

BID PROPOSAL PACKAGE

HOC-CR 174-00.30

PID 112312

EDGE Goal: **5%**



HOCKING COUNTY ENGINEER

1286 CALIFORNIA AVENUE, LOGAN OH 43138

(740) 385-8543

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LEGAL NOTICE

Sealed proposals will be received at the office of the Hocking County Commissioners, Hocking County Courthouse, 1 East Main Street, Logan, Ohio 43138, until 9:30 A.M. on December 11, 2025, for the furnishing of all labor, materials, and equipment necessary to complete the project known as **HOC-CR 174-00.30**, then at said time and place, publicly opened and read aloud.

Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Hocking County Engineer, 1286 California Avenue, Logan, Ohio 43138, or the Hocking County Engineer's website: www.hockingcountyengineer.com

Each bidder is required to furnish with its proposal, a Bid Bond in accordance with ORC 153.54(B) for the full amount of the bid, or a certified check or cashier's check in accordance with ORC 153.54(C) in the amount of ten (10%) percent of the bid amount. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Both Hocking County Commissioners and ODOT shall be named as bond obligees.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. Bidders must be prequalified through ODOT.

This project has an EDGE goal of **5%**

All contractors and subcontractors involved with the project will to the extent practicable, use OHIO products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Hocking County, Ohio as determined by the Ohio Department of Industrial Relations.

The Hocking County Commissioners reserve the right to waive irregularities and to reject any or all bids.

HOCKING COUNTY COMMISSIONERS

Advertisement Date:
November 13, 2025
November 20, 2025

Clerk, Hocking County Commissioners

INFORMATION TO BIDDERS

1. **Receipt and Opening of Bids:** The Hocking County Commissioners (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Hocking County Commissioners, County Courthouse, 1 E. Main Street, Logan OH 43138 until 9:30 am local time, December 11, 2025, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Hocking County Commissioners and designated on the outside as **“Bid for HOC-CR 174-00.30”**
2. **Preparation of Bid:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. Each proposal shall contain the bidder’s signature in full, followed by the printed post office address of the bidder. Such address is the one to which notice of the award of the Contract may be mailed or delivered. When the bidder is a firm, the agent signing the firm’s name shall also state the names of the individuals composing the firm. If the bidder is a corporation, the person signing for the corporation shall state under the laws of which State the corporation is chartered.
3. **Enumeration of the Plans and Specifications:**
 - a. The following plans form a part of the contract documents:
 - i. Plan Sheets numbered 1 through 28
 - b. The current State of Ohio Department of Transportation’s “Construction and Material Specifications,” as amended to date. The General Provisions contained therein are hereby made a part of the contract documents unless specifically modified in the contract documents or on the plans.
 - c. The contract documents also include the following:
 - i. Advertisement for Bids
 - ii. Information to Bidders
 - iii. Special Conditions
 - iv. Bid and Bid Bond
 - v. Contract and Performance-Payment Bond
 - vi. General Notes
 - vii. Wage Rates
 - viii. General Conditions
 - ix. Supplementary Conditions
4. **Qualification of Bids:** The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for the purpose as the Owner may request. The

Owner reserves the right to reject any bid if the evidence submitted by, or investigation, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; to waive informalities; and to accept any bid which is deemed most favorable. Conditional bids will not be accepted.

5. **Bid Security:** Each bid must be accompanied by either a Bid Bond in an amount equal to 10% of bid, or an Ohio Revised Code section 125.571 Bid and Performance Payment Bond in an amount equal to 100% of the bid, on the forms attached herein, or a cashier's check or certified check to be duly executed by the bidder as principal and having as surety thereon, a surety company approved by the Owner in the amount of 10% of the bid. Such check or bonds will be returned to all except the three lowest bidders within five days of opening of bids, and the remaining checks and bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the day of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

NOTE: Both Hocking County Commissioners and ODOT shall be named as bond obligees.

6. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
7. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before **October 31, 2026**. Liquidated damages shall be assessed in accordance with section 108.07 of the Construction and Material Specifications for each calendar day beyond the completion date, unless both the Contractor and the County Engineer agree to a time extension and waiver of the liquidated damages due to unforeseen circumstances.
8. **Conditions of Work:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing either by email to engineer@hocking.oh.gov, or addressed to the Hocking County Engineer, 1286 California Avenue, Logan OH 43138, and to be given consideration must be received at least five

days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to website of the Hocking County Engineer www.hockingcountyengineer.com not later than 72 hours prior to the date fixed for the opening of bids, excluding Saturdays, Sundays and legal holidays. Any addendum issued within 72 hours of the published time for opening of bids shall provide for extending the time for opening of bids one week to permit necessary modifications in the Contractor's proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. **Security for Faithful Performance:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
11. **Contractor Liability Insurance:** Contractors shall carry Liability Insurance no less than the amount specified in ODOT Construction & Material Specification section 107.12.
12. **Power of Attorney:** Attorney-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
13. **Notice of Special Conditions:** Attention is particularly called to those parts of the contract documents following "Information to Bidders" which deal with the following:
 - a. ODOT and Federal Bid Requirements (included as Appendix A)
 - b. Hocking County Dispute Resolution and Administrative Claims Process (included as Appendix B)
14. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
15. **Method of Award – Lowest Qualified Bidder:** If at the time this contract is to be awarded, the lowest qualified bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded at the Owner's option. If such bid exceeds such amount, the Owner may reject all bids.
16. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

17. **Non-collusion Affidavit:** Each bid must be accompanied by a completely executed Non-Collusion Affidavit. The affidavit shall be on the form enclosed herewith, signed by the bidder and notarized.
18. **Nondiscrimination:** The Contractor agrees that in the hiring of employees for work under this contract or any subcontract, neither he nor any subcontractor or any person acting on his behalf shall, by reason of race, creed, sex, handicap, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. That neither he nor any subcontractor or any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap or color. That, in the event of any violation by the Contractor or any subcontractor or any persons acting on the Contractor's behalf, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract shall be deducted from the amount payable to the Contractor under this contract for this first violation of this section, and that the contract shall be cancelled and all money to become due under the contract may be forfeited for a second or subsequent violation of this section of the contract.
19. **Bids in Excess of Estimate:** No contract for the project shall be entered into if the total bid price of the project, or, if the project involves multiple contracts where the total bid price of all contracts including all changes and estimates of expenses for architects and engineers is in excess of ten percent (10%) above the entire estimate thereof. The estimated construction cost is **\$882,431**.
20. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap or age, and will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap or age. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, 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 setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, handicap or age. The contractor will incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

21. **Ohio Products:** The Contractor shall, to the extent practicable, use and shall cause all of his subcontractors to use Ohio products, materials, services and labor in connection with this project.
22. **Documents to be Executed as Part of Bid Package:** The following listed documents shall be executed as part of the bid package:
- a. Bid for Unit Price Contract
 - b. Bid Bond or Bid and Performance Bond or as otherwise stated in Item 5 “Bid Security” in the Information to Bidders
 - c. Non-collusion Affidavit
 - d. EEO Certification
 - e. Delinquent Property Tax Certification
 - f. Campaign Contributions Certification
 - g. Experience Record

BID FOR UNIT PRICE CONTRACT

HOC-CR 174-00.30

PID 112312

LETTING: December 11, 2025

EDGE Goal: 5%

Submitted by: _____

Address: _____

Street	City	State	Zip
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Submit to Hocking County Commissioners, 1 E. Main St, Logan OH 43138

LINE	ITEM	EXT	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
	ROADWAY						
1	201	11000	CLEARING AND GRUBBING		LS		
2	202	23000	PAVEMENT REMOVED	SY	543		
3	202	38000	GUARDRAIL REMOVED	FT	325		
4	203	10000	EXCAVATION	CY	216		
5	203	20000	EMBANKMENT	CY	26		
6	204	10000	SUBGRADE COMPACTION	SY	782		
7	204	45000	PROOF ROLLING	HOURL	1		
8	606	15050	GUARDRAIL, TYPE MGS	FT	137.5		
9	606	15100	GUARDRAIL, TYPE MGS WITH LONG POSTS	FT	37.5		
10	606	25550	ANCHOR ASSEMBLY, MGS TYPE A	EACH	1		
11	606	26150	ANCHOR ASSEMBLY, MGS TYPE E	EACH	2		
12	606	26550	ANCHOR ASSEMBLY, MGS TYPE T	EACH	1		
13	606	35002	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1	EACH	4		
	EROSION CONTROL						
14	601	32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	CY	10		
15	659	00100	SOIL ANALYSIS TEST	EACH	2		
16	659	00300	TOPSOIL	CY	25		
17	659	10000	SEEDING AND MULCHING	SY	229		
18	659	14000	REPAIR SEEDING AND MULCHING	SY	11		
19	659	20000	COMMERCIAL FERTILIZER	TON	0.03		

20	659	31000	LIME	ACRE	0.05		
21	659	35000	WATER	MGAL	1		
22	832	30000	EROSION CONTROL	EACH	2500		
	DRAINAGE						
23	605	31100	AGGREGATE DRAINS	FT	70		
24	611	01400	6" CONDUIT, TYPE E	FT	50		
25	611	01500	6" CONDUIT, TYPE F	FT	50		
26	611	01800	8" CONDUIT, TYPE B	FT	50		
	PAVEMENT						
27	301	56000	ASPHALT CONCRETE BASE, PG64-22, (449)	CY	65		
28	304	20000	AGGREGATE BASE	CY	125		
29	407	10000	TACK COAT	GAL	64		
30	441	70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	CY	49		
	TRAFFIC CONTROL						
31	626	00110	BARRIER REFLECTOR, TYPE 2, BIDIRECTIONAL	EACH	11		
32	630	84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	4		
33	630	86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	4		
34	642	00300	CENTER LINE, TYPE 1	MILE	0.08		
	STRUCTURE OVER 20 FOOT SPAN (3731731)						
35	202	11201	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN		LS		
36	202	22900	APPROACH SLAB REMOVED	SY	111		
37	202	23500	WEARING COURSE REMOVED	SY	551		
38	503	11100	COFFERDAMS AND EXCAVATION BRACING		LS		

39	503	21300	UNCLASSIFIED EXCAVATION		LS		
40	509	10000	EPOXY COATED STEEL REINFORCEMENT	LB	17123		
41	510	10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT	EACH	18		
42	511	31610	CLASS QC2 CONCRETE, SUPERSTRUCTURE	CY	96		
43	511	50210	CLASS QC1 CONCRETE, SUBSTRUCTURE	CY	10		
44	512	10000	SEALING OF CONCRETE SURFACES	SY	184		
45	515	12050	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, CB21-48, 55.45'	EACH	6		
46	515	12050	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVEL 1, CB21-48, 56.45'	EACH	12		
47	516	13600	1" PREFORMED EXPANSION JOINT FILLER	SF	24		
48	516	14020	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL	FT	56		
49	516	41100	1/8" PREFORMED BEARING PAD, TYPE CDP	EACH	36		
50	516	43200	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE), 2" x 11" x 11"	EACH	72		
51	517	70000	RAILING (TWIN STEEL TUBE)	FT	347		
52	518	21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	CY	35		
53	518	40000	6" PERFORATED CORRUGATED PLASTIC PIPE	FT	70		
54	518	40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	FT	60		
55	519	11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN	SF	25		
56	601	32010	ROCK CHANNEL PROTECTION, TYPE A WITH AGGREGATE FILTER	CY	439		
57	611	99710	PRECAST REINFORCED CONCRETE OUTLET	EACH	4		
58	SPECIAL	51822300	STEEL DRIP STRIP	FT	413.54		
	INCIDENTALS						
59	614	11000	MAINTAINING TRAFFIC		LS		

60	623	10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		LS		
61	624	10000	MOBILIZATION		LS		
			TOTAL AMOUNT OF BID:		\$		

TO: HOCKING COUNTY BOARD OF COMMISSIONERS

The undersigned having full knowledge of the sites, plans, or specifications for the following improvements and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates and to accept the unit prices listed for each item as full compensation for the work on this proposal.

DATE OF COMPLETION: October 31, 2026

The total amount of the bid is the sum of:

_____ and _____ / 100 Dollars

(\$ _____)

This bid includes \$ _____ or _____ % EDGE Participation

Company name of EDGE Partner: _____

COMPANY: _____

SIGNED: _____

TITLE: _____

DATE: _____

TO: HOCKING COUNTY BOARD OF COMMISSIONERS

A Bid Guaranty pursuant to Section 153.54, et seq. of the Ohio Revised Code accompanies this proposal.

COMPANY: _____

SIGNED: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, The undersigned _____

(Name and Address)

as Principal, and _____

as Sureties, are hereby held and firmly bound unto _____

_____ as Obligee in the penal sum of _____

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

Signed and sealed this _____ day of _____, 19 ____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted to _____

_____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired

or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

Principal

By: _____

Title: _____

Surety

SEAL By: _____

BID AND PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

(Name and Address)

_____ as Principal and _____ as
Sureties, are hereby held and firmly bound unto _____

as Obligee in the penal sum of the dollar amount of the bid submitted
by the Principal to the Obligee on _____, 19__ to undertake the
project known as _____

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

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

Signed and sealed this _____ day of _____, 19__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the
above-named Principal has submitted a bid for _____

Now, therefore, if the Obligee accepts the bid of the Principal
and the Principal fails to enter into a proper contract in accordance
with the bid, plans, details, specifications, and bills of material;
and in the event the Principal pays to the Obligee the difference not
to exceed ten percent of the penalty hereof between the amount
specified in the bid and such larger amount for which the Obligee may
be 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 of the penalty hereof between the amount specified in the
bid, or the costs, in connection with the resubmission, of printing new
contract documents, required advertising, and printing and mailing
notices to prospective bidders, which ever 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 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 _____

shall well and faithfully do and perform the things agreed by said _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of sub-contractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance, and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

PRINCIPAL:

SURETY:

BY: _____
TITLE: _____

BY: _____
TITLE: _____

SEC. 9.32 REQUIRES AWARDING AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS:

NON-COLLUSION AFFIDAVIT

STATE OF OHIO:

ss: COUNTY OF: _____

I, _____ (Name of party signing), BEING duly sworn, do depose and say:

That _____
(Name of individual, co-partnership, or corporation)

its agent, officers or employees, have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

FEDERALLY REQUIRED EEO CERTIFICATION

The bidder hereby certifies that he HAS _____ HAS NOT _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and he HAS _____ HAS NOT _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the formal president's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Check both appropriate spaces of "has or has not" above.

Signature

Title

Sworn to and subscribed before me this _____ day of _____ 2025

Notary Public

DELINQUENT PROPERTY TAX CERTIFICATION

STATE OF OHIO
County of Hocking

To the Auditor of Hocking County:

The affiant, _____
(Name of person, organization, or company)

located at _____
(Address: street, city, state and zip code)

after being duly sworn, states the following: The affiant, at the time the bid for

_____ was submitted,

(Check one)

_____ was NOT charged with any delinquent personal property taxes on the general tax list of Hocking County, Ohio

_____ WAS charged with delinquent personal property taxes on the general tax list of Hocking County, Ohio in the principal amount of \$ _____ with the sum of \$ _____ added for due and unpaid penalties and interest.

Further the Affiant sayeth naught:
Sworn to and subscribed by

_____, the _____ day of _____ 2025.
(Name of person, organization, or company)

SIGNED

Before me a Notary Public, on this _____ day of _____ 2025, personally appeared _____ the Affiant in the foregoing affidavit, who acknowledged the signing thereof to be _____ voluntary act and deed.

In testimony whereof, I have hereto subscribed by name and affixed my seal on this day and year aforesaid.

Notary Public

CAMPAIGN CONTRIBUTIONS LIMITATIONS
CERTIFICATION

ORC 3517.13(I)(3) & (J)(3)

I, the undersigned, on behalf of the Bidder identified below, hereby certify that, within the two previous calendar years (but excluding periods prior to January 1, 2007), no person identified below, as an individual and while in a position described below, has made one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the holder of the public office having ultimate responsibility for the award of the subject contract or to the public officer's campaign committee.

Said persons are:

- a) The individual owner, if the Bidder is a sole proprietorship or
- b) Each partner or owner, if the Bidder is a partnership; or
- c) Each shareholder, if the Bidder is an unincorporated business or an association, including without limitation a professional association, estate or trust; or
- d) Each owner of more than 20% of a Bidder that is a corporation or business trust; and
- e) Each spouse of any person identified in (a) through (d), above; and
- f) Each child seven years of age to seventeen years of age of any person identified in (a) through (d), above; and
- g) Any combination of said persons.

Signed this _____ day of _____ 2025

Bidder: _____

(Signed) _____

Printed Name & Title: _____

EXPERIENCE RECORD

In the space below or attached on a separate sheet, the bidder is required to state, in detail, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge this responsibility, experience, skill, and financial standing. Bids from Contractors inexperienced in this particular type of work will not be considered.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the page.

**APPENDIX A: STATE BID DOCUMENT TEMPLATE FROM
ODOT (3/19/25)**

ODOT's LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions for STATE-Only Funded Projects

1. ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

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

When bidding this project, the contractor should replace the terms "the department", "the engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

2. PN 100 FOR LPA PROJECTS

(PN 100 outlines general provisions to a construction contract. Local public agencies (LPAs) may choose to incorporate this document to include LPA specific preferences.

PN 100 is included in the contract ☐

If PN 100 is included, the document must be edited and added to the contract.

PN 100 is not included in the contract ☒

3. PREQUALIFICATION

Only prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

4. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in section 153.011 of the Ohio Revised Code apply to this project. Copies of section 153.011 of the Ohio Revised Code can be obtained from any of the offices of the Department of Administrative Services.

5. AS PER PLAN DESIGNATION (Not required but strongly suggested)

The "As Per Plan" designation is sometimes added to item descriptions in the proposal to assist contractors with easily identifying standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for contractors. However, its use was never intended to relieve contractors of their responsibility to read, bid, and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve contractors of the responsibility to read, bid, and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an “order of precedence” basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, contractors are to request clarification through the pre-bid process.

6. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID FUNDING

The following is in addition to C&MS Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The contractor and all subcontractors shall comply with the provisions contained therein or as otherwise provided by this note. The contractor guarantees the prevailing wage scale to be paid to all laborers and mechanics employed on this contract is 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. 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 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, Industrial Compliance Division, Bureau of Wage & Hour Administration at the following web address:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrAccessLog>

The 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, Industrial Compliance Division, Bureau of Wage and Hour Administration, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the base hourly rate for any hours worked beyond forty hours during a pay week. The contractor and all subcontractors shall pay all compensation by company funds transfer or legal tender to the worker and fringe benefit program.

The wage and fringe rates determined for this project, or as may be modified later, shall be posted by the 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 be otherwise made available to the workers. On the first pay date of the contract work, the contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code showing the classification, hourly pay rate, fringes, and identifying the LPA Prevailing Wage Coordinator (PWC), 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 contractor or subcontractor and the employee and kept in the contractor’s or subcontractor’s payroll files.

The contractor and all subcontractors shall submit to the PWC or other designated LPA representative certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, 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 contractor shall submit to the PWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating 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 contractor to ensure all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The contractor and all subcontractors shall make all payroll records available for inspection, copying, or transcription by any authorized representative of the contracting agency. Additionally, the contractor and

all subcontractors shall permit such representatives to interview any employees during working hours while the employees are on the job.

If the contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the LPA may terminate the contract and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

7. STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B", and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex, or handicap. For any violation, the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60 and the Governor Executive Order of January 27, 1972. The bidder also agrees that upon award of this contract they shall incorporate this certification in all subcontracts on this project regardless of tier.

8. UNRESOLVED FINDING FOR RECOVERY

The contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code section 9.24 or that it has taken the appropriate remedial steps required under section 9.24 or otherwise qualifies under that section. The 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 LPA or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

9. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the contractor acting herein by and through the person signing this contract on behalf of the contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the contractor warrants and represents that it will require all of its subcontractors and first tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

10. US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit and/or the NPDES Stormwater Permit resulting in an assessment or fine made or levied against ODOT and/or the LPA, the contractor shall reimburse ODOT and/or the LPA within thirty (30) calendar days of the notice of assessment or fine, or the LPA and/or ODOT may withhold the

amount of the fine from the contractor's next pay estimate. All money collected or withheld from the contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the contractor's refusal or failure to comply with the permits.

11. OHIO WORKERS' COMPENSATION COVERAGE

The contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

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

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

12. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the contractor and all its subcontractors who 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 Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (DFWP) approved by the OBWC, the department requires each contractor and subcontractor that provides labor to subject its employees who perform labor on the project site to random drug testing of five (5) percent of its employees. The random drug testing percentage must also include the on-site supervisors of the contractors and subcontractors. Upon request, the contractor and subcontractor shall provide evidence of required testing to the department.

Each subcontractor shall require all lower-tier subcontractors who provide labor on the project site with whom the subcontractor is in contract for the work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier subcontractor providing labor at the site.

The department will declare a bid non-responsive and ineligible for award if the contractor is not enrolled in and in good standing in the OBWC's DFSP Discount Program or a similar program approved by the OBWC within eight (8) days of the bid opening. Furthermore, the department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time the subcontractor provides labor at the site shall result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for five (5) years after the date of the breach.

13. WAIVER OF C&MS 614.03

ODOT's 2023 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS) and/or does not impact NHS traffic in any way.

14. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

15. PN 032 – 01/31/2021 – C92s REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires all contractors and subcontractors participating in state or federally funded projects to be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021 will require a Request to Sublet (C92) form be completed for each subcontractor working on the project prior to the start of work. This will include all EDGE and non-EDGE material suppliers utilized on the project.

A template for this form may be found and submitted via the GoFormz website located at <https://www.goformz.com/>.

16. PN 031 – 6/27/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

ODOT, along with the LPA, shall monitor payments made by the prime contractor and subcontractors for compliance with this Proposal Note and C&MS 107.21. To facilitate this monitoring, the Department requires both prime and subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (when allowable under the department's [Retainage Policy dated 4/14/21](#)) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the department.

Second-tier subcontract means a subcontract awarded directly by the subcontractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

The prime/subcontractor must report the following information:

- The name of the payee;
- The dollar amount of the payment to the payee;
- The date the payee was paid;
- The amount of retainage withheld (if any).

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor(s) must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant and invoices will not be processed for payment.

Payee must verify each payment reported by the payer within thirty (30) days of the payment being signed by the payer. This verification must include:

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received

The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) has falsified, misrepresented, or withheld information, ODOT will pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and type of offense
- the degree of the contractor's or subcontractor's culpability
- any steps taken to rectify
- the contractor's or subcontractor's record of performance on other projects
- the number of times the contractor or subcontractor has been previously sanctioned by ODOT

17. PN 022 – 04/15/2013 - ENCOURAGING DIVERSITY, GROWTH, AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 122.922, amended 9/30/2021, guiding EDGE program requirements, the percentage indicated on the front cover of this bid is the percent of the awarded contractor's bid. The percentage goal may be met if the contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Development. If not EDGE certified, the contractor must use its best effort to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

If not EDGE certified, the contractor must document the progress and efforts made to secure the services of EDGE certified subcontractors/suppliers. In the event the contractor is unable to meet the EDGE goal placed on this project, a request for a waiver of all or part of the goal may be made to the Division of Opportunity, Diversity and Inclusion (ODI). The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved as well as indicate a good faith effort was made to meet the goal. The request must be sent to the Division of Opportunity, Diversity and Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the contractor wishes to avail itself of this process. If an item of

work subcontracted to an EDGE firm is non-performed by the department or is the subject of an approved VECP, the contractor may request a waiver for the portion of work excluded.

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

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

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

Ohio Department of Transportation
Attention: Administrator, Division of Opportunity, Diversity, & Inclusion
Mail Stop #3270
1980 West Broad Street
Columbus, Ohio 43223

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

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

AFFIDAVIT OF SUBCONTRACTOR PAYMENTS MADE TO EDGE

SUBCONTRACTORS/SUPPLIERS

The Ohio Revised Code 122.922 requires ODOT to monitor and verify the work subcontracted to EDGE subcontractors/suppliers is actually performed by the EDGE subcontractor/supplier. The affidavit seeks to verify payments made to EDGE subcontractors/suppliers on the project. Each EDGE subcontractor/supplier must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly where indicated. The affidavit must be signed by the contractor and subcontractor or by the subcontractor and EDGE subcontractor/supplier, if applicable. By signing the affidavit, the noted subcontractors/suppliers agree the payment amount recorded is true and accurate as of the payment time period.

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

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

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

ODOT may impose any of the following sanctions:

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

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

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

**APPENDIX B: HOCKING COUNTY DISPUTE RESOLUTION
AND ADMINISTRATIVE CLAIMS PROCESS**

Dispute Resolution and Administrative Claims Process

Whenever an issue is elevated to a dispute, the parties shall exhaust the County's Dispute Resolution and Administrative Claim process as set forth below prior to filing an action in any court of competent jurisdiction. The following procedures do not compromise the Contractor's right to seek relief in any court of competent jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact County personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. County personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims by subcontractors and suppliers against the County but not supported by the Contractor will not be reviewed by the County. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the County.

Continue with all work, including that which is in dispute. The County will continue to pay for work not in dispute.

The County will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D of the 2023 ODOT Construction and Materials Specifications if the Contractor did not give notice as specified above. This provision does not apply to adjustments provided in Table 104.02-2 of the 2023 ODOT CMS. Mitigation efforts may or may not result in additional costs. Mitigation efforts which result in additional costs will be compensated per 109.05.B or 109.05.C.

Step 1 (On-Site Determination): Contractor should provide immediate oral notification to the Engineer upon discovering a circumstance that may require a revision to the Contract Documents or may result in a dispute. Upon notification, the Engineer will attempt to resolve the identified issue as quickly as possible.

If the Engineer has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the Engineer of any circumstance that may require a revision to the Contract Documents.

The Engineer will meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 108.02.F of the 2023 ODOT CMS. They will review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents.

The Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting and receipt of substantiating documentation. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

Step 2 (Hocking County Dispute Resolution Committee): The Hocking County Dispute Resolution Committee will be responsible for hearing and deciding disputes at the Step 2 level. The committee will consist of the Hocking County Engineer and/or designees (other than the project personnel involved).

Within seven (7) calendar days of receipt of the Step 1 decision, submit a written request for a Step 2 meeting to the County Engineer. The County Engineer will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, submit the dispute documentation as follows:

- a) Submit electronic copies of the documentation of the dispute to the County Engineer.
- b) Identify the dispute on a cover page by county, project number, Contractor name, subcontractor or supplier (if involved in the dispute), and dispute number.
- c) Clearly identify each item for which additional compensation and/or time is requested.
- d) Provide a detailed narrative of the disputed work or project circumstance at issue. Include the dates of the disputed work and the date of early notice.
- e) Reference the applicable provisions of the plans, specifications, proposal, or other contract documents in dispute. Include copies of the cited provisions in the dispute documentation.
- f) Include the dollar amount of additional compensation and length of contract time extension requested.
- g) Include supporting documents for the requested compensation stated in letter (f) above.
- h) Provide a detailed schedule analysis for any dispute involving additional contract time, actual or constructive acceleration, or delay damages. At a minimum, this schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
- i) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Contractor's dispute documentation, the committee will conduct the Step 2 meeting with the Contractor personnel who are authorized to resolve the dispute. The committee will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 3.

Step 3 Hired Neutral Third Party (Mediation): Submit a written Notice of Intent to File a Claim to the County Engineer, who will serve as the Dispute Resolution Coordinator (DRC), within fourteen (14) calendar days of receipt of the Step 2 decision.

The dispute becomes a claim when the DRC receives the Notice of Intent to File a Claim.

Submit electronic copies of the claim documentation to the DRC within thirty (30) calendar days of receipt of the Notice of Intent to File a Claim. This timeframe may be extended upon mutual agreement of the parties and with approval of the DRC.

In addition to the documentation submitted at Step 2:

- a) Enhance the narrative to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project.
- b) Certify the claim in writing and under oath using the following certification:

"I, (Name and Title of an Officer of the Contractor) certify that this claim is made in good faith, that all supporting data is accurate and complete to the best of my knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (Contractor Company name) believes the County is liable."

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the DRC receives the certified claim documentation is the date of the County's Receipt of the Certified Claim for the purpose of the calculation of interest as defined in 108.02.G.4 of the 2023 ODOT CMS.

- c) An overview of the project.
- d) Response to each argument set forth by the Contractor.
- e) Any counterclaims, accompanied by supporting documentation, County wishes to assert.

The County Engineer will then choose Mediation in the manner in which those methods are practiced by the County and allowed by law. The DRC will coordinate the agreement of the parties to the Mediation, and the selection of a Mediator. The fees of the Mediator will be shared equally between the County and the Contractor. The DRC will obtain a written agreement, signed by both parties, that establishes the Mediation process. The

Mediator will have complete control of the claim upon execution of the Mediation agreement.

The Moderator will render a decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Moderator's decision, either accept or reject the decision in writing. In the event the Contractor fails to do so, the County Engineer may revoke any offers of settlement contained in the decision.

Mediation is the final step of the County's Dispute Resolution Process.

The County will pay interest in accordance with ORC Section 5703.47 on any amount ultimately found due on a claim which is not paid within 30 days of the expenditure of funds by the Contractor in accordance with ORC 126.30 when all Work related to the Claim is complete. However, interest will not be paid on the amount of any agreed settlement unless specifically itemized and included in the total settlement prior to agreement.

APPENDIX C: PREVAILING WAGE DETERMINATION

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Piledriver SC District Hwy

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Carpenter

Effective Date:
7/9/2025

Effective Date:
7/9/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$59.09	\$76.94
Apprentice	BHR	Percent										
1st 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
2nd 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
3rd 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
4th 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
5th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
6th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
7th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26
8th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26

(*)Special Calculation Note :

Other: UBC National Fund

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

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

****Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs**

Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Columbus)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.29		\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$57.16	\$75.81
Apprentice	BHR	Percent										
1st Year	\$26.10	\$70.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$45.97	\$59.02
2nd Year	\$29.83	\$80.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$49.70	\$64.62
3rd Year	\$33.56	\$90.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$53.43	\$70.21

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	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	\$72.01
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	\$72.76
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	BHR	Percent										
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

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, Screwwoman 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 423

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.98		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02
Group 2	\$33.29		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.84	\$64.49
Group 3	\$33.60		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.15	\$64.95
Group 4	\$33.91		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.46	\$65.42
Apprentice	BHR	Percent										
0-1000 hrs	\$23.09	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$37.64	\$49.18
1001-2000 hrs	\$26.38	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$40.93	\$54.13
2001-3000 hrs	\$29.68	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.23	\$59.07
3001-4000 hrs	\$31.33	\$95.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.88	\$61.55
More than 4000 hrs	\$32.98	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Fairfield, Fayette, Franklin, Hocking, Licking, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyor Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant. Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages. Group 2: Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering, Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Gunite Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers. Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate, A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment. Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate, A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased. Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips ,falls, caught between, etc . Hazardous Pay of \$0.25 per hour shall be paid in addition to classifications shown above Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper) Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	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 Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$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	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	\$41.26	\$90.00	\$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 Insertor/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); Signaller; 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 & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	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	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

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