

**2025**  
**Putnam County Township Trustees OPWC Road Maintenance**  
**Internet Sign-In Form**  
**Bid Open: Wednesday, June 25, 2025 at 10:00 AM**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Addendums can potentially be issued as late as the day before the bid opening. Completing and returning this form ensures you will be directly informed of any addendums.

Email or Fax completed form to Putnam County Engineer's Office:

[michael.lenhart@putnamcountyohio.gov](mailto:michael.lenhart@putnamcountyohio.gov)

Fax: (419) 523-6014

**OFFICE OF THE COUNTY ENGINEER**

**PROPOSAL**

**TO THE PUTNAM COUNTY TOWNSHIP TRUSTEES  
COUNTY OF PUTNAM**

For: 2025 Putnam County Township Trustees Road Maintenance

Bidder's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

P.O. Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date of Letting: Wednesday, June 25, 2025

Place of Letting: Putnam County Engineer's Office

245 E. Main Street (2<sup>nd</sup> Floor)

Ottawa, Ohio 45875

Completion Dates: June 30, 2026

Prepared By:  
Putnam County Engineer  
245 E. Main Street, Ste. 205  
Ottawa, OH 45875

Michael L. Lenhart, P.E., P.S.

## **BID DOCUMENTS**

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## **ADVERTISEMENT**

### **NOTICE TO BIDDERS**

Sealed bids will be received at the Putnam County Engineer's Office, 245 E. Main St., Ottawa, OH 45875, until 10:00 AM on Wednesday, June 25, 2025 for furnishing all labor, materials and equipment necessary for the:

2025 Putnam County Township Trustees OPWC Road Maintenance

and at said time and place shall be publicly opened and read aloud.

All information for Bidders, specifications, bid documents and maps for this project are posted on the internet and may be viewed and obtained on the Engineer's web page at <https://putnamcountyohio.gov/bid-info/>.

Bid Advertisement Dates:     June 11, 2025  
   June 18, 2025

## **INTRODUCTION**

It is the intent of these contract documents to serve as the basis for preparing a contractor's estimate of cost, or the contractor's bid; to show engineering intent and to set a level of quality of workmanship and performance; and as the basis for the written contract or agreement between owner and contractor.

They represent the composite of the requirements of the townships, the owner and any and all funding agencies. An effort has been made, insofar as is practicable, to minimize any duplication or conflict in requirements or standards or performance and workmanship. Insomuch as this is not always possible, there may be contained herein some conflicting requirements or standards. When such is the case, the more stringent requirements shall always govern, unless stated otherwise. Likewise, Supplemental Provisions will amend and/or add to the Standard Provisions and shall always have precedence over the provisions to which they are a supplement.

The townships, acting as the owner's representative, shall interpret the intent of the contract documents in a fair and unbiased manner and shall decide any and all questions which may arise to quality and acceptability of materials furnished and work performed.

## **I. INSTRUCTIONS TO BIDDERS**

### **1. SUBMISSION OF BID**

Sealed Bids will be received at the Putnam County Engineer's Office, on or before the advertised Bid date and time, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying Bid advertisement (herein referenced as the "Project").

Bids must be submitted in sealed envelopes marked with the Project title, the name of the Bidder and Bidder's address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Putnam County Engineer, 245 E. Main Street, Ste. 205, Ottawa, Ohio 45875. Bids shall be opened immediately upon expiration of the Bid submission time, with the names of bidders and their respective bid prices read publicly.

### **2. STANDARD SPECIFICATIONS & TERMS**

The Construction & Material Specifications of the State of Ohio, Department of Transportation (January 1, 2023), excluding only sections 102 and 103 titled "Bidding" and "Award," shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications shall be referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

A. The terms "State," "State of Ohio," "Department" and "Department of Transportation" refer to the Putnam County Townships, acting through Blanchard Township. The Townships also may be referenced as the "Township" or the "Owner" herein.

B. The term "Director," "DCE" and "DDD" refers to the Townships, acting through Blanchard Township.

C. The term "Engineer" refers to the County Engineer, or to his duly authorized representative.

D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the Townships or by their duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

### **3. FORM OF BID**

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price," bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the Townships' discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of unit prices, or in addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The Townships reserve the right to eliminate, increase or decrease the actual quantity of any unit price item or to non-perform any lump sum item.

### **4. BIDDER QUALIFICATIONS**

Prequalification may be granted under any local standards currently used by the Putnam County Townships. In addition, each Bidder shall complete any Bidder qualification forms provided with the Bid Documents, and shall furnish documentation and evidence of qualifications as are required thereby. Prequalification by the Ohio Department of Transportation, as described by ORC Sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable.

### **5. EXAMINATION OF BID DOCUMENTS & SITE OF WORK**

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submission of a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling roads and all other locations related to the performance of the Work.

### **6. BID GUARANTEE**

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashiers check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a

certified check, cashiers check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

## **7. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS**

- A. Pursuant to ORC 307.90 (A), a contract shall be awarded to the lowest and best Bid.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The Townships reserve the right to reject any and all Bids, and also the right to waive any informality in the Bid. The Townships have the right to postpone the decision to award a contract for up to sixty (60) days.
- D. No contract shall be awarded to any person, firm or corporation that is in arrears or is in default to the Townships upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the Townships, or has failed to perform faithfully any previous contract with the Townships, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the Townships from consideration for contract awards.
- E. A conditional or qualified Bid will not be accepted.
- F. Award will be made to one Bidder per proposal.

## **8. WITHDRAWAL OF BIDS**

A Bidder may request, in writing, to withdraw its Bid within five business days of the opening. Such requests will be reviewed by the Townships for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

## **9. PREVAILING WAGE RATES**

All employees on the Work site shall be paid at the prevailing wage rate for the appropriate class of Work. The prevailing wage rates shall be determined in accordance with ORC Chapter 4115, except for employees who are covered by a collective bargaining agreement in existence prior to the date of contract, who shall be paid the rate of pay provided by such agreements. Schedules of applicable prevailing wage rates are attached to the Specifications. Bidders are cautioned to assure the completeness of said wage schedules, and to notify the Townships prior to the bid date of any omitted schedules.

## **10. OTHER COSTS & REQUIREMENTS**

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience

of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

A. Bids must include the cost of all required bonds (performance and maintenance).

B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.

C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.

D. The Townships are exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes. **Upon request, the Townships will fill out a tax exempt certification.**

E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC Section 5719.042, before an award can be made.

## **11. ENGINEER'S ESTIMATE**

The Engineer's Estimate is:

Proposal A (paving):	\$909,765.00
Proposal B (chip & fog seal):	\$202,490.00
Proposal C (cement stabilization):	\$69,680.00

## **II. SUPPLEMENTAL CONTRACT PROVISIONS**

### **1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER/CONTRACTOR**

The following is a partial list of award contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

A. The successful Bidder/Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount to ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work.

B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.

C. The Contractor agrees to provide the Townships with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.

D. The Contractor agrees to provide the Townships with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.

E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Townships of such changes. The Contractor agrees to defend and indemnify the Townships, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

F. The Contractor must furnish the Townships with a completed IRS Form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the Townships to file an information return each January 31<sup>st</sup> on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the Townships shall withhold federal taxes of a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

## **2. OTHER CONTRACTOR DUTIES**

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

A. When determined necessary by the Townships, the Contractor shall provide a field office, suitably and of ample size and accommodations, from which the Townships' inspections, as well as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.

B. The Contractor must furnish, without extra compensation therefore, such assistance as the Townships, or their assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Townships may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.

C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Townships, and shall be responsible for securing therefore the proper lines, grades and levels for the structures to be built.

D. The Contractor must place or construct, in such manner and at such points as the Townships may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Townships.

E. The Contractor is reminded of its duty to notify the registered underground utility protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

F. The Contractor shall, using the U.S. government's System for Awards Management (SAM), ensure that any project subcontractors are not on the excluded parties list. The Townships will also check all project subcontractors using the System for Awards Management. <https://www.sam.gov/>

## **3. DISCRIMINATION PROHIBITED**

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract hereunder, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.



Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC (4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to complete the attached "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

#### **4. INSPECTION**

The Townships, assistants and agents shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Townships with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Townships may require assuring that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Townships, assistants and inspectors is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Townships and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Townships.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become property of the Townships. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Townships. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection 24 hours in advance of the performance of the respective Work. At the pre-construction meeting, the Townships shall provide the Contractor with phone numbers and names of a contact person and of the Townships'

inspectors. The Contractor shall inform the Townships of his Work schedule and the hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Townships' inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Townships' inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Townships' inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

## **5. CHANGES IN QUANTITY OF WORK**

The quantities of Work, as given in the Estimated Quantities, are approximations only. The Townships shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such changes involve the reduction or omission of any material or Work called for by the original Plans or Specifications, there shall be no right with the Contractor for any claims for losses or damages, for loss of profit, growing out of omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder. In like manner, the Townships may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given as provided by the Standard Specifications.

If such changes result in increased or diminished expense of Work items, the prices of which are fixed in the contract, the Townships shall determine an equitable adjustment of such prices, which shall be final and binding on the parties hereto, subject to dispute resolution.

## **6. SIGNIFICANT CHANGES IN CHARACTER OF THE WORK.**

The Townships may alter the Work as necessary to complete the Project. The Townships will make appropriate adjustments according to 108.06 and 109.05, if such alterations significantly change the character of the Work.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or by affecting other Work cause such other Work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. Before performing significantly changed Work, reach agreement with the Department concerning the basis for the adjustment. If the Contractor disagrees as to whether an alteration constitutes a significant change, use the notification procedures specified in 104.02.G.

The term "significant change" is defined as the follows:

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

2. when the product of the quantity in excess of the estimated quantity of a contract item and the unit price exceeds the limits set forth in Table 104.02-1. If the increase does not exceed the limits set forth in Table 104.02-1, then the Townships will pay for the increased Work at the Contract Price.

**Table 104.02-1**

<b>Contract Price</b>	<b>Contract Limits</b>
Up to \$500,000	\$25,000
\$500,001 to \$2,000,000	5% of Total Contract Price
Over \$2,000,000	\$100,000

If the decrease in quantity of any unit price Contract Item exceeds 25 percent of the estimated quantity, and the total of all such adjustments for all Contract Items is more than \$400, then after the determination of final quantities according to 109.12.C, the Townships will adjust the unit prices for the affected Contract item by multiplying the bid unit price by the factor obtained from Table 104.02-2.

**Table 104.02-2**

<b>% Decrease</b>	<b>Factor</b>	<b>% Decrease</b>	<b>Factor</b>
25 to 28	1.02	61	1.14
29 to 32	1.03	62	1.15
33 to 35	1.04	63	1.16
36 to 38	1.05	64	1.17
39 to 41	1.06	65	1.18
42 to 44	1.07	66	1.19
45 to 47	1.08	67	1.20
48 to 50	1.09	68	1.21
51 to 53	1.10	69	1.22
54 to 56	1.11	70	1.23
57 to 59	1.12	71	1.24
60	1.13	72 and over	1.25

## **7. NO WAIVER RIGHTS**

No act of the Townships, or their assistants or inspectors, shall operate as waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract. Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

## **8. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME**

Time is of the essence to this contract. The rate of progress shall be such as to complete the Project Work within the time limit specified herein. **The completion date for this project is: June 26, 2026.**

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the Townships an amount equal to the Townships' costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the Townships after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit liquidated damages in the amount set forth by section 108.07 of the Standard Specifications.

Such amounts shall be deducted by the Townships from the partial or final estimates to be allowed the Contractor.

The Townships may for good cause shown, extend the time of completion. Any such extension in time shall not be deemed a waiver by the Townships of any other rights provided for under this contract, and shall not operate to release any Surety from any bond obligations.

## **9. NIGHT, SUNDAY & HOLIDAY WORK**

No Work will be permitted on Sundays or legal holidays, except as authorized by the Townships. No Work will be permitted after dark except under terms and conditions agreed to in writing by the Townships and Contractor. No extra compensation will be allowed to the Contractor for night, Sunday or Holiday Work, regardless of cause of such Work.

## **10. PARTIAL PAYMENTS**

Before the day, stipulated by the Owner, of each month, the Contractor shall make a written estimate of the amount of value of the work and materials incorporated into the work during the preceding month, broken down into bid items. The Contractor shall submit his estimate to the Townships immediately upon its preparation, and after each such partial estimate has been certified to in writing by the Townships the owner shall, on or before the first day of the month next following, pay the Contractor as specified below.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 8 percent of the first 50 percent of such total amount will be deducted and retained by the Owner until the final payment is made except. The balance of the amount payable, less all previous payments, shall be certified for payment.

Upon completion and acceptance of the project by the Owner, (i.e., the signing of the "Certification of Substantial Completion" by all parties involved), the Owner shall release one half (1/2) of the retainer. The remaining one half (1/2) of the retainer shall be retained by the Owner for the following periods after the date of approval and acceptance of the project.

<u>Acceptance Date</u>	<u>Period</u>
From Feb. 15 to Aug. 15	90 Calendar Days
From Aug. 16 to Feb. 14	180 Calendar Days

The owner agrees that upon expiration of the above period, the Contractor shall be entitled to the whole sum of the reserve, less any part expended by the Owner in making repairs.

Should any defective work or material or acceptable work that has been damaged by the Contractor's operations be discovered previous to the final acceptance or should a reasonable doubt arise previous to the final acceptance as to the integrity of any part of the completed work, the estimate and payment for such defective or questioned work shall not be allowed until the effect has been remedied and cause for doubt removed.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Townships to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

## OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/23)

### 1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project.

### 2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>.

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

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

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

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

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

**3. UNRESOLVED FINDING FOR RECOVERY**

The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

**4. OHIO WORKERS' COMPENSATION COVERAGE**

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

**5. DRUG-FREE WORKPLACE PROGRAM**

In accordance with Ohio Rev. Code §153.03 and during the life of this project, the Prime Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

**6. OHIO PREFERENCE**

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

**7. BID GUARANTY**

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

**8. OHIO ETHICS LAW**

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code Sections 102.03 and 102.04.

**9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

## **CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

All prime contractors must secure a valid Certificate of Compliance from the Ohio Department of Development prior to execution of a construction contract.

See <https://development.ohio.gov/business/construction-compliance/certificate-of-compliance> for steps for Certificate of Compliance submittal.

>>> Does this bidder have a valid Certificate of Compliance? \_\_\_\_ Yes \_\_\_\_ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? \_\_\_\_ Yes \_\_\_\_ No

**Bidder must provide a "Yes" answer to one or the other of the above questions.**

## **BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Contractors and subcontractors with (a) 50 or more employees and a state contract of \$50,000 or more or (b) where a contractor's or subcontractor's state contract exceeds an estimated total cost of \$500,000 and the project is in a geographic area, regardless of the number employees, shall establish an affirmative action program. Chapters 123:2-3 through 123:2-11 of the Ohio Administrative Code requires contractors and subcontractors to implement the following: policies and procedures to maintain a working environment free of discrimination, harassment, intimidation, and coercion; state percentage goals for minorities by trade and by geographic area as well as a 6.9% goal for women statewide in the trades during the performance of a state contracts; and good faith efforts to recruit, hire, and maintain minorities and women.

>>> Has the contractor and subcontractor bidder developed an affirmative action program in conformity with Ohio Adm. Code 123:2-3-04 prior to the bid opening ? \_\_\_\_ Yes \_\_\_\_ No

>>> If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

## **BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section [4112.01](#) of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section [4112.01](#) of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this



covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law.

If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? \_\_\_Yes \_\_\_No

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Authorized Officer      Date

\_\_\_\_\_  
Title

**>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Ohio Rev. Code Chapter 153 by an owner referred to in Ohio Rev. Code § 153.01. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.**

## MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

AKRON		CINCINNATI		CLEVELAND	
All Trades	10%	Trade		Trade	
		Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9 %	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
All Trades	10%	Elevator Constructors	11%	Electricians	20%
		Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
All Trades	11%	Marble, Tile, Terrazzo	8%	Ironworkers	13%
		Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
All Trades	9%	Pipefitters	11%	Plasterers	20%
		Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
		Sheet Metal Workers	11%	Other Trades	17%
All Trades	9%	Other Trades	11%		

## **"APPENDIX B" OF THE STATE EEO BID CONDITIONS**

### **SPECIFIC AFFIRMATIVE ACTION STEPS**

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons, therefore. If such an individual was sent to the union hiring hall for referral and not referred by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason, therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings, and (e) copies of newsletters and annual reports include the Policy.

- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

#### **EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to ensure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

#### **Part I - Basic Contents of an Affirmative Action Program:**

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

#### Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the workforce.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables, and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

**“APPENDIX C” OF THE STATE EEO BID CONDITIONS**

**FEMALE UTILIZATION GOALS**

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor’s “Executive Order 84-9” and this rule.
- (B) As required by the governor’s “Executive Order 84-9”, the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

## **IV. SCOPE OF WORK**

### **1. GENERALLY**

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the Townships as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

### **2. SCHEDULE OF PERFORMANCE**

Should a pre-construction meeting be scheduled, the Contractor must provide the Townships with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Townships shall review and consider acceptance of the schedule as provided by section 108.02 (B) (1) of the Standard Specifications.



## **V. PLANS & SPECIFICATIONS**

### **1. GENERALLY**

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Townships, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

### **2. "OR EQUAL"**

Whenever an article, material or equipment is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desires and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the Townships, before the same are incorporated in the Work.

### **3. LIST OF PLANS & SPECIFICATIONS**

#### **PUTNAM COUNTY SUPPLEMENTAL SPECIFICATIONS FOR ASPHALT CONCRETE**

The successful bidder shall submit a job mix formula prior to commencing the work for all hot mix asphalt mixtures to be supplied to the Townships in this project. Item 441.02 shall apply if the source of material is changed. The job mix formula shall include the mix type proposed for use, aggregate type and gradation, percentage of asphalt binder by weight of mixture, grade of asphalt binder, description and source of modifier (if applicable) and unit weight of the mixture. The job mix formula shall have previously been approved for use on ODOT work.

Acceptance of the mixture shall be in accordance with the Ohio Department of Transportation (ODOT) procedures, with an independent testing laboratory performing the tests and reporting the data to the owner's representative.

Acceptance shall also be based upon the owner representative's observation that production and quality control operations are resulting in an acceptable product, if not, Item 105.03 ODOT plans and specifications apply.

The Owner requires the submission of a plant ticket with each load at the job site showing the composition of the mix as well as the load weights.

Prior to production the Contractor must supply to the Owner, a mix plant certification and a certified scale report from ODOT performed within the current calendar year for each hot mix plant that will provide product to the Townships for the project.

Prior to construction, the Contractor shall supply to the Owner all job mix formulas and appropriate specifications to all testing laboratories selected by the Townships.

No Sunday work shall be performed, unless prior consent is given by the Townships.

It will be the responsibility of the Contractor to provide all traffic control for the work performed. The roadway may be closed to through traffic with signing as described by the Ohio Manual of Uniform Traffic Control Devices with local traffic and emergency vehicles allowed to pass through the construction zone.

It will be the responsibility of the Contractor to notify the Putnam County Sheriff at 419-523-3208 of the location of the construction and when the roadways will be open to all traffic. If the Contractor is to close a roadway for resurfacing during the operation of the public schools, it will be the responsibility of the Contractor to notify the Putnam County Educational Service Center, prior to closings, at 419-523-5951 so they can coordinate school bus routes.

It will be the responsibility of the Contractor to erect and maintain "ROAD UNDER CONSTRUCTION" signs (or equivalent) at all intersections contingent to the project until berm stone operations are completed.

The Townships shall be notified of the scheduling of the resurfacing one (1) week prior to the beginning of the work. Also, if the Contractor leaves Putnam County for another job, he must give at least three (3) days notice before returning.

All paving shall be **FULL WIDTH**.

### **ASPHALT CONCRETE MIX SPECIFICATIONS**

A) Description – Items 301, 401, 402, 403, 421, 441 and 448 of the 2023 Ohio Department of Transportation Construction and Material Specifications shall apply, except as noted below:

- 1) No reclaimed Asphalt as a part of asphalt content for Item 448.
- 2) JMF Required for Items 448-1 & 301-1 and Submitted with Quote.
- 3) NO SLAG SAND

B) Materials – shall be:

<u>448-1 Medium Surface Course</u>	
Coarse Aggregate	#8 LS Aggregate – 56%
Fine Aggregate	Natural or MFG Sand – 44%
Asphalt Cement	PG 64-22 - 6.3% AC Content

448-1 Medium Intermediate Course

Coarse Aggregate	#8's Aggregate – 60%
Fine Aggregate	Natural or MFG Sand – 40%
Asphalt Cement	PG 64-22 - 6.1% AC Content

301-1 Medium Base Course

Coarse Aggregate	#57 LS Aggregate – 42%
Coarse Aggregate	#8 LS Aggregate – 13%
Rap	Rap (-) 1/2" – 25%
Fine Aggregate	Natural or MFG Sand – 20%
Asphalt Cement	PG 64-22 - 5.0% AC Content

405 Cold Mix (1997 ODOT C. & M. Spec)

Aggregate	#8 Limestone
Asphalt	CM-150 or Equivalent – 4.6%
by wt.	
Choke Aggregate	#9 Limestone – 10 lb./SY

Mixing – shall be in accordance with 401.08.

Basis of Payment – Payment for accepted quantities, will be made at the quoted price per ton.

**SPECIAL INFORMATION FOR BIDDERS**  
**PUTNAM COUNTY TOWNSHIP ROAD MAINTENANCE**

**ITEM 422 CHIP SEAL**

- A) Description – Work shall consist of constructing a wearing surface composed of one or more applications of bituminous material and cover aggregate, in place and compacted in accordance with these specifications and in reasonably close conformity with the lines, grades and typical sections as shown on plans or as directed by Putnam County Engineer. Item #422 of the 2023 Ohio Department of Transportation Construction and Material Specifications shall apply,
- B) Aggregate used on each road segment must be of **uniform color and shape**.
- C) Sweep excess aggregate within 24 to 48 hours.
- D) Materials – shall be: Aggregate           #8 LS – 26 to 30 lb. per Sq. Yd.  
Asphalt Emulsion   HFRS-2P – 0.40 to 0.44 gal. / Sq. Yd.  
OR  
Aggregate           #9 LS – 18 to 22 lb. per Sq. Yd.  
Asphalt Emulsion   HFRS-2P – 0.30 to 0.34 gal. / Sq. Yd.

Basis of Payment – Payment for accepted quantities, in place, will be made at the contract price per ton and per gal.

**ITEM 206 CHEMICALLY STABILIZED SUBGRADE**

- A) Description - This work consists of constructing a chemically stabilized subgrade by mixing cement or lime into the subgrade soil using the method for the specified chemical. The Contract Documents include an estimated quantity for the specified chemical.
- B) Materials – shall be: Portland Cement           ASTM C 150, Type II
- C) Construction - Perform chemical stabilization work (including the curing period) when the air temperature is 40 °F or above and when the soil is not frozen. Do not perform this work during wet or unsuitable weather. Where phasing for

maintenance of traffic uses part width stabilization of the subgrade, ensure that the required chemical spreading rate, mixing depth, and compaction are provided at the interface between adjacent phases.

- D) Spreading – Shape the subgrade to the approximate profile grade prior to spreading the chemical so as to permit the construction of a uniformly compacted course of chemically treated soil to the thickness shown on the plans. The addition of the chemical will raise the subgrade profile approximately 1 inch (25 mm). Remove this excess material during the fine grading.

If the pay item for Mixture Design for Chemically Stabilized Soils is not included in the Contract Documents, use the following spreading percentage rate for the specified chemical. The percentage is based on a dry density for soil of 115 pounds per cubic foot (1840 kg/m<sup>3</sup>): 5% spreading rate for Cement.

Spread the chemical uniformly on the subgrade using a mechanical spreader at the approved rate and at a constant slow rate of speed.

- E) Mixing – **Putnam County requires a minimum of two mixings: Initial mixing and chemical/water mixing.**

Immediately after spreading the chemical, mix the soil and chemical as follows:

Cement: Mix the chemical and soil using a power driven transverse type mixer equipped with a computer controlled volumetric water readout. Continue mixing until the cement is thoroughly incorporated into the soil and is a uniform color. Do not water during the initial mixing.

Perform the initial mixing so that 60 percent of the soil mixture passes the No. 4 sieve (4.75 mm) and 100 percent passes the 1 inch sieve (25mm), exclusive of aggregate larger than the No. 4 sieve (4.75 mm) size.

After the initial mixing, remix the soil and introduce water through the mixer to bring the mixed material to between 2 and 4 percent above optimum moisture.

Uniformly distribute the water in sufficient quantity to hydrate the cement.

If the chemical and soil can be mixed to the required gradation and the water can be added to bring the soil mixture to the required moisture content in one mixing, then only one mixing of the soil, water and chemical is required.

Restrict the addition of water when the moisture content of the soil exceeds 3 percent above optimum moisture. Add water to the mixed soil within 2 hours after the initial mixing.

Once the water is added to the mixture, complete the mixing, compacting, and shaping within 2 hours from start to finish.

F) Compacting – Start compaction no more than 30 minutes after the final mixing.

~~G) Curing — By the end of each day's operation, cover the stabilized work area's surface with curing coat for curing the chemically stabilized subgrade. Use a rate of 1 gallon per 30 square feet (1.36 liters per square meter) for emulsions. Apply the curing coat before the surface dries. If the surface starts to dry out, indicated by turning white, or the curing coat is delayed, apply water for temporary curing until the curing coat can be applied. Do not apply the curing coat unless the curing coat can set up before it rains. When the application of curing coat must be delayed, keep the chemically stabilized subgrade wet by using water until the curing coat can be applied.~~

~~Cure the chemically stabilized subgrade for at least five days before the placement of the overlying course. **(Putnam County does not require this process.)**~~

H) Protection – Do not operate any equipment on the chemically stabilized subgrade during the curing period. Do not allow the chemically stabilized subgrade to freeze during the cure period. Cover the completed chemically stabilized subgrade with the aggregate base within 60 calendar days.

## **VI. PROPOSAL FORMS**

### **BIDDER QUALIFICATIONS**

Bidders must be pre-qualified as required by item I. (4) of the Instructions to Bidders.

In addition, each Bidder shall provide the Bidder Qualification information required by the following form. In lieu of completing the attached tables, a Bidder may attach hereto a listing of the required information, with the word "attached" printed in affected table.

Do you intend to sublet any portions of the work? \_\_\_\_ If so, please complete the following:

NAME OF SUBCONTRACTOR	AMOUNT OF SUBCONTRACT	ITEMS OF WORK

List below any equipment you own, which is available for the proposed work.

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

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List equipment which you intend to purchase or rent for use on the proposed Work:

Quantity	Item	Description, Size, Capacity, Etc.	Purchase or Rent	Approx. Cost

List all incomplete Contracts and Subcontracts on hand:

Date	Owner and Location	Value of Contract	Type of Work	Required Date of Completion

(Use back of sheet if necessary.)

List projects of this type of work you have completed in this County in the past three years.

Owner and Location	Amount of Contract	Type of Work Done	Date



List the largest performance bonds you have obtained in the past three years.

Date	Owner and Location	Amount of Bond	Type of Work Done	Required Date of Completion

Are there any outstanding liens against you or your projects? \_\_\_\_\_

If answer is yes to any of the above, please furnish details. (If there is insufficient space on this page, attach additional sheets.)

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### **AFFIRMATION OF BIDDER QUALIFICATIONS FORM**

I, the undersigned, hereby affirm that I am an officer or sole proprietor of the Bidder identified below, that I am duly authorized by said Bidder to execute this document, and that the answers given on the Bidder Qualifications forms are complete and true.

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

Bidder: \_\_\_\_\_

(Signed) \_\_\_\_\_

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

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

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS  
FOR SERVICE AND SUPPLY CONTRACTS**

**EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in the Certificate, the terms "contract" and "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services.

This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this Certificate is in effect. The undersigned Bidder certifies the following to the Townships:

A. **REPORTS:** Within thirty (30) days after the Townships' award to the Bidder of any contract, and prior to each March 31 thereafter, during the performance of work under said contract, the Bidder shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Identification Report EEO-1" in accordance with instructions contained therein, unless the Bidder has either filed such report with the Townships within twelve (12) months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. **PRIOR REPORTS:** The Bidder, if it has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 or Executive Order No. 10925, or the clause contained in Section 201 if the Executive Order No. 11114, has filed all required compliance reports. The Bidder shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not otherwise exempt from the Equal Employment Opportunity clause.

C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause in this Certificate. As used in the certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. The Bidder further agrees that (except where it has obtained certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to award of any subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed

subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:** A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not otherwise exempt from the provisions of the Equal Employment Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any contract in the amount of \$50,000.00 or more from the County, Bidder, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Bidder will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible to EEO compliance as provided in Executive Order 11246 and implementing regulations Title 41, Chapter 60-4.2, 60-4.3 (Equal Employment Opportunity Clause & Notification of Standard Specifications), 60-250, and 60-741, when applicable.

F. Bidder certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

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

Bidder:\_\_\_\_\_

(Signed)\_\_\_\_\_

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

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

**DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY**

**OHIO REVISED CODE 5719.04**

I, the undersigned, hereby affirm that the bidder identified below IS/IS NOT  
(please circle the one that applies) charged at the time of submitting this Bid with any  
delinquent personal property taxes on the general tax list of personal property of the  
County.

**COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:**

The amount of any such due and unpaid delinquent tax and any due and unpaid  
penalties and interest is \$\_\_\_\_\_.

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

Bidder:\_\_\_\_\_

(Signed)\_\_\_\_\_

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

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

STATE OF OHIO \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, a Notary Public, in and for said County, personally appeared the person  
identified above, who did sign this document after first affirming that the execution of this  
document was an authorized act on behalf of the above Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF BIDDER  
UNRESOLVED FINDINGS OF RECOVERY  
WITH AUDITOR OF STATE  
ORC 9.24 & 9.241**

I, the undersigned, hereby affirm that the Bidder identified below:

**CHECK & COMPLETE ONLY ONE**

☐ has no unresolved findings of recovery with the State of Ohio Auditor, as defined by;  
ORC 9.24 & 9.241

☐ has the following unresolved findings of recovery with the State of Ohio Auditor, as  
Defined by ORC 9.24 & 9.241:

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

Bidder:\_\_\_\_\_

(Signed)\_\_\_\_\_

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

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

## **HOLD HARMLESS CLAUSE**

Putnam County, Ohio

**INDEMNITY:** To the maximum extent allowed by Ohio law, the Contractor shall defend, indemnify, and hold harmless the Townships and the Owner (i.e.: county, township, and/or municipality), if applicable, (hereinafter: the indemnified parties), and all of their elected and appointed officials, together with all their employees and agents from any and all claims, demands, causes of action, judgments, liens, penalties, costs, and expenses (including attorney fees and expenses) of any kind, including claims for bodily injury, illness, death, property damage, or loss of use, which may at any time be imposed upon, incurred by, or asserted against the indemnified parties as a result of any action of the Contractor, its officers, employees, invitees, or agents arising out of or in consequence of this Agreement, including, but not limited to: 1.) The performance or non-performance of the work or any obligation under this Agreement; 2.) The common law or any legislation, regulation or order including environmental laws, rules, and orders; or 3.) Negligence including any passive negligence of the indemnified parties. This indemnification shall survive any termination of this Agreement and is not limited by the Contractor's insurance coverage. In order to effectuate and facilitate the indemnification of the indemnified parties, Contractor does hereby waive any and all employer immunity provided by the workmen's compensation law under Section 35, Article II, of the Ohio Constitution. At the option of the indemnified parties, Contractor shall provide the indemnified parties with legal counsel, and shall further bear all costs and expenses including attorney fees in the defense of any suit arising hereunder. Additionally, Contractor shall repair or pay for the repair of any damage to the indemnified parties' property caused by the Contractor or its officers, employees, invitees, or agents.

**INSURANCE:** Contractor at its sole cost and expense shall furnish and keep in full force and effect during the time this Contract is in effect sufficient insurance to protect the indemnified parties from any claim arising from the Contractor's conduct as a result of this Agreement, including: workers' compensation coverage in compliance with State law; comprehensive general and motor vehicle liability insurance (including coverage for owned, non-owned or hired vehicles) with broad form property damage coverage with limits of at least \$1,000,000.00 for bodily injury or death per occurrence and \$1,000,000.00 aggregate, \$1,000,000.00 property damage per occurrence and \$1,000,000.00 aggregate (or a reasonable equivalent expressly accepted by the indemnified parties), plus loss insurance for the equipment used. If the above insurance sums are blank, Contractor shall provide insurance as specified. Such liability insurance policies shall insure the contractual liability assumed hereunder, shall name the indemnified parties as additional insured parties for all work under this Contract, and shall provide that such insurance is primary to any other of indemnified parties' liability insurance. Prior to commencing any work, Contractor shall furnish the indemnified parties with proof of such insurance with companies acceptable to the indemnified parties.

## **OHIO WORKERS' COMPENSATION COVERAGE**

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

The Contractor must immediately notify the Townships, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the Townships, in writing, if its or any of its subcontractor's workers' compensation policies are cancelled, terminated, or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract, which may result in the Contractor being removed from the Project, withholding of pay estimates and/or termination of the Contract.

## NON-COLLUSION AFFIDAVIT

### TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)  
)§  
)

\_\_\_\_\_, being first duly sworn, deposes and says that he is  
\_\_\_\_\_(sole owner, a partner, president, secretary, etc.)  
of \_\_\_\_\_ (company name).

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor that of any other bidder, nor to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged any information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid expository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

(Signed)\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



## NON-COLLUSION AFFIDAVIT

### TO BE EXECUTED BY EACH "AWARDEE" OF A SUBCONTRACT

)  
)§  
)

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ (company name) the party submitting a bid for a subcontract covering \_\_\_\_\_ (nature of the subcontract) that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of a said bidder or of any other advantage against the principal contractor or anyone interested in the proposed subcontract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged any information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid expository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

The provisions of the affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

(Signed) \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**BID GUARANTY AND CONTRACT BOND**  
**(Section 153.571 Ohio Revised Code)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, (Name & Address) as  
Principal, and \_\_\_\_\_ (Name) as  
Sureties, are hereby held and firmly bound unto the PUTNAM COUNTY TOWNSHIP  
TRUSTEES, hereinafter called the Obligee, in the penal sum of the dollar amount of the  
bid submitted by the Principal to the Owner on **Wednesday, June 25, 2025** to undertake  
the project known as **2025 Putnam County Township Trustees OPWC Road  
Maintenance**.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the  
Obligee, incorporating any additive or deductive alternate proposals made by the  
Principal on the date referred to above to the Obligee, which are accepted by the  
Obligee. In no case shall the penal sum exceed the amount of:  
\_\_\_\_\_ dollars (\$\_\_\_\_\_). (If 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.) For the payment of the penal sum will and truly be made,  
we hereby jointly and severally bind our heirs, our executors, administrators, successors,  
assigns and ourselves.

THIS CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above  
named Principal has submitted a bid to 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, detailed specifications and  
bills of material; and in the event the Principal pays to the Obligee the difference not to  
exceed ten percent (10%) 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 pays to the Obligee the difference not to exceed ten percent (10%) of the  
penalty hereof between the amount specified in the bid, or the costs in connecting with  
the resubmission, of printing new contract documents, required advertising, and printing  
and mailing notices to prospective bidders, whichever is less, then this obligation shall  
be null and void, otherwise to remain in full force and effect; if the Obligee accepts the  
bid of the Principal and the Principal within ten (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.

Now also, if the said Principal shall well and faithfully do and perform the things agreed  
to be done and performed according to the terms of said contract; and shall pay all  
lawful claims of subcontractors, material men, and laborers, for labor performed and  
material 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 material man  
or laborer having a just claim, as well as for the Obligee herein; then this obligation shall  
be void; 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 above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio, to execute the above bond and that the liability incurred is within the limits prescribed by Section 3929.121 of the Ohio Revised Code.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal:**

\_\_\_\_\_  
Signature

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

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

**Surety:**

**Surety Company:**

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

Address:\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_  
Attorney-in-fact

**Surety Agent:**

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

Address:\_\_\_\_\_

\_\_\_\_\_

## **VII. PROPOSAL**

Ottawa, Ohio, \_\_\_\_\_, 20\_\_\_\_

### **To the Putnam County Township Trustees:**

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

### **DESCRIPTION OF THE IMPROVEMENT**

#### **2025 Putnam County Township Trustees OPWC Road Maintenance**

The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the Townships, as full payment for completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the Townships.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by: **June 30, 2026**. Bidder further agrees to pay as liquidated damages, per ODOT Item 108.07, ODOT specifications latest editions and as provided in Section II. (7) of these documents.

The Bidder hereby agrees that the Putnam County Township Trustees have the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the Putnam County Township Trustees. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the Townships, to the extent allowed by law.

Bidder acknowledges receipt of the following addendum:

---

Bidder (full name): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Bidder's mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Attch: Bid Guarantee or Bond  
Bid Prices (completed unit & lump sum price list)  
Supplemental Bidder Qualification Forms (if any)  
Equal Opportunity Compliance Certificate  
Declaration: Personal Property Tax Delinquency  
Certificate: Unresolved Findings of Recovery  
Release of Liens

## 2025 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

### Road Listing & Description

#### PROPOSAL A Hot Mix Asphalt Overlays

Township	Road	Location	Length	Width	Thickness	Description	Tack or Choke	Tons Asphalt	Berm Stone	Constr. Joints
Blanchard	H-5	From TR 5-H to SR 65	0.75	11.0	2.00	Item #441 Hot Mix Asphalt	242	538	71	2
Greensburg	13-I	From CR J to TR I	1.00	16.0	2.00	Item #441 Hot Mix Asphalt	470	1,042	0	2
Jennings	R	From SR 634 to SR 189	1.25	18.0	1.50	Item #441 Hot Mix Asphalt	660	1,099	0	2
Monroe	C-20	From SR 634 to stone road	0.31	12.3	2.00	Item #441 Hot Mix Asphalt	112	249	29	2
Monterey	24-M	From 13478, north to TR M	0.50	14.0	2.00	Item #405 <b>Cold Mix</b>	21	349	0	2
Ottawa	H	From CR 10 to TR 11	1.00	21.0	1.50	Item #441 Hot Mix Asphalt	616	1368	0	2
Palmer	E	From CR 18, east for half a mile	0.50	12.5	2.00	Item #441 Hot Mix Asphalt	184	407	0	2
Perry	G-24	From CR 24 to TR 25	1.00	10.5	1.50	Item #441 Hot Mix Asphalt	308	513	0	2
Pleasant	10-L	From TR M-10 to CR M	1.30	15.5	1.50	Item #441 Hot Mix Asphalt	592	978	0	2
Riley	R	From SR 696, east to bridge	0.55	18.0	1.50	Item #441 Hot Mix Asphalt	291	484	0	2
Sugar Creek	19	From SR 189 to existing new pavement to the north	0.07	17.5	1.50	Item #441 Hot Mix Asphalt	36	60	0	2
	19	From CR 18-S to existing new pavement to the south	0.28	17.5	1.50	Item #441 Hot Mix Asphalt	144	240	0	2
<b>Total Miles</b>			<b>8.51</b>			<b>Totals</b>	<b>3,676</b>	<b>7,327</b>	<b>101</b>	<b>24</b>
<b>Total Tack</b>			<b>3,655</b>	<b>Gals.</b>		<b>Total Hot Mix Asphalt</b>	<b>6,978</b>	<b>Tons</b>		
<b>Total #9 Choke</b>			<b>21</b>	<b>Tons</b>		<b>Total Cold Mix Asphalt</b>	<b>349</b>	<b>Tons</b>		

#### Spot Repairs, Reconstruction & Pavement Planing

Township	Road	Location	Length	Width	Depth	Description	Qty.	Unit
Greensburg	13-I	From CR J to TR I	1.00	16.0		Grind old surface	9,387	SY

<b>Total CY Excavation</b>	<b>0</b>	<b>CY</b>	<b>Total #441 Surface Asphalt</b>	<b>6,978</b>	<b>Tons</b>
<b>Total Berm Stone</b>	<b>101</b>	<b>Tons</b>	<b>Total #441 Leveling Asphalt</b>	<b>0</b>	<b>Tons</b>
<b>Total Pavement Planing</b>	<b>9,387</b>	<b>SY</b>	<b>Total Pavement Repairs</b>	<b>0</b>	<b>SY</b>

## 2025 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

### PROPOSAL B - Chip Seals

Township	Road	Location	Length	Width	Stone Size & Rate	#8 or #9 Tons Stone	RS-2P Gals. Emulsion
Jackson	23-M	From CR N to TR M  (double chip seal with prime to be completed after cement stabilization)	1.00	12.0	Double #8 Stone - 0.42 gal/25 lb.	176	5,914
Liberty	9-D	From SR 109 to CR D	1.00	16.0	#8 Stone - 0.42 gal/25 lb.	118	3,943
	10	From TR X to CR D	0.50	16.0	#8 Stone - 0.42 gal/25 lb.	59	1,972
Ottawa	G	From TR 7-D, west to end of Twp maint.	0.80	16.0	#8 Stone - 0.42 gal/25 lb.	94	3,154
Union	17-N	From 14406 to CR P	1.90	13.0	#8 Stone - 0.42 gal/25 lb.	182	6,087
	Q	From CR 18 to TR 17-N	0.35	12.0	#8 Stone - 0.42 gal/25 lb.	31	1,035
Van Buren	B	From TR 3 to Belmore Corp. limit	0.87	15.0	#8 Stone - 0.42 gal/25 lb.	96	3,216
	3	From TR D to CR E	1.00	12.0	#8 Stone - 0.42 gal/25 lb.	88	2,957
	F	From TR 4 to CR 5	1.00	18.0	#8 Stone - 0.42 gal/25 lb.	132	4,436
Total Chip Seal Miles			8.42			Total Stone	Total Emulsion
TOTAL CHIP SEAL PROGRAM						976	32,714
#9 Stone			0	Tons			Tons
#8 Stone			976	Tons			Gals.
Blend			0	Tons			

## 2025 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

### Pavement Repairs, Fog Seals & Prime Coats

Township	Road	Location	Length	Width	Application Rate / Description		Qty.	Unit
Jackson	23-M	From CR N to TR M	1.00	12.0	0.35 gal/sy	Prime Coat	2,464	Gal
Liberty	9-D	From SR 109 to CR D	1.00	16.0	0.12 gal/sy	QF-40 Fog Seal	1,127	Gal
	10	From TR X to CR D	0.50	16.0	0.12 gal/sy	QF-40 Fog Seal	564	Gal
Ottawa	G	From TR 7-D, west to end of Twp maint.	0.80	16.0	0.12 gal/sy	QF-40 Fog Seal	902	Gal
Union	17-N	From 14406 to CR P	1.90	13.0	0.12 gal/sy	QF-40 Fog Seal	1,739	Gal
	Q	From CR 18 to TR 17-N	0.35	12.0	0.12 gal/sy	QF-40 Fog Seal	296	Gal
Van Buren	B	From TR 3 to Belmore Corp. limit	0.87	15.0	0.12 gal/sy	QF-40 Fog Seal	919	Gal
	3	From TR D to CR E	1.00	12.0	0.12 gal/sy	QF-40 Fog Seal	845	Gal
	F	From TR 4 to CR 5	1.00	18.0	0.12 gal/sy	QF-40 Fog Seal	1,268	Gal
Total Fog Seal Miles			7.42	TOTAL FOG SEAL PROGRAM		7,660	Gal	
				Total Pavement Planing		0	SY	
				Prime Coat		2,464	Gal	

# 2025 PUTNAM COUNTY TOWNSHIP ROAD PROGRAM

## Road Listing & Description

### PROPOSAL C Cement Stabilization

Township	Road	Location	Length	Width	Depth	Description	Qty.	Unit	Cement	Unit
Jackson	23-M	From CR N to TR M	1.00	12.0	12.0	Cement Stabilized Subgrade (double chip seal with prime coat to be completed after cement stabilization)	7,040	SY	176	Ton
Total Miles			1.00				7,040	SY	176	Ton

**Note:** Cement, As Per Plan: Based on 50 lbs./SY, but quantity subject to adjustment based on a Mix Design for Chemically Stabilized Soils.



**2025**  
**Putnam County Townships - Round 39**  
**Road Maintenance Bid Form**  
**Proposal A**

**Engineer's Estimate: \$909,765.00**

<u>Bid Item</u>	<u>Item Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u> <u>Material</u>	<u>Unit Price</u> <u>Labor</u>	<u>Estimated</u> <u>Unit Price</u>	<u>Total Price</u>
441	Asphalt Concrete Surface Course, Type 1 (449), PG 64-22, As Per Plan	6,978	Ton	\$	\$	\$	\$
407	Tack Coat (SS-1 0.10 gal/SY)	3,655	Gal	\$	\$	\$	\$
405	Cold Mix Asphalt (CM-90)	349	Ton	\$	\$	\$	\$
405	#9 Stone Choke for Cold Mix (10 lb./SY)	21	Ton	\$	\$	\$	\$
411	Stabilized Crushed Aggregate (Berm), As Per Plan	101	Ton	\$	\$	\$	\$
254	Pavement Planing	9,387	SY	\$	\$	\$	\$
SPEC	Formed Construction Joint	24	Ea.	\$	\$	\$	\$
624	Mobilization	11	Ea.	\$	\$	\$	\$
614	Maintaining Traffic	11	Ea.	\$	\$	\$	\$

**Contractor's Name:** \_\_\_\_\_

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

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

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

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

**2025**  
**Putnam County Townships - Round 39**  
**Road Maintenance Bid Form**  
**Proposal B**

**Engineer's Estimate: \$202,490.00**

<u>Bid Item</u>	<u>Item Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u> <u>Material</u>	<u>Unit Price</u> <u>Labor</u>	<u>Estimated</u> <u>Unit Price</u>	<u>Total Price</u>
422	Chip Seal Asphalt Emulsion - HFRS-2P	32,714	Gal	\$	\$	\$	\$
422	Chip Seal Aggregate Cover # 8 Stone	976	Ton	\$	\$	\$	\$
408	Prime Coat (0.35 gal/SY)	2,464	Gal	\$	\$	\$	\$
SPEC	Fog Seal (QF-40, 0.12 gal/SY)	7,660	Gal	\$	\$	\$	\$
624	Mobilization	5	Ea.	\$	\$	\$	\$
614	Maintaining Traffic	5	Ea.	\$	\$	\$	\$

**Contractor's Name:** \_\_\_\_\_

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

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

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

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

**2025**  
**Putnam County Townships - Round 39**  
**Road Maintenance Bid Form**  
**Proposal C**

**Engineer's Estimate: \$69,680.00**

<u>Bid Item</u>	<u>Item Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u> <u>Material</u>	<u>Unit Price</u> <u>Labor</u>	<u>Estimated</u> <u>Unit Price</u>	<u>Total Price</u>
206	Cement Stabilized Subgrade, depth as specified	7,040	SY	\$	\$	\$	\$
206	Cement, As Per Plan	176	Ton	\$	\$	\$	\$
624	Mobilization	1	Ea.	\$	\$	\$	\$
614	Maintaining Traffic	1	Ea.	\$	\$	\$	\$

**Contractor's Name:** \_\_\_\_\_

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

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

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

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

## **VIII. ARTICLES OF AGREEMENT**

This Agreement is made and entered into by the Townships, acting by and through the Blanchard Township Trustees, and the Contractor identified below, hereinafter called the Contractor.

### **WITNESSETH:**

The Contractor, for and in consideration of certain payments to be made as specified herein, hereby covenants and agrees to perform and execute all provisions of its Proposal for construction of the subject public improvement, including fulfillment of the requirements of the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, and to be governed by the provisions contained therein, setting forth duties, relations and obligations of the Townships, Contractor and the Surety, which are hereto attached and made a part hereof, and agrees to fully and completely perform the Work described hereby in a manner to achieve completion thereof by or before the completion date of: **June 30, 2026.**

In consideration of the performance by the Contractor of the covenants and agreements as herein set forth, the Townships hereby covenant and agree to pay the Contractor according to the schedule of rates and prices set forth in the attached Proposal of said Contractor, and at the time and in the manner hereinafter set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands effective this \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2025.

### **TOWNSHIP TRUSTEES**

\_\_\_\_\_  
CONTRACTOR (full name)

\_\_\_\_\_  
(Signature)  
Blanchard Township

\_\_\_\_\_  
(Signature)  
Contractor

\_\_\_\_\_  
(Printed Name)  
Title: Chairman, Blanchard Twp.

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Mailing Address)

Approved on Townships' behalf as to form:

By: \_\_\_\_\_  
For: Prosecuting Attorney

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

Putnam County Townships  
NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:

**2025 Putnam County Township Trustees OPWC Road Maintenance**

The OWNER has considered the BID submitted by you on Wednesday, June 25, 2025 for the above-described WORK in response to its Advertisement for BIDS and Information for BIDDERS. You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_).

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

If you fail to execute said Agreement and to furnish said BOND within five (5) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated the \_\_\_\_\_ day of July, 2025.

OWNER

CONTRACTOR

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

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

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

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

Title: Chairman, Blanchard Township

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

**Putnam County Townships**  
NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT DESCRIPTION:  
**2025 Putnam County Township Trustees OPWC Road Maintenance**

You are hereby notified to commence WORK in accordance with the Agreement dated July \_\_\_\_, 2025, and you are to substantially complete the WORK by June 12, 2026, and fully complete all WORK by June 30, 2026. The date of completion of all WORK is therefore **June 30, 2026.**

OWNER

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Blanchard Twp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor Hwy 3

Change # : LCN01-2025ibLocalHwy3

Craft : Laborer Group 1 Effective Date : 05/21/2025 Last Posted : 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.75
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	Percent											
0-1000 hrs	80.00	\$29.82	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	85.00	\$31.68	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	90.00	\$33.54	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	95.00	\$35.41	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	100.00	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00

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

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

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

ADAMS, ALLEN, ASHLAND, ATHENS,  
AUGLAIZE, BELMONT, BROWN, BUTLER,  
CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,

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

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

**Details :**

**Group 1**

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

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

**Group 2**

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator,



Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C)

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

### Group 3

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

### Group 4

Miner, Welder, Guniting Nozzle Person

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

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

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor Local 329

Change # : LCN01-2025ibLoc329

Craft : Laborer Effective Date : 05/21/2025 Last Posted : 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$34.18		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.28	\$65.37
Group 2	\$34.33		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.43	\$65.60
Group 3	\$34.48		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.58	\$65.82
Group 4	\$34.68		\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.78	\$66.12
Apprentice	Percent											
0-1000 hrs	80.00	\$27.34	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$41.44	\$55.12
1001-2000 hrs	85.00	\$29.05	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$43.15	\$57.68
2001-3000 hrs	90.00	\$30.76	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$44.86	\$60.24
3001-4,000	95.00	\$32.47	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$46.57	\$62.81
More than 4000 Hours	100.00	\$34.18	\$8.60	\$4.45	\$0.40	\$0.00	\$0.50	\$0.00	\$0.15	\$0.00	\$48.28	\$65.37

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

**Ratio :**

1 Journeyman to 1 Apprentice then  
4 to 1 thereafter per project

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

ALLEN, AUGLAIZE, MERCER, PAULDING,  
PUTNAM, SHELBY, VAN WERT

**Special Jurisdictional Note :**

**Details :**

Group 1

Building Laborer, Carpenter Tender, Flagman, Signal Man, Rigging/Hooking/unhooking of construction material, utility construction laborer, guardrail erector, fence installer, landscape laborer, laser beam set-up man, grade checker, power wheelbarrow or power buggy, removal of asbestos, hazardous waste (Levels C & D), drinking water supplier, warehouse/tool man, safety man, confined space/hole watch attendant, fire watch, parking attendant, watchman, time/bookkeeper.

#### Group 2

Vibrators, Cement Finisher Helper, cement Raker, pump hose nozzle man, Asphalt Raker, Tamper & Packer, Pump Man Under 4", Discharge, Caisson, Cofferdam, Tunnel, Spiker Railroad (By Hand), Pot Tender, Torch Man, Demolition, All Machine Driven Tools (Gas, Electric, Air).

#### Group 3

Plaster Tender, Mortar Mixer, Cylinder, Shaft, Sewer, Water Conduit, Gas, Oil, Pipeline, Except Mainlines, Sewer Bottom Man, Sewer Pipe Layer, Manhole Builder, Blaster Helper, air track/Wagon Drill Helper, Jack Hammer, Gunnite Operator, Mucker (Tunnel & Caisson) Free Air, Miner, Sand Blaster, Blaster-Powder Man, Wagon drill/Operator, The removal of Lead or Toxic and Hazardous Waste materials (Level A & B).

#### Group 4

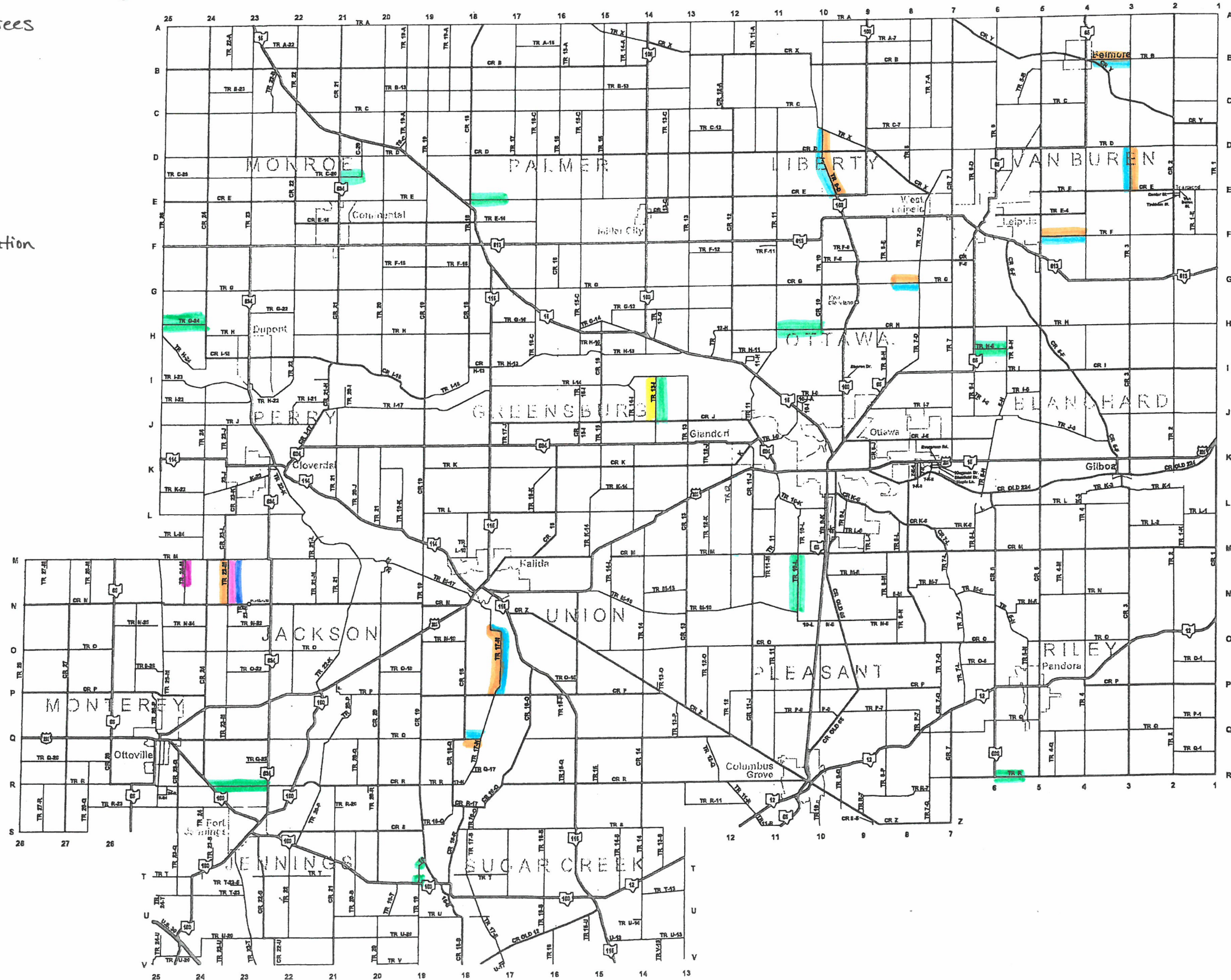
Mason Tender, scaffold builder, truck driver with CDL, welder, skid loader, forklift operator and man lifts.



2025 OPWC Road Maintenance  
Township Trustees

# PUTNAM COUNTY, OHIO

- = Hot Mix Asphalt
- = Cold Mix Asphalt
- = Pavement Planing
- = Chip Seal
- = Fog Seal
- = Cement Stabilization
- = Prime Coat



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2025ibLoc18hevhwylI

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Class A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete	\$47.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54



Pump 250' and Ove												
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mech Trainee												
1st year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

**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 68 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.**

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 Insert/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: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957  
- Bldg & Hwy Class 1

Change # : LCN01-2025ibBldgHwy

Craft : Truck Driver Effective Date : 05/28/2025 Last Posted : 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	Percent											
First 6 months	80.00	\$27.41	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	85.00	\$29.12	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	90.00	\$30.83	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	95.00	\$32.55	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	100.00	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

Special Calculation Note :

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 :**

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957  
- Bldg & Hwy Class 2

Change # : LCN01-2025ibBldgHwy

Craft : Truck Driver Effective Date : 05/28/2025 Last Posted : 05/28/2025

	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	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	Percent											
First 6 months	80.00	\$28.21	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	85.00	\$29.97	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	90.00	\$31.73	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	95.00	\$33.50	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	100.00	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

**Special Calculation Note :**

**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 :**

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

# Prevailing Wage Rate

## Skilled Crafts

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

Change # : LCN01-2025ibLoc18zone3

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Group A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete	\$47.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54



Pumps 249' and over												
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mechanic Trainee												
1st Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

**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 77, 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.

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 sheepfoot 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