of one hundred (100) percent of the total base bid.
18. After a contract has been awarded to the bidder, he or she shall be required to execute the contract and furnish a performance and maintenance bond satisfactory to the Owner within ten (10) days from the date of service of notice to the effect. In case of failure to do so, he or she will be considered as having abandoned the Contract, and the deposit accompanying the proposal shall there upon be forfeited to the Owner and the work may be awarded to the next qualified bidder or re-advertised. Such bond shall be from an approved Guaranty Company, satisfactory to the Owner for the faithful performance of the contract and the maintenance obligations as hereinafter set forth for the period of one (1) year, in the sum of one hundred (100) percent of the total price bid for the completed work.

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

#### INTERPRETATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

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

#### ADDENDA

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

#### DISCRIMINATION

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

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

27. The Contractor shall keep himself or herself fully informed and shall comply with all existing and future laws, ordinances and regulations of the federal, state, county and municipal governments, in any manner affecting his or her employees, or the conduct of the work, or the materials used or employed in the work.
28. After the award of the contract, the Contractor shall prepare and submit to the Engineer, a progress schedule of a type and in a manner satisfactory to the Owner, showing graphically the progress rate on which time for completion is based. Should the progress rate of the work fall behind this schedule to such extent that the completion date may not be met, and if the Contractor after written notice to that effect, makes no substantial effort to speed up his or her work and to meet the schedule, then the Owner may notify the Contractor's surety of the circumstances or may declare the work abandoned or forfeited and proceed accordingly.

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

#### EMERGENCY TELEPHONE NUMBERS

29. The Contractor must submit Emergency twenty-four (24) hour telephone numbers to the Owner on the Company letterhead at the Pre-Construction meeting.

#### UNDERGROUND UTILITIES

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

#### OSHA PROVISIONS

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



## **SECTION 2**

**General Notes of the Construction Project  
Exceptions Page**

## **GENERAL NOTES OF THE CONSTRUCTION CONTRACT**

Item Bid: **MIAMI TOWNSHIP 2025 ROAD IMPROVEMENT PROGRAM**

Bid Opening Date: **Thursday, February 6, 2025 at 2:00 p.m.**

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

Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

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

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

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

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

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

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

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

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

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

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

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than \$500.00 or services costing more than \$500.00 with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Offeror is required to complete the affidavit contained in the Proposal / Bid. **Failure to submit the required form with the Proposal / Bid packet will deem the Offeror's response to be non-responsive and disqualified from receiving further consideration.**

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Clermont County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Fiscal Officer to the Clermont County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

#### NON-ASSIGNABILITY

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

#### MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

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

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

The bidder shall furnish a reference listing of similar installations within one hundred (100) miles of Miami Township, Clermont County, in the years 2023 and 2024. This list shall include the name and telephone number of a contact person representing the accepting agency.

Bidders are required to submit a **completed** copy of this bid document including the following specifications. Bids must contain a completed Bidder's Response Form. Any exception must

be detailed on the EXCEPTIONS page. Any bid failing to meet these requirements will not be accepted. **RETURN BID INTACT DO NOT REMOVE PAGES FROM DOCUMENT.**

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

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

Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Miami Township Trustees may result in cancellation of the contract. The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.

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

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

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

#### LIQUIDATED DAMAGES

Failure to complete the work within the time specified in these Specifications shall result in Liquidated Damages calculated in accordance with Sections 108.06, 108.07 or 108.08 of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010.

#### ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

#### PERFORMANCE BOND AND PAYMENT BOND

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

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

#### SPECIFICATIONS

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

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

Delivery and installation will be made to a location designated by the Township Trustees **or their representative.**

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

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

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

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



## **SECTION 3**

**General Requirements and Detailed Specifications  
Signature Sheet**



# GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

## MIAMI TOWNSHIP 2025 ROAD IMPROVEMENT PROGRAM

### SCOPE OF WORK

This project consists of resurfacing Miami Township roads according to the itemized construction activities listed on the "Quantities Page". The Contractor shall provide all the labor and furnish all the materials, except as herein otherwise specified, necessary for properly performing and completing the work of the Contract. The methods, materials, and appliances used therefore shall conform to the most current edition of the State of Ohio Department of Transportation Construction and Materials Specifications and any current additions, deletions, or supplemental revisions. Specifications can be found on the ODOT website listed below:

<https://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2023-Online-Spec-Book.aspx>

Any items required, including labor, equipment, and/or materials, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except where noted in the plans and specifications. **The work of this contract must be completed between, May 22, 2025 and August 8, 2025 to avoid conflicts with school buses. The beginning date does not apply to the repair and replacement of concrete curb and gutter, curb ramps, or catch basin repair portion of this project.**

### GENERAL REQUIREMENTS

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

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

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

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

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

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

### PENALTIES

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

### **PROTECTION OF AREAS OUTSIDE OF WORK LIMITS**

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

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

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

### **INTERFERENCE WITH EXISTING STRUCTURES**

In the event the Contractor will be blocking the access to any property during some period of construction, he must notify all affected residents before commencing and allow them time to move any vehicles in or out.

Access to abutting properties for deliveries, service and emergency vehicles shall be maintained at all times.

The Contractor shall notify, at least forty-eight (48) hours before paving begins, the Owner and all Public Service Corporations whose wires, pipes, conduits or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department and Police Department of the temporary blocking of any street.

### **CLEANUP AND RESTORATION**

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

### **JOB SUPERINTENDENT**

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

### **ESTIMATED QUANTITIES**

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Board, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities. **This project will be bid per Cu./Yd. for asphalt; per gallon for tack coat, per square yard for wear course removal (by roto-milling), per cubic yard for pavement repair, per lineal foot for butt joints, per lineal foot for curb removal/replacement, and per each for curb ramps.**

### **PRE-CONSTRUCTION MEETING**

Following the award of the contract and before starting any work, the contractor and his superintendent, shall meet with the Engineer and a representative of Miami Township for a pre-

construction meeting. The purpose of such meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time and place of the meeting.

#### **MATERIALS AND WORKMANSHIP**

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

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

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

#### **GUARANTEE**

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

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

#### **STORAGE OF CONSTRUCTION MATERIALS**

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

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

All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights at nighttime and weekends to alert traffic to such obstruction.

#### **DEBRIS REMOVAL/STREET SWEEPING**

The Contractor will be responsible for removal from the site of all construction debris material. All streets containing roll-curb shall be mechanically swept forty-eight (48) hours after resurfacing. All debris material shall be disposed of in a proper manner and shall be as directed by any applicable local, state or federal regulations.

#### **SITE CONDITIONS**

Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and

completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

### **BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK**

The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

### **O.S.H.A**

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

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

### **WORK ZONE TRAFFIC CONTROL PLAN**

The Contractor shall submit a traffic control plan at the pre-construction meeting, which will outline the following:

1. Number of flaggers
2. Changes in pavement markings
3. Types of signs to be used in the work zone

All work shall follow the most recent edition of the ODOT Manual of Traffic Control for Construction and Maintenance Operations.

### **EQUIPMENT**

The contractor shall furnish with his bid a list of all equipment to be used on this project on the form provided with the bid packet.

### **TESTING**

The Township may require an independent testing firm to provide materials testing and certification for the Trustees. The testing agency shall have all necessary access to the job site, materials sources and stockpiles during the work. The source of materials may not be changed during the life of the project without written permission from the Township.

### **ESTIMATED QUANTITIES**

The estimated quantities upon which this proposal is based are approximate only. They shall be used in calculating the total bid for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Trustees they may be increased or decreased as conditions dictate. The contractor shall not be entitled to any claim or loss of profits or other damages, should the actual quantities be greater or less than the Proposed Quantities. **Actual quantities will be based on calculated field measurements, and totals from delivery tickets.**

## **BRIDGES**

The contractor is responsible for knowing the weight limit on bridges and is expected to obey all restrictions caused by reduced load limits on them. Where reduced load limits exist on bridges that must be crossed in order to complete the contract, adjustments in equipment and truck size and/or material weight may be required at the direction of the Township.

## **DAMAGE**

All areas of the berm or ditch line damaged by equipment and trucks shall be restored to their original (prior to the beginning of the project) condition by the contractor, at his expense.

## **ITEM # 640 PAVEMENT MARKING** (center, edge lines)

This item shall consist of all labor, equipment, and material necessary for marking or remarking of previously marked roads.

## **ITEM # 614 MAINTAINING TRAFFIC**

The Contractor shall be responsible for strict adherence to all applicable sections of the most recent edition of the ODOT Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. The contractor shall furnish all traffic control needed to maintain traffic including lights, signs, tools, equipment, labor and incidentals necessary for the proper completion of the project and will not be permitted to begin work until appropriate traffic control devices are in place. Unless noted, all roads shall be kept open to the public at all times by providing a minimum of one (1) lane of traffic while work is in progress. During lane closures the contractor shall furnish a minimum of two (2) flagmen equipped with two-way communication to regulate traffic and suitable barricades shall be placed to keep vehicular traffic out of the work area. **It is the responsibility of the Contractor to post NO PARKING signs in the area they will be paving twenty-four (24) hours before work begins.**

## **ITEM SPECIAL, PAVEMENT PREPARATION**

This item shall consist of all labor, equipment and incidental material needed to prepare the roadway surface prior to paving. All work shall be completed at least twenty-four (24) hours before the paving operation begins. Signs shall be placed on both ends of the roads and at major intersections to warn motorists of expected work. The signs and the posts will be the responsibility of the contractor. The road surface shall be cleaned to the satisfaction of the Township Service Director to remove all soil and loose grass or other debris by sweeping, blowing, hand tools, three-point tractor blade or other methods can be used until all dust, mud, clay lumps, vegetation, foreign matter, etc. are removed. All uneven or irregular roadway surfaces shall be leveled using 448 asphalt concrete and rolled with a steel-wheeled mechanical roller approved by the Township. If necessary, some leveling may require the use of a mechanical paver as directed by the Township. Water valves, gas boxes, etc. shall be adjusted to grade and shall be considered incidental to this item. Payment for this item shall be Lump Sum except that any asphalt concrete used for preparation of the roadway surface shall be paid at the cubic yard price for Item 448 Asphalt Concrete.

## **ITEM 407, SPECIAL - TACK COAT, TRACKLESS TACK**

This item shall consist of applying Item 407 – Trackless Tack Coat at a rate of 0.06 - 0.08 Gal./Sq.Yd. as directed by the Engineer. Application shall be in accordance with the general provisions of the most recent edition of the *State of Ohio Department of Transportation Construction and Material Specifications*, Item 407, Tack Coat. Any questions regarding this should be directed to the Engineer. The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Overspray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean-up of any areas or facilities receiving overspray. Payment for this item shall be made at the unit bid price per square yard for Item SPL, Trackless Tack Coat.

#### **ITEM 448 ASPHALT CONCRETE**

This item shall consist of one (1) course in one (1) lift of 1.5 inches of compacted asphalt concrete constructed on a prepared base or existing pavement in conformance with the designed thickness of the surface course computed on the basis of weight per cubic yard of the asphalt concrete being exactly that shown on the Conversion Table under Method of Measurements of the Specifications of the State of Ohio, Department of Transportation. The completed total thickness may vary from the designed thickness as shown on the Proposal depending upon the weight per cubic yard of the asphalt concrete in place. The minimum bitumen content shall be 5.8 percent, which shall be considered the percent of the total mix, measured at the Contractor's plant. In addition, the use of recycled (non-virgin) material shall be restricted to no more than 5.0 percent of the total mix. The asphalt concrete shall be delivered to the paver at a temperature of 275° to 300° F and in no case shall exceed 325° F.

#### **ITEM 402 ASPHALT CONCRETE**

This item shall consist of one (1) course in one (1) lift of 2 inches of compacted asphalt concrete constructed on a prepared base or existing pavement in conformance with the designed thickness of the surface course computed on the basis of weight per cubic yard of the asphalt concrete being exactly that shown on the Conversion Table under Method of Measurements of the Specifications of the State of Ohio, Department of Transportation. The completed total thickness may vary from the designed thickness as shown on the Proposal depending upon the weight per cubic yard of the asphalt concrete in place. The minimum bitumen content shall be 5.8 percent, which shall be considered the percent of the total mix, measured at the Contractor's plant. In addition, the use of recycled (non-virgin) material shall be restricted to no more than 5.0 percent of the total mix. The asphalt concrete shall be delivered to the paver at a temperature of 275° to 300° F and in no case shall exceed 325° F

#### **ITEM 611 MANHOLES ADJUSTED TO GRADE**

Manholes shall be adjusted to grade. **All riser rings under Item #604 will be supplied by the Contractor.** All labor, equipment and incidentals necessary to accomplish this work will be the responsibility of the Contractor. Adjustment of the manholes shall be done just prior to placement of the 402 or 448 asphalt concrete.

**NOTE: Clermont County Sewer Department has been notified to adjust all "sanitary" manhole rings. The Clermont County Water Department has been notified to adjust all water valves. All storm sewer manholes will be the responsibility of the contractor.**

#### **ITEM #254 WEAR COURSE REMOVED**

This item shall consist of all labor, equipment and material necessary for the removal of the existing asphalt pavement on all projects where item #202 is specified on the Proposal.

The use of high-speed milling equipment capable of uniform and / or variable depth cutting shall accomplish removal of the existing asphalt. Cutting shall be accomplished by a down-cutting mode, to prevent lift-up of the adjacent pavement. Extreme care shall be given to the milling around manholes, inlets, boxes, etc. Pavement in these areas shall be removed by other means, as approved by the Township. Care shall be taken to keep stripped material from entering inlets. If the materials get into the inlets, it shall be removed at the contractor's expense.

All milled areas shall be cleaned immediately following the milling and cuttings shall be removed from the job site. All dust from the milling operation shall be controlled as directed by the Township.

The removal shall be to a depth of 1 1/2" inches evenly across the entire pavement surface where 448 asphalt is being installed and 2" evenly across the entire pavement surface on streets where 402 asphalt is being applied. Extreme care shall be taken so as not to exceed this

amount or to damage the existing curb and gutter. The contractor will be responsible for the transportation and disposal of all milled material.

## **ITEM #609 RECONSTRUCTION OF CONCRETE ROLLED CURB**

### **SCOPE OF WORK**

This item shall include all labor, equipment and materials necessary to saw cut, remove and dispose of existing curb, construct the replacement curb, place 100 lb. LSM backfill material in front of curb and restore the adjacent grass areas with topsoil, seed, fertilizer, or sod.

The replacement curb shall, in general, match the existing curb as to line and grade. However, the Contractor shall grade the new curb to drain in conformance with the drainage patterns of the street. NEW CURB WILL BE VOID OF BIRDBATHS (water retaining dips).

Doweled expansion joints shall be constructed on a maximum spacing of thirty (30) feet, and where replacement curb begins and ends (**regardless of length**), points of curvature, and all inlets. Existing contraction joint pattern shall be maintained, but the maximum spacing between contraction joints shall be ten (10) feet. The fiber dummy joint shall be filled to a minimum depth of 1 1/2" in the water line.

The contractor can expect that the majority of the curb removal and replacement will be in minimum 3 lineal foot sections.

Concrete for curb and gutters shall be ODOT Class C-AE 4000 lb. mix concrete. All exposed edges shall be rounded with a 3/8 radius. Finish shall be a light brush finish.

### **RESPONSIBILITY**

The Contractor will exercise due care during construction so as not to destroy or damage any trees, plants, shrubs, or structures outside of the indicated work limits, and those not marked for removal or relocation within the work limits.

### **UTILITIES**

The contractor will exercise extreme care when working around utilities. The contractor shall be responsible for the notification of DIG and shall be responsible for all damages to utilities during construction. The contractor shall not receive any compensation for repairing the utilities which have been damaged.

### **PROTECTION OF RIGHT OF WAY**

The contractor shall be responsible for the protection of the right of way and yards. If any damage is caused by traffic or construction the contractor shall be responsible for the immediate repairs. No additional compensation will be due the contractor for these repairs.

### **GUARANTEE**

If at any time within one (1) year from the final inspection the engineer determines a defect is due to inferior materials, or workmanship, the contractor shall immediately, without cost to the township, remedy the defects. The township will notify the contractor in writing and the contractor shall begin the repairs within ten (10) working days from the date of the notice. If the contractor fails to start repairs within ten (10) working days the township shall cause the defects to be remedied and charge the cost and expense thereof to his surety. The contractor's surety shall not be relieved until the above guarantee is fulfilled, and written release furnished the surety by the owner.

### **WEIGHT LIMITS**

The contractor is responsible for knowing the weight limit on all bridges and roads and is expected to obey all restrictions caused by reduced load limits on them. Where reduced load limits exist on bridges, which must be crossed in order to complete the contract, adjustments in

equipment and truck size and/or material weight may be required at the direction of the Township.

### **MAINTAINING TRAFFIC**

The Contractor shall be responsible for strict adherence to all applicable sections of the most recent edition of the ODOT Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. The contractor shall furnish all traffic control needed to maintain traffic throughout the project at all times, including lights, signs, tools, equipment, labor and incidentals necessary for the proper completion of the project and will not be permitted to begin work until appropriate traffic control devices are in place. Unless noted, all roads shall be kept open to the public at all times by providing a minimum of one (1) lane of traffic while work is in progress. During lane closures the contractor shall furnish a sufficient number of flagmen to assist traffic flow through the construction project. Suitable barricades shall be placed to keep vehicular traffic out of areas which are temporarily closed to traffic. It is the responsibility of the Contractor to post NO PARKING signs in the area they will be working twenty-four (24) hours before work begins. All costs for labor, materials, and equipment required to maintain traffic shall be included in the total bid price for the project. No additional compensation will be provided.

### **WORK ZONE TRAFFIC CONTROL PLAN**

The Contractor shall submit a traffic control plan at the pre-construction meeting which will outline the following:

1. Number of flaggers
2. Changes in pavement markings
3. Types of signs to be used in the work zone

All work shall be in compliance with the most recent edition of the ODOT, Manual of Traffic Control for Construction and Maintenance Operations.

### **DAMAGE**

All areas of the berm or ditch line damaged by equipment and trucks shall be restored to their original (prior to the beginning of the project) condition by the contractor, at his expense.

### **TESTING**

The Township may require an independent testing firm to provide materials testing and certification for the Trustees. The testing agency shall have all necessary access to the job site, materials sources and stockpiles during the work. The source of materials may not be changed during the life of the project without written permission from the Township.

### **608 CURB RAMPS**

Curb ramps are to meet latest ADA and ODOT specifications. Curb ramps are to be priced as a "per each" item. This pay item will include the concrete, the replaceable ramp mats, and any work shaping or forming the ramp. The dropped curb where the ramp tapers to meet the street is to be included in the price for rolled curb that is a separate pay item on this project.

### **611 CATCH BASIN PARTIAL REPAIRS:**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 611. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement with up to four vertical rows of concrete block. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary for removal and



replacement of up to four rows of concrete block and replastering of basin walls catch basin and shall include any I-beams that need to be replaced.

**611 CATCH BASIN COMPLETE REPAIR:**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 611. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement of five or more vertical rows of concrete block, not to include removal of floor of basin. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work.

Payment for this item will include all labor and materials necessary for removal and replacement of five or more rows of concrete block and replastering of basin walls catch basin and shall include any I-beams that need to be replaced.

**611 4REPLASTER, TUCK POINT, PATCH FLOORS IN CATCH BASINS**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 611. Remove loose plaster from inside walls and floor of catch basin. Tuck point and replaster inside walls and floor of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary to replaster catch basin inner walls.



## THE CONTRACT DOCUMENTS:

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

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

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

---

COMPANY

SIGNATURE

---

ADDRESS

TELEPHONE

---

**Emergency Telephone Number**

## **SECTION 4**

### **Prevailing Wage Rates**



**Department of  
Commerce**

Division of Industrial Compliance

**Affidavit of Compliance**

**Prevailing Wages**

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_  
(Company Name)

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in  
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.**

# Prevailing Wage Contractor Responsibilities



*This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to [Chapter 4115 of the Ohio Revised Code](#)*

Expand All Sections

## General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$98,974 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$29,653 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

- b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

## Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

## Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

## Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in

writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  - 1. Time cards, time sheets, daily work records, etc.
  - 2. Payroll ledger\journals and canceled checks\check register.
  - 3. Fringe benefit records must include program, address, account number, & canceled checks.
  - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  - 1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
  - 1. Employees' names, addresses, and social security numbers.



- a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
  - a. Be specific about the laborers and/or operators (Group)
  - b. For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.
  - a. The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
  - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
  - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
  - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
  - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

# Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc23HevHwyA

Craft : Bricklayer 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 Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.14
Apprentice	Percent											
1st year	70.00	\$23.37	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	80.00	\$26.71	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	90.00	\$30.05	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc23HevHwyB

Craft : Bricklayer 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 Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	Percent											
1st year	70.00	\$24.07	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	80.00	\$27.51	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	90.00	\$30.95	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

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

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2024ibLoc23Cinci

Craft : Bricklayer 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												
Bricklayer	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Stone Mason	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Pointer Caulker Cleaner	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Refractory Workers	\$36.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.18	\$71.18
Refractory Worker Hot Pay	\$38.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.18	\$74.18
Sawman	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Layout Man	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Free Standing Chimney	\$35.50		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.68	\$70.43
Apprentice	Percent											
1st 6 months	70.00	\$24.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.68	\$53.93
2nd 6 months	74.00	\$25.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.08	\$56.03
3rd 6 months	78.00	\$27.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.48	\$58.13
4th 6 months	82.00	\$28.70	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.23
5th 6 months	86.00	\$30.10	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$62.33
6th 6 months	90.00	\$31.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.43
7th 6 months	94.00	\$32.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$66.53
8th 6 months	98.00	\$34.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.48	\$68.63

MASON FINISHER 1-90 Days	45.00	\$15.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.75	\$23.62
90-365 Days	45.00	\$15.75	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.54	\$33.42
366+ Days	50.00	\$17.50	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.29	\$36.04

**Special Calculation Note :** \*\*In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.  
Mason Trainees Health and Welfare after 180 days

**Ratio :**

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

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

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE\*, WARREN

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

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

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

**Details :**

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

Refractory work is classified as working with any of the following materials:  
Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun) and any resinous cement.

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

**Change # : LCR01-2024ibCarpSWHevHwy**

**Craft : Carpenter Effective Date : 05/03/2024 Last Posted : 05/03/2024**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Journeyman	\$34.25		\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$55.59	\$72.71
<b>Apprentice</b>	Percent											
1st 6 Months	60.00	\$20.55	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$41.89	\$52.17
2nd 6 Months	65.00	\$22.26	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$43.60	\$54.73
3rd 6 Months	70.02	\$23.98	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$45.32	\$57.31
4th 6 Months	75.00	\$25.69	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$47.03	\$59.87
5th 6 Months	80.00	\$27.40	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$48.74	\$62.44
6th 6 Months	85.00	\$29.11	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$50.45	\$65.01
7th 6 Months	90.02	\$30.83	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$52.17	\$67.59
8th 6 Months	95.00	\$32.54	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$53.88	\$70.15

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

**Ratio :**

1 Journeymen to 1 Apprentice

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

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

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

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

**Special Jurisdictional Note :**



**Details :**

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132

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 (*)
<b>Classification</b>												
Cement Mason	\$32.00		\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$47.75	\$63.75
<b>Apprentice</b>	<b>Percent</b>											
1st Year	70.00	\$22.40	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$38.15	\$49.35
2nd Year	80.00	\$25.60	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$41.35	\$54.15
3rd Year	90.00	\$28.80	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$44.55	\$58.95

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

**Ratio :**

- 1 Journeyman to 1 Apprentice
- 4 Journeymen to 2 Apprentices
- 7 Journeymen to 3 Apprentices
- 10 Journeymen to 4 Apprentices

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

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

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 (*)
<b>Classification</b>												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
<b>Apprentice</b>	<b>Percent</b>											
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	\$3.25	\$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,  
COSHOCOTON, CRAWFORD, CUYAHOGA\*,  
DARKE, DEFIANCE, DELAWARE, ERIE,  
FAIRFIELD, FAYETTE, FRANKLIN, FULTON\*,  
GALLIA, GEauga\*, GREENE, GUERNSEY,  
HAMILTON, HANCOCK\*, HARDIN, HARRISON,  
HENRY\*, HIGHLAND, HOCKING, HOLMES,  
HURON, JACKSON, JEFFERSON, KNOX, LAKE\*,  
LAWRENCE, LICKING, LOGAN, LORAIN,  
LUCAS\*, MADISON, MAHONING, MARION,  
MEDINA, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM\*, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,  
VINTON, WARREN, WASHINGTON, WAYNE,  
WILLIAMS, WOOD\*, WYANDOT

**Special Jurisdictional Note :** (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

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

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor 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.

**Ratio :**

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

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

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

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

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

**Details :**

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Gunitite Nozzle Person

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265 Building

**Change # : LCN01-2024ibLoc265**

**Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer	\$26.80		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55
Apprentice	Percent											
0-1000 Hours	80.00	\$21.44	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.79	\$50.51
1001 - 2000 Hours	85.00	\$22.78	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.13	\$52.52
2001 - 3000 Hours	90.00	\$24.12	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.47	\$54.53
3001 - 4000 Hours	95.00	\$25.46	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.81	\$56.54
More than 4000 Hours	100.00	\$26.80	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55

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

**Ratio :**

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

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

BROWN, CLERMONT, CLINTON, HAMILTON

**Special Jurisdictional Note :**

**Details :**

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



# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

**Change # : LCN01-2024ibLoc265A**

**Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Mason Tender/ Scaffolding/ Forklift Operator	\$25.90		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20
Apprentice	Percent											
0-1000 Hours	80.00	\$20.72	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.07	\$49.43
1001-2000 Hours	85.02	\$22.02	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.37	\$51.38
2001-3000 Hours	90.00	\$23.31	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.66	\$53.32
3001-4000 Hours	95.00	\$24.60	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.96	\$55.26
Over 4000 Hours	100.00	\$25.90	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20

**Special Calculation Note :**

**Ratio :**

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

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

BROWN, CLERMONT, CLINTON, HAMILTON

**Special Jurisdictional Note :**

**Details :**

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

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

# Mason Tenders.

# Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc18zone3

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 Group A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Group B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Group C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Group D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Group 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
Cranes & Mobile Concrete Pumps 150'-180'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Cranes & Mobile Concrete Pumps 180'-249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 249' and over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
<b>Apprentice</b>	<b>Percent</b>											
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 Mechanic Trainee												

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

**Special Calculation Note :** Other: Education & Safety  
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 apprenice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

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

Rotomills (all), grinders and planers of all types.

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

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

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

Master Mechanics - Master Mechanic

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

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

**Change # : LCN01-2024ibLoc18hevhwyl**

**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
<b>Apprentice</b>	<b>Percent</b>											
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

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

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

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and

over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

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

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

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

Master Mechanic - Master Mechanic

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: Plasterer Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132Cinci

Craft : Plasterer Effective Date : 07/01/2024 Last Posted : 06/26/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plasterer	\$30.40		\$6.10	\$8.47	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$46.73	\$61.93
Apprentice	Percent											
1st 900 hours	70.00	\$21.28	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$29.14	\$39.78
2nd 900 hours	74.00	\$22.50	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$30.36	\$41.60
3rd 900 hours	78.00	\$23.71	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$39.31	\$51.17
4th 900 hours	82.00	\$24.93	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$40.53	\$52.99
5th 900 hours	86.00	\$26.14	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$41.74	\$54.82
6th 900 hours	90.00	\$27.36	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$42.96	\$56.64
7th 900 hours	94.00	\$28.58	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$44.18	\$58.46
8th 900 hours	98.00	\$29.79	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$45.39	\$60.29

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

\*Other is International Training

**Ratio :**

- 1 Journeyman to 1 Apprentice
- 4 Journeyman to 2 Apprentice
- 7 Journeyman to 3 Apprentice

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

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

**Special Jurisdictional Note :**

**Details :**

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 392

**Change # : LCN01-2024ibLoc392**

**Craft : Plumber/Pipefitter 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 (*)
<b>Classification</b>												
Plumber Pipefitter	\$40.70		\$11.08	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$67.45	\$87.80
Plumber Helper	\$26.46		\$10.98	\$7.40	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.73	\$58.96
<b>Apprentice</b>	<b>Percent</b>											
1st Year	52.00	\$21.16	\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$34.71	\$45.30
2nd Year	55.00	\$22.39	\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$35.94	\$47.13
3rd Year	58.00	\$23.61	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$43.91	\$55.71
4th Year	62.00	\$25.23	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$45.53	\$58.15
5th Year	75.00	\$30.53	\$10.88	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$57.08	\$72.34

**Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.**

**Ratio :**

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

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

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

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

**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 (*)		
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

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

**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

**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 :**

# Prevailing Wage Rate Skilled Crafts

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

**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 (*)
<b>Classification</b>												
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
<b>Apprentice</b>												
	<b>Percent</b>											
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

**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 :**



## **SECTION 5**

**Experience Statement**

**Understanding HB 694 Ohio's Pay to Play Law**

**Affidavit in Compliance with Section 3517.13**

**Affidavit in Compliance with ORC 9.24**

**Declaration Terrorist Organization**

**Bid Guaranty**

**Personal Property Tax Affidavit**

**EEO/Affirmative Action Statement**

**EEO Affidavit**

**Non-Collusion Affidavit**

**Bid Response form**

**Bid Proposal**

**Street List**

**Site Map**



## Understanding HB 694 Ohio's Pay to Play Law

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

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

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

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

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

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

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

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

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



**AFFIDAVIT IN COMPLIANCE WITH O.R.C. 9.24**  
(INITIAL ONE LINE)

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

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, after being duly cautioned and sworn

hereby state that I am the \_\_\_\_\_ of  
(Title)

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

\_\_\_\_\_  
(Affiant)

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires \_\_\_\_\_

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

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

**Yes No**

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

**Yes No**

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

**Yes No**

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

**Yes No**

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

**Yes No**

Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

**Yes No**

For purposes of this declaration of material assistance/non-assistance, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

\_\_\_\_\_ )  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, after being duly cautioned and sworn  
hereby state that I am the \_\_\_\_\_ of  
(Title)

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

\_\_\_\_\_  
(Affiant)

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires \_\_\_\_\_

# BID GUARANTY

Section 153.571 Ohio Revised Code  
(To Accompany Bid Proposal)

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

\_\_\_\_\_  
(Names and Address)

as Principal and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_ as Surety, are hereby held firmly

bound unto the \_\_\_\_\_

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

Principal to the Obligee on \_\_\_\_\_, 2025 to undertake the Project known as:

## MIAMI TOWNSHIP 2025 ROAD IMPROVEMENT PROGRAM

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

sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

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

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-fact

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Surety Company Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Surety Agent's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip



# PERSONAL PROPERTY TAX AFFIDAVIT

State of \_\_\_\_\_ )

)SS:

County of \_\_\_\_\_ )

I, \_\_\_\_\_, after being duly cautioned and sworn hereby

state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Affiant)

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires \_\_\_\_\_

## **EEO/AFFIRMATIVE ACTION STATEMENT**

Miami Township, Clermont County, Ohio, pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or disability. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion; recruiting, advertising or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

Miami Township, Clermont County, Ohio, pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or handicap to all interested bidders who are interested in submitting a bid for said Township.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 23, 1965, Executive Order 11375, dated October 13, 1969, and with Title I of the Americans with Disabilities Act of 1990.





# BID RESPONSE FORM

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

Dear Sir:

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

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

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## Official Bid Tabulation-2025 Resurfacing Program Base Bid

Project Name and Description: Miami Township-2025 Road Improvement Project  
 Engineer's Estimate of Cost of Project: \$1,880,512.43

LINE NO.	SPEC ITEM	DESCRIPTION	UNIT	UNIT PRICE OF				PRICE FOR E=AXD
				NO. OF UNITS A	LABOR B	MATERIAL C	COMBINED D=B+C	
1	202	Wear Course Removal	SY	91,199				
2	253	Pavement repair	CY	338				
3	402	Asphalt Concrete Course ( 2" thick surface course)	CY	503				
4	407	Trackless Tack Coat	Gallons	10,309				
5	448	Asphalt Concrete Course ( 1.5" surface course)	CY	3,918				
6	604	Storm Manhole (rings)	Each	1				
7	604	Storm Manhole (brick & mortar)	Each	1				
8	608	Curb Ramps	Each	35				
9	609	Curb Replacement	LF	3,856				
10	611	Replaster, tuck point, path catch basin floors	Each	51				
11	611	Catch Basin Partial Repairs	Each	28				
12	611	Catch Basin Complete Repair	Each	3				
13	614	Maintaining Traffic	LS	1				
14	614	Temporary Centerline Striping	LF	4,285				
15	642	New Painted Edge Line Striping	LF	8,570				
16	642	New Painted Centerline Striping	LF	4,285				
17	642	Temporary Stop Bar	LF	54				
18	642	Stop Bar	LF	54				
19	642	Cross Walk 12"	LF	30				
20	732	Detector Loop	Each	2				

Total Bid

Name of Bidder(Company)

Signature

## Official Bid Tabulation-2025 Resurfacing Program Base Bid Plus Alternates

Project Name and Description: Miami Township-2025 Road Improvement Project  
 Engineer's Estimate of Cost of Project: \$1,984,330.03

LINE NO.	SPEC ITEM	DESCRIPTION	UNIT	UNIT PRICE OF					PRICE FOR E=AXD
				NO. OF UNITS	LABOR	MATERIAL	COMBINED		
				A	B	C	D=B+C		
1	202	Wear Course Removal	SY	99,331					
2	253	Pavement repair	CY	349					
3	402	Asphalt Concrete Course ( 2" thick surface course)	CY	503					
4	407	Trackless Tack Coat	Gallons	11,122					
5	448	Asphalt Concrete Course ( 1.5" surface course)	CY	4,257					
6	604	Storm Manhole (rings)	Each	1					
7	604	Storm Manhole (brick & mortar)	Each	1					
8	608	Curb Ramps	Each	35					
9	609	Curb Replacement	LF	3,856					
10	611	Replaster, tuck point, path catch basin floors	Each	51					
11	611	Catch Basin Partial Repairs	Each	28					
12	611	Catch Basin Complete Repair	Each	3					
13	614	Maintaining Traffic	LS	1					
14	614	Temporary Centerline Striping	LF	4,285					
15	642	New Painted Edge Line Striping	LF	8,570					
16	642	New Painted Centerline Striping	LF	4,285					
17	642	Temporary Stop Bar	LF	54					
18	642	Stop Bar	LF	54					
19	642	Cross Walk 12"	LF	30					
20	732	Detector Loop	Each	2					

\_\_\_\_\_  
 Total Bid

\_\_\_\_\_  
 Name of Bidder(Company)

\_\_\_\_\_  
 Signature

**Miami Township 2025 Resurfacing List- Base Plus Alternates**

Street Name	PQI	From	To	Length (ft)	Width (ft)	Area (ft <sup>2</sup> )	Sq. Yds.	Mill Depth	Asphalt Type
GLEN ECHO LN	13.1	CDS	BRANCH HILL-GUINEA RD	2730	24.0	65,520	7,280	1.5 inch	448
COTTONTAIL DR	15.6	COOK RD	GLEN ECHO LN	4,813	25.0	120,325	13,369	1.5 inch	448
DRUMHILL LN	19.9	GLEN ECHO LN	CDS	287	24.0	6,888	765	1.5 inch	448
SILVERMINE RD	14.9	GLEN ECHO LN	CDS	519	24.0	12,456	1,384	1.5 inch	448
Avg PQI	15.9		Sub. Total Length	8,349		Total Sq Yd	22,799		
OLD SILO DR	16.8	WEBER OAKS DR	WHEATFIELD WAY	821	28.0	22,988	2,554	1.5 inch	448
SMOKE HOUSE WAY	15.7	WEBER OAKS DR	DEAD END	564	28.0	15,792	1,755	1.5 inch	448
WEBER OAKS DR	16.5	SUMMIT RDG	CDS	3327	28.0	93,156	10,351	1.5 inch	448
WEBER RD	21.5	WEBER OAKS DR	CDS	760	19.0	14,440	1,604	1.5 inch	448
WHEATFIELD WAY	17.8	WEBER OAKS DR	CDS	667	28.0	18,676	2,075	1.5 inch	448
SUMMIT RDG	20.0	WEBER RD	WEBER OAKS DR	763	28.0	21,364	2,374	1.5 inch	448
FIELD STREAM CT	36.5	WHEATFIELD WAY	CDS	227	28.0	6,356	706	1.5 inch	448
Avg PQI	20.7		Sub. Total Length	7,129		Total Sq Yd	21,419		
WEBER RD	26.3	BRANCH HILL-GUINEA RD	WEBER OAKS DR	4,285	19.0	81,415	9,046	2 inch	402
LEWIS RD (LOWER)	0.0	WARDS CORNER RD	END OF STREET	4,470	12.0	53,640	5,960	0 inches	448
LEWIS RD (UPPER)	5.7	END OF STREET	BRANCH HILL-GUINEA RD	4,337	12.3	53,345	5,927	0 inches	448
Avg PQI	2.9		Sub. Total Length	8,807		Total Sq Yd	11,887		
BRIAR HILL CIR	18.4	BRIAR HILL DR	CDS	206	20.0	4,120	458	1.5 inch	448
BRIAR HILL DR	8.3	BROADVIEW PL	BRIAR HILL CIR	692	20.0	13,840	1,538	1.5 inch	448
BROADVIEW PL	36.7	CDS	BRIAR HILL DR	1,303	19.0	24,757	2,751	1.5 inch	448
HEATHERSTONE WAY	30.1	WOLFPEN PLEASANT HILL RD	BRIAR HILL DR	1,452	18.0	26,136	2,904	1.5 inch	448
Avg PQI	23.4		Sub. Total Length	3653		Total Sq Yd	7,650		
WARDWOOD CT	17.4	CDS	WARDS CORNER RD	601	24.0	14,424	1,603	1.5 inch	448
WOODSWAY DR	34.3	WARDWOOD CT	CDS	1785	24.5	43732.5	4,859	1.5 inch	448
WESTWARD DR	24.8	CDS	CDS	873	25.0	21825	2,425	1.5 inch	448
NORTHWARD CT	31.0	WOODSWAY DR	CDS	319	25.0	7975	886	1.5 inch	448
Avg PQI	26.9		Sub. Total Length	3578		Total Sq Yd	9,773		



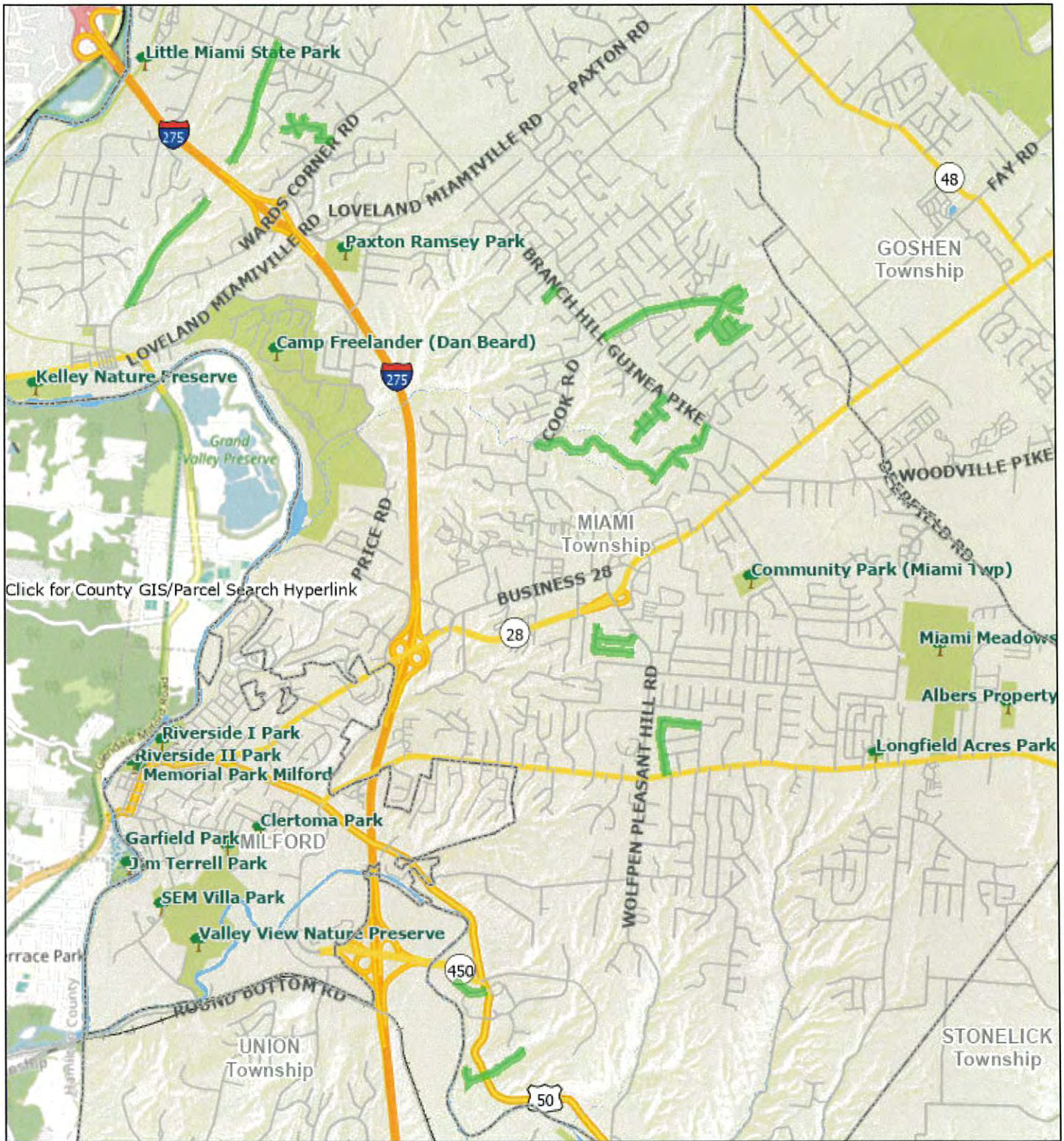
Miami Township 2025 Resurfacing List- Base Plus Alternates

DEER HAVEN CT	3.3	OLDE GATE CT	BRANCH HILL-GUINEA RD	568	24.0	13,632	1,515	1.5 inch	448
MEADOW LARK CT	15.7	CDS	CDS	563	24.0	13,512	1,501	1.5 inch	448
OLDE GATE CT	16.6	CDS	CDS	761	24.0	18,264	2,029	1.5 inch	448
WILDFLOWER CT	30.9	CDS	CDS	528	24.0	12,672	1,408	1.5 inch	448
WINDROW LN	12.7	OLDE GATE CT	CDS	1301	24.0	31,224	3,469	1.5 inch	448
Avg PQI	15.8		Sub. Total Length	3721		Total Sq Yd	9,923		
HEISERMAN RD	12.6	US-50	END OF STREET	2,784	11.0	30624	3,403	1.5 inch	448
WHITNEY DR	27.2	US-50	CDS	1,231	29.0	35699	3,967	1.5 inch	448
TECH DR	31.3	END OF STREET	TECH VALLEY DR	505	28.0	14140	1,571	1.5 inch	448
TECH VALLEY DR	32.0	TECH DR	US-50	530	28.0	14840	1,649	1.5 inch	448
Avg PQI	25.8		Sub. Total Length	5,050		Total Sq Yd	10,589		
			<b>Total Length Feet</b>	<b>44,572</b>			<b>Total Sq Yd</b>	<b>103,086</b>	
			<b>Total Length Miles</b>	<b>8.44</b>					

**Alternates**

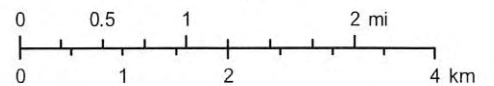
FOXWOOD TRI	16.3	CDS	BRANCH HILL-GUINEA RD	686	25.0	17150	1,906	1.5 inch	448
MELLIE AVE	21.6	STATE ROUTE 131	W DAY CIR	3,113	18.0	56034	6,226	1.5 inch	448
			<b>Total Legnth Feet</b>	<b>48,371</b>			<b>Total Sq Yd</b>	<b>111,218</b>	
			<b>Total Length Miles</b>	<b>9.16</b>					

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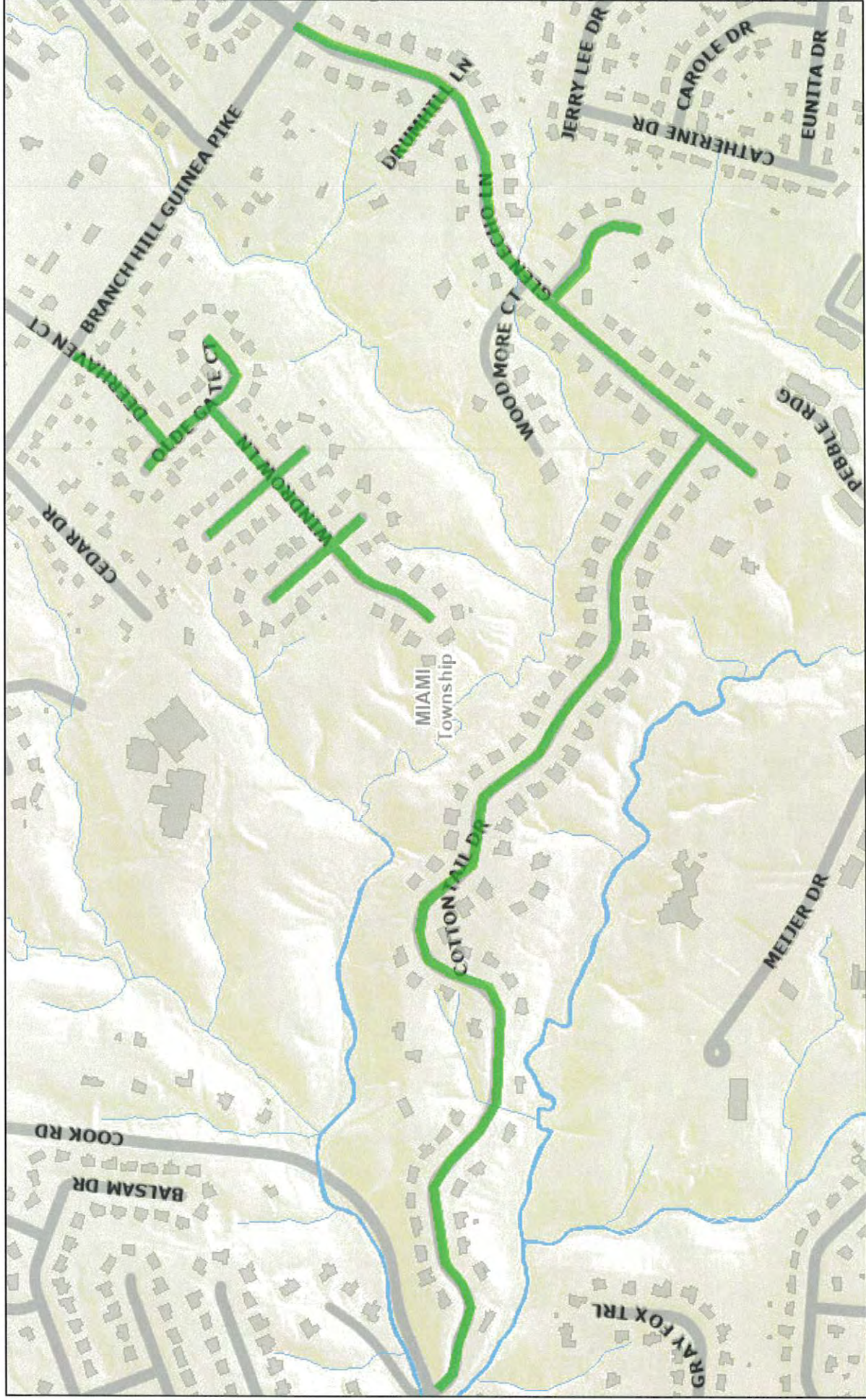
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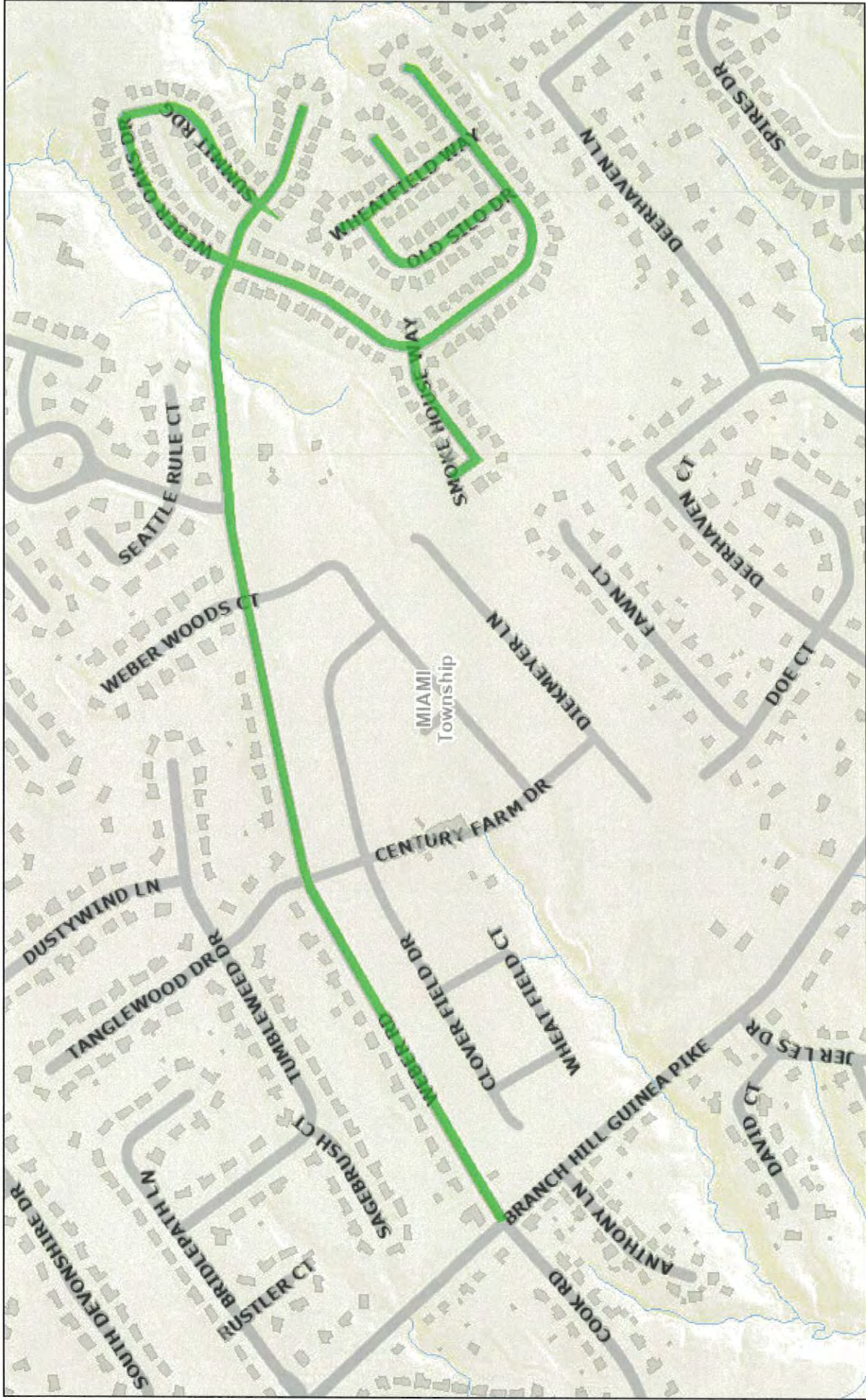


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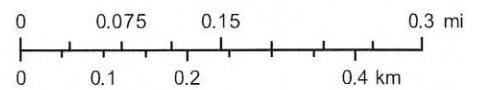
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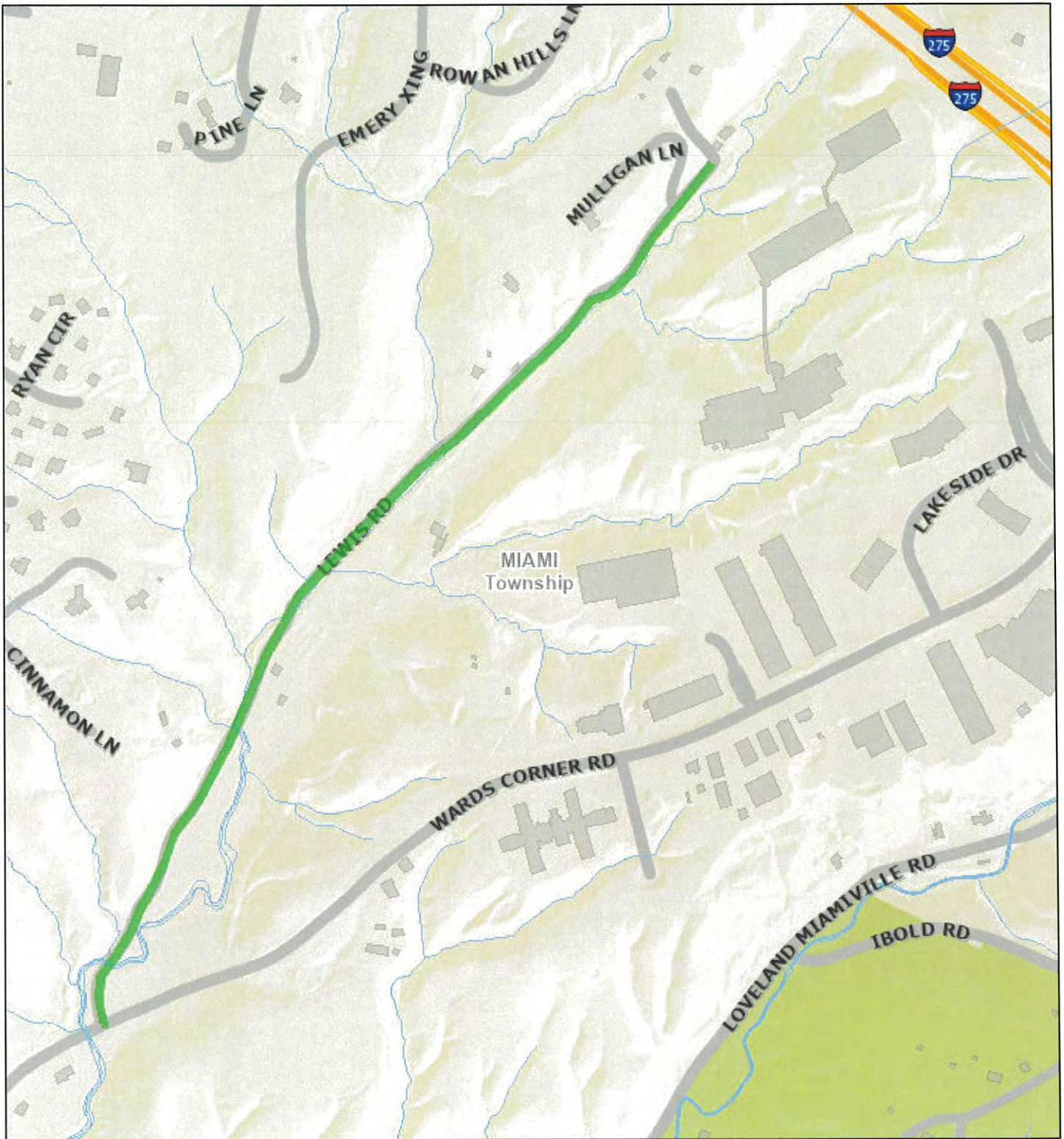
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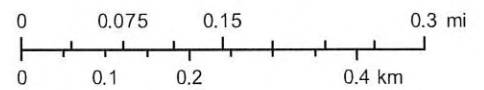
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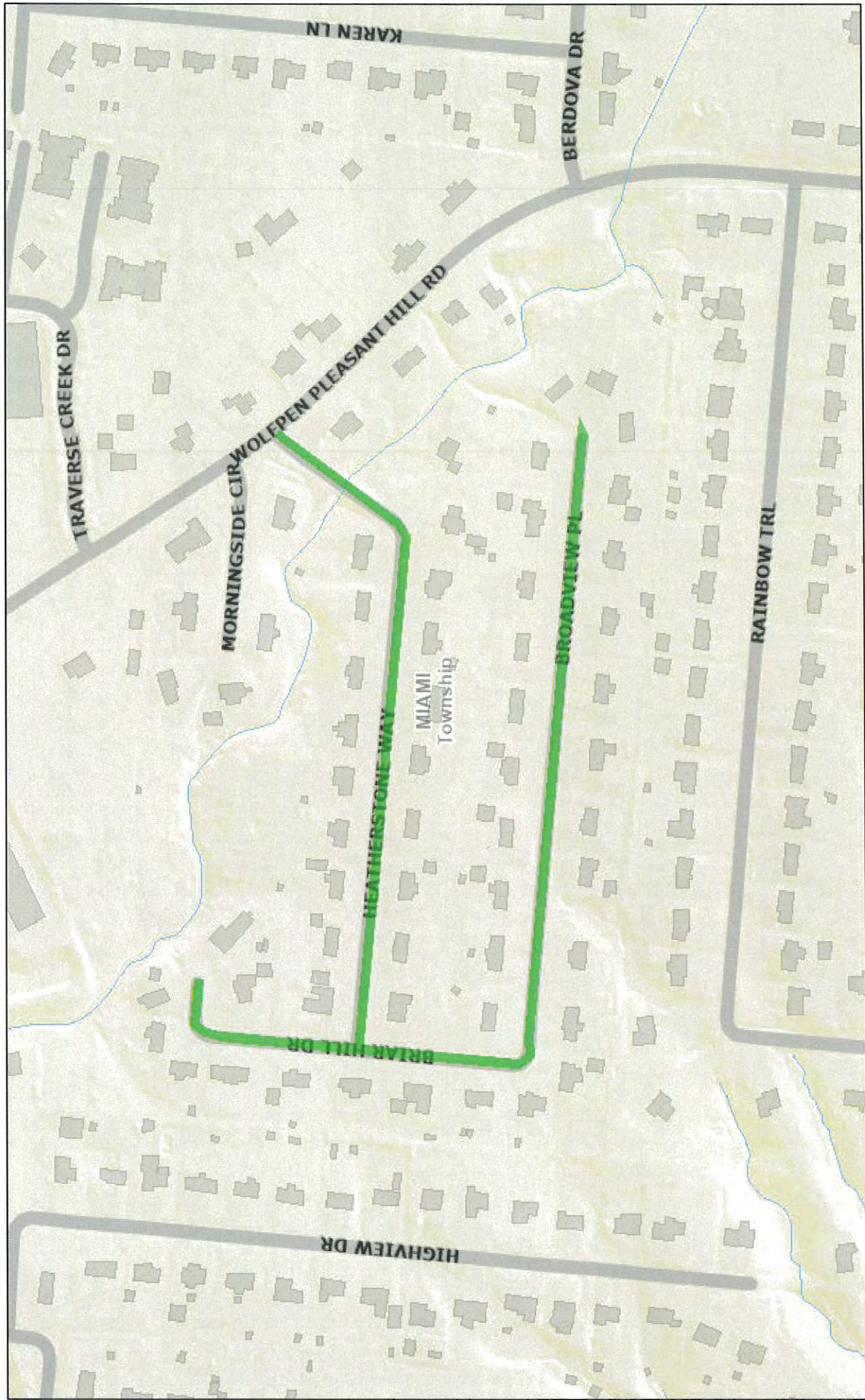
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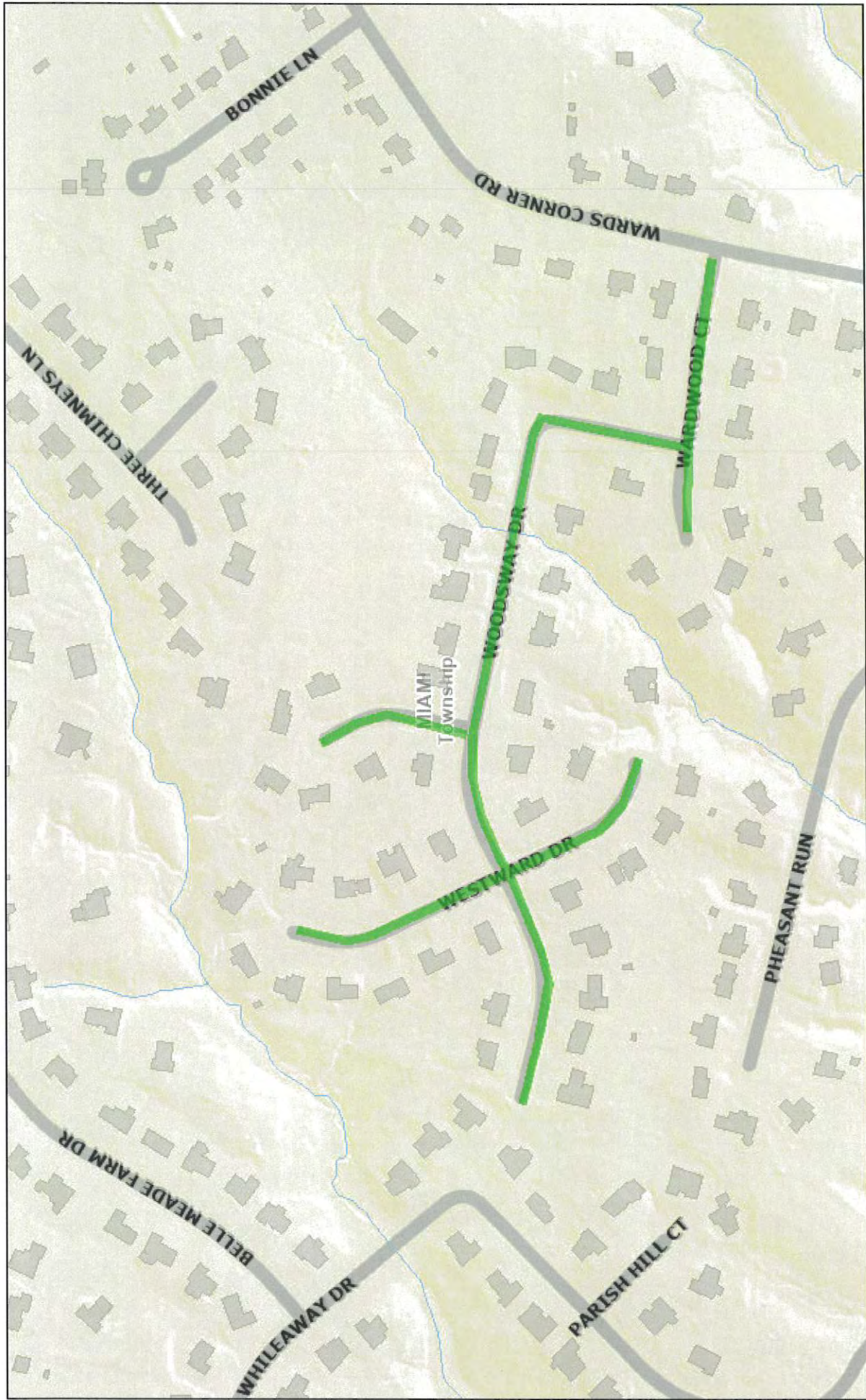
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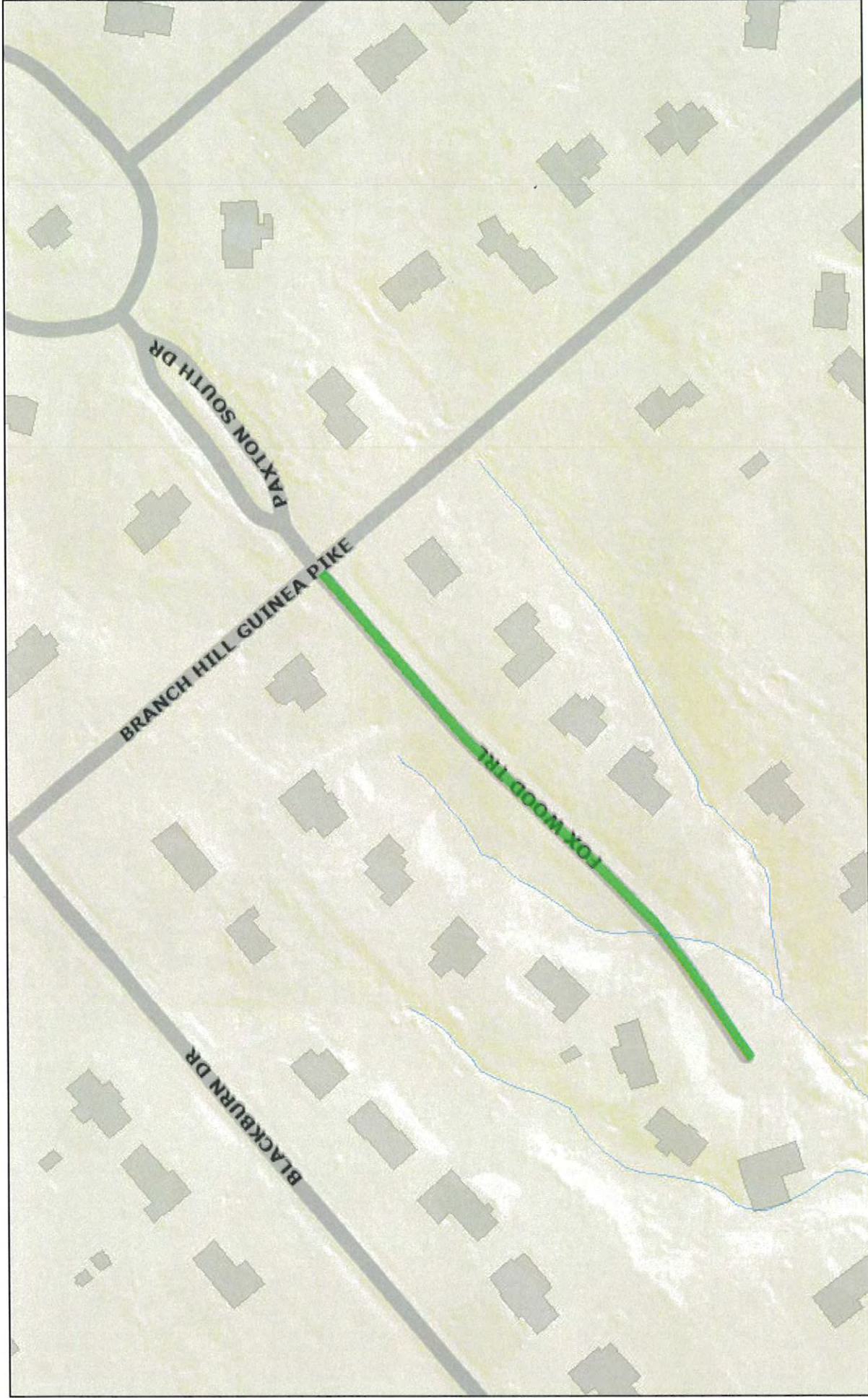
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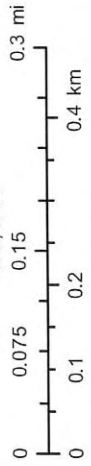
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