

LEGAL NOTICE FOR
Glynwood Road Bridge Project

The Board of County Commissioners will accept sealed bids until 10:00 a.m. on January 20, 2022 for the rehabilitation of Glynwood Road Bridge over the Auglaize River. Bids for this bridge project shall be mailed or hand delivered to the Board of County Commissioners, 209 South Blackhoof Street, Suite 201, Wapakoneta, Ohio 45895 in a sealed envelope marked "Bid for AUG-CR158A-10.85 Bridge Rehabilitation".

The bridge project will consist of removal of existing beams, pier and abutment rehab, and placement of new box beams. The contractor and all subcontractors must be pre-qualified with ODOT for the bid to be accepted. The successful bidder must adhere to all specifications listed in the project plans and bid proposal.

Complete specifications and bid forms can be picked up at the Auglaize County Engineer's Office for a fee of \$50. The same information can also be found and printed online at <http://www2.auglaizecounty.org/elected-officials/engineer/bid>. All interested bidders and plan holders are encouraged to contact the Engineer's Office to ensure we have an updated plan holders list.

A pre-bid meeting will be held at the Auglaize County Engineer's Office on January 12th at 10:00 a.m. Addendums for the bid document, if any, will be posted on the website by noon January 13th. It is the bidder's responsibility to check for any addendums that may have been added.

The Board of Commissioners reserves the right to reject any and or all bids. Bids from non-responsible contractors may be rejected. No bidder shall be permitted to withdraw his bid for a period of thirty (30) days after the time of bid opening.

By order of the Commissioners

Andrew Baumer, P.E., P.S.
Auglaize County Engineer

This announcement will be posted from December 20, 2021 through January 20th, 2022

BID PROPOSAL FOR
AUG-CR158A-10.85 Bridge Rehabilitation

P.I.D. 102334

Bidder: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Federal ID #: _____

E-mail Address: _____

Project Description

For improving the Glynwood Road Bridge over the Auglaize River in Moulton Township, Auglaize County, Ohio in accordance with these plans and specifications by rehabilitating bridge number, AUG-CR158A-10.85 with a three span prestressed box beam bridge having spans, 60'-9", 60'-6", 60'-9"

DBE participation goals have been set on this project for those certified DBE's in accordance with the TEA-21 (198) and 49 CFR Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code. DBE Goal: 9%

Time and Date of Bid: 10:00 a.m., January 20, 2022

Location of Bid:
Auglaize County Commissioners' Office, Administration Building,
209 South Blackhoof Street, Suite 209
Wapakoneta, Ohio 45895

All Attached Sheets Must Be Filled Out

INFORMATION TO BIDDERS

1. The Auglaize County Board of Commissioners, herein after called the Owner, may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the time for the opening of bids or authorized postponement. Any bid rejected after the bid opening will not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening.
2. All blank spaces in the proposal form must be properly filled in. Each proposal shall be legibly written in ink or typed and must cover all the items of the work called for and no others. The prices are to include the furnishing of all materials, tools, equipment, patent rights, labor, and services necessary to complete the project. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the name of the project. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Auglaize County Board of Commissioners
209 South Blackhoof Street, Suite 201
Wapakoneta, Ohio 45895

3. Each bidder must sign the proposal form with his usual signature and shall give his full business address. Bids by partnerships shall be signed with the partnership name by an authorized representative and his designation. Bids by corporations shall be signed with the name of the corporation followed by the signature of the President, Secretary, or other authorized person and shall have the corporation seal affixed
4. The owner may make such investigations as necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted or the investigations of the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.
5. At the time of the opening, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder of any obligation.
6. The bidder is advised that any person or firm to whom it is proposed to award a subcontract to must be acceptable to the Owner.
7. Each bid must be accompanied by cash, certified check made payable to the Treasurer of Auglaize County, or a bid bond prepared on the bid bond form and duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the lowest three bidders within three (3) working days after the opening of the bids. The remaining cash, checks, and bid bonds will be returned when the Owner has received an executed contract from the successful bidder. If notification of the acceptance of the lowest bid has not been made within thirty (30) days after the opening of the bids, the bidder may demand return of his cash, check or bid bond.
8. Attorneys-in-fact who sign the bid bond must file with each bond a certified copy of their power of attorney.
9. The successful bidder's failure or refusal to execute and deliver the contract and performance bond within ten (10) day after receiving notice of the acceptance of his bid shall forfeit to the Owner the security deposited with his bid as liquidated damages.

10. Should a bidder find discrepancies or omissions in or be in doubt as to the meaning of the plans, specifications, or bid documents, he must notify the Owner in writing. No oral interpretation will be given to any bidder. Every request for such interpretation should be through e-mail at abaumer@auglaizecounty.org or made in writing and addressed to:

Auglaize County Engineer's Office
P.O. Box 59, 1014 South Blackhoof Street
Wapakoneta, Ohio 45895-0059

To be given consideration, a request must be received at least five (5) days prior to the date of bid opening. Any and all interpretations and supplemental instructions will be in the form of written addenda and will be mailed to all prospective bidders not less than three (3) days prior to the bid opening. Failure of any bidder to receive any addenda shall not relieve a bidder of any obligation. All addenda issued shall be a part of the contract documents.

11. 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 will be deemed to be included in the contract as though they were herein written out in full. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Owners.

Note: A pre-bid conference will be held in the Meeting Room at The Auglaize County Engineers Office, 1014 South Blackhoof Street, Wapakoneta at 10:00 a.m. on January 12, 2022 to answer questions and clarify discrepancies and omissions

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms are used in these Contract Documents are respectively defined as follow:

- Contractor: The person, firm or corporation with whom the within Contract is awarded by the County and is subject to the terms hereof.
- Subcontractor: A person, firm, or corporation other than the Contractor that supplies labor and/or material for work at the Project site.
- Project: The entire public improvement proposed by the County to be constructed in accordance with the herein Contract.
- County: The Owner of the project, Auglaize County, Ohio.
- Surety: Any person, firm or corporation that has executed the Contractor's bid guaranty bond or performance bond securing the performance of the herein Contract.
- Engineer: The Auglaize County Engineer or an authorized assistant.

2. CONTRACTOR'S OBLIGATIONS

The Contractor shall provide and pay for all materials, labor, tools, equipment, utilities, transportation, supervision, temporary construction, patent rights, and all other services and facilities of every nature whatsoever necessary to complete the project within the specified time. All legal claims from the lawful demands of the Contractor's employees, subcontractors and suppliers will be indemnified by the Contractor with the County being held harmless.

The Contractor shall be ODOT pre-qualified to perform work. The contractor shall submit to the County such schedules of quantities, costs, progress schedules, payrolls, reports, estimates, records, and any other data the County may deem necessary.

Any work necessary to be preformed after regular working hours, on Sundays or on a Legal Holiday shall be performed without additional expense to the County.

3. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the project shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale contract or any other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, and encumbrances.

4. INSPECTION AND TESTING OF MATERIALS

All material and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. All material testing shall comply with the corresponding section of the Ohio Department of Transportation Construction and Materials Specifications (CMS). Any additional testing requested by the County will be the County's responsibility. The County will select the laboratory or inspection agency and will pay all laboratory inspection costs and the fees of the inspection agency.

Should any work or material fail to meet the Engineer's approval, they will be promptly reconstructed, made good, replaced or corrected by the Contractor at his own expense for a period of one year of the final acceptance or the project. Rejected material shall be immediately removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct any portion of the work, the

compensation to be paid the Contractor shall be reduced by the amount the Engineer deems equitable. If the Contractor fails to begin work of making such repairs within a reasonable amount of time, the County shall cause the repairs to be made and shall charge the expenses incurred to the Contractor. Service of notice of required repairs shall be made by registered mail.

5. PROJECT SUPERINTENDENT

At the site of the work, the Contractor shall employ a construction superintendent or foreman, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will continue in that capacity for the full duration of the project, unless he ceases to be on the Contractor's payroll.

6. WORKMEN AND CONDITIONS

Incompetent, careless or disorderly foremen or workmen will not be allowed on the project. Offensive and unsanitary conditions will not be allowed to exist. The Contractor has sole responsibility for the safety, efficiency, and adequacy of his plant, appliances and methods and for damage, which may result from their failure or the improper construction, maintenance or operation.

7. SUBCONTRACTING

The Contractor may utilize the services of a Subcontractor on those parts of the project, where the work is usually done by a specialty Subcontractor. The Contractor shall not award any work to any Subcontractor without the prior written approval of the County. No approval will be given until the Contractor furnishes to the County written documents listing all his Subcontractors and the work to be performed by them. Should a Subcontractor be unacceptable to the County, the Contractor may procure another Subcontractor. Any Subcontractor performing work shall be pre-qualified with ODOT

DBE Utilization Plan must be submitted at or before bid opening. Any Subcontractor(s) that is being used to meet the required DBE goal must be approved before work can begin. The DBE goal for this project is 9%.

The Contractor will be responsible to the County for the acts and omissions of his Subcontractors as he is for the acts and omissions of the persons that are directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the County.

8. ENGINEER'S AUTHORITY

The Engineer shall determine the quality and acceptability of all work and materials, which are to be paid for under this contract and shall decide all questions, which may arise in relation to the project. The Engineer's estimates and decisions are final, except where herein otherwise provided. Also the Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or to be in dispute.

9. ESTIMATED QUANTITIES

The estimated quantities shown on the plans and bid sheet are for use in comparing bids and the right is reserved by the County to change these items as needed to complete the project.

10. CHANGES IN WORK

Without invalidating the contract, the County may order extra work or change the estimated quantities. The contract sum will be adjusted accordingly. Where it is necessary or desirable, the consent or the Surety will first be obtained.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of such change, addition or deduction, shall be determined by either the unit prices contained in the Contractor's original bid, or an acceptable lump sum or unit price proposal from the Contractor. No claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County. The cost of the work is to be stated in the order. The claim can be presented with the first estimate after the work is done.

11. INCLEMENT WEATHER

During the suspension of work caused by inclement weather, the Contractor shall protect all work against any damage or injury due to the weather. If in the opinion of the Engineer, any work or material has been damaged by reason of failure on the part of the Contractor to protect his work; such materials shall be removed and replaced at the expense of the Contractor. Any delays caused by weather or seasonal conditions will be considered for an extension of time in accordance with the Ohio Department of Transportation Construction and Material Specifications Section 108.06.

12. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall at his own expense to take every precaution against injuries to persons or damage to properties; to store his equipment, materials, and supplies at the project site in an orderly fashion. Before the final payment, the Contractor shall remove all surplus material, false work, temporary structures, and debris of every nature resulting from his operation, and put the site in a neat and orderly condition.

13. TIME OF COMPLETION AND LIQUATED DAMAGES

The Contractor may start construction of the project as soon as the contract has been executed by the County and to fully complete the project by October 15, 2022. The project shall be executed at such a rate of progress as to insure completion within the specified time. If the project is not completed within the allotted amount of time or an extension thereof by the County, the bidder agrees to pay as liquidated damages the sum of **\$600.00** for each consecutive calendar day thereafter until completion of the project as per Table 108.07-1 in the Ohio Department of Transportation Construction and Material Specifications.

The Contractor shall not be charged liquidate damages when the County determines the Contractor could not complete his work do to an unforeseeable cause beyond the control and not the fault of the Contractor or a Subcontractor. Within ten (10) days from the beginning of the delay, the Contractor shall notify the county in writing of the cause(s) of the delay. The County within a reasonable amount of time will review and notify the Contractor of its decision in the matter.

14. PAYMENTS TO CONTRACTOR

The Contractor shall provide the Auglaize County Engineer an estimate of work completed no later than the end of the first week of the month for the work preformed during the proceeding month. Progress payment will be based on an approved estimate of work performed. Payments will be made by Federal funds, Federal Credit Bridge Funds and Local County funds. Federal funds will be paid at 80% of the total project cost, Federal Credit Bridge funds will be paid at 15% and Auglaize County will contribute the final 5% of total payment. The County Engineer will certify the estimate for the approved completed work to the Ohio Department of Transportation. To insure the proper performance of the contract, the County will retain eight percent (8%) of the amount of each estimate until the final payment and acceptance of the completed project. After fifty percent (50%) of the work has been completed and progress has been satisfactory made, the County will no longer retain any funds and will certify 100% payment for all approved completed work for each estimate. Upon completion and acceptance of the project, the final payment will be made in full including all retained percentages less any authorized deductions. In preparing estimates, the

material delivered to the site may be taken into consideration. All material covered by partial payments shall become the property of the County. This shall in no way relieve the Contractor from the sole responsibility for the care and protection of the materials or the replacement of damaged materials.

15. PAYMENTS BY CONTRACTOR

The Contractor shall pay for all transportation and utilities services not later than the twentieth (20th) day of the month following that in which the services are rendered. For materials and other expendable equipment, ninety percent (90%) of the cost shall be paid not later than the twentieth (20th) day of the month following delivery to the site, and the balance of the cost not later than thirty (30) days following the completion of that part of the work in which such materials and equipment are used. Subcontractors shall be paid not later than the fifth (5th) day following each payment to the Contractor. The Subcontractor shall be paid in the amount of his interest in the project.

16. PROJECT COMPLETION

The Contractor will upon completion of the project furnish satisfactory evidence that all obligations have been paid, waived, or discharged by him. If the Contractor fails to do so, then the County will withhold from the Contractor's payment a sum considered sufficient by the County until such evidence is provided. Any unpaid bills belonging to the Contractor or his Subcontractor(s) that are paid by the County will be considered as a payment made under this Contract to the Contractor. The acceptance of the final payment by the Contractor shall act as a release of the County for all claims and liabilities for things done or furnished in connection with the project. No payments shall operate to release the Contractor or his Sureties from any obligation under this Contract.

17. PERFORMANCE BOND

The Contractor shall furnish a performance bond in the amount of one hundred (100%) of the contract price as security for the faithful performance of this Contract. Auglaize County and ODOT shall be named as bond obligees.

18. ADDITIONAL OR SUBSTITUTE BOND

If at any time the County for a justifiable cause shall become dissatisfied with any surety and the performance bond, then Contractor shall within five (5) days after notice from the County substitute an acceptable bond in such form and sum and signed by such Surety as may be satisfactory to the County. The Contractor shall pay the premiums. No further payments shall be deemed due nor shall be made until the new surety shall have been furnished an acceptable bond to the County.

19. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act of fault of the contractor or anyone employed by him, or if the Engineer should fail to issue an estimate for payment within seven days after it is due, or if the County fails to pay the Contractor within seven days of its maturity, then the Contractor may after giving seven (7) days written notice stop work or terminate this contract and recover from the County payment for all work executed, any loss sustained, reasonable profit, and damages.

20. COUNTY'S RIGHT TO TERMINATE CONTRACT

Should the Contractor or any of his subcontractors violate any of the provisions of the contract, the County may serve written notice to the Contractor and his Surety of its intention to terminate the Contract. The notice is to contain the reasons for termination. Ten (10) days after serving the notice the Contract will terminate, unless the Contractor has corrected the stated reasons. If the Surety does not commence work within ten (10) days of the mailing of the notice of termination, the County may take and complete the project. In such an event, the County may take possession of and utilize in completing the work, such materials, equipment, and plants as are on the site of the work. The Contractor and its Surety shall be liable to the County and ODOT for any excess costs occurred.

21. INSURANCE

The Contractor nor any Subcontractor shall not commence work under this contract until he has obtained from an insurance company authorized to do business in the State all the insurance listed below and such insurance has been approved by the County. Copies of the certificates showing the type, amount, and effective dates shall be sent to the County. The policies should contain a statement similar to the following: "The insurance covered by this certificate will not be cancelled or altered, except after ten (10) days written notice has been received by the Owner."

WORKMAN'S COMPENSATION INSURANCE: The Contractor and all subcontractors shall maintain during the life of this contract Workman's Compensation Insurance for all of his employees that are to work at the site of the project. In case any employees are engaged in hazardous work at the project site and not covered under Workman's Compensation Insurance, the employer shall provide adequate liability insurance for such employees.

BUILDER'S RISK INSURANCE: Until the project is completed and accepted by the County, the Contractor is required to maintain insurance covering fire, wind, explosion, theft, vandalism, and other coverage providing for not less than \$50,000 for stored and installed material.

BODILY INJURY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure and maintain during the life of the contract Comprehensive Public Liability and Property Damage Insurance, and Vehicle Liability Insurance in the amounts specified below. The Contractor shall also require his Subcontractors to procure these three types of insurance in the amounts specified below or insure the activities of the Subcontractors under his own policy. The amounts of insurance shall not be less than \$1,000,000 for injuries including accidental death to any one person and subject to the limit for each person in the amount of not less than \$10,00,000 on account of one accident. Property Damage Insurance shall not be less than \$1,000,000 coverage. The policy shall also include underground utilities coverage for all projects requiring excavation and all damages of any kind caused by blasting, if explosives are used in the performance of the project.

The insurance coverage provided by the Contractor shall be of such nature as to indemnify and save harmless the County and the Engineer and their agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work constructed under this contract), including the loss of use resulting thereof and is caused in whole or in part by any negligent act or omission of the Contractor, Subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified herein. The Contractor, through his insurance coverage, shall defend any and all suits that may be brought against the parties indemnified on account of any such occurrences.

22. REQUIRED BID DOCUMENTS

As part of the bid package, the Contractor will be required to submit the following with his bid:

- Bid Sheet
- Bid Bond
- List of Subcontractors
- DBE Utilization Form (submitted on ODOT's FormStack)
- Document(s) showing that the Contractor and Subcontractor(s) are "Pre-Certified" by ODOT for the type of work required to complete this project.
- Non-collusion Affidavit
- Campaign Contributions Limitations Certifications
- Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization
- Federally Required EEO Certification

The undersigned, having full knowledge of the site, plans and specifications for the following improvement and conditions of this proposal hereby agrees to furnish all services, labor, material and equipment necessary to complete the entire project according to the plans specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

The **TOTAL AMOUNT OF THE BID** based on the quantities below times the unit price specified by the bidder amount to the sum of: _____ dollars (\$ _____)

Item No.	Item Ext.	Description	Qty.	Units	Unit Price	Total Amount Bid
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Roadway

201	11000	Clearing and Grubbing	Lump			
202	38000	Guardrail Removed, As Per Plan	209.94	Ft.		
203	10000	Excavation	34	Cu. Yd.		
203	20000	Embankment	7	Cu. Yd.		
204	10000	Subgrade Compaction	43	Sq. Yd.		
254	01000	Pavement Planing, Asphalt Concrete	294	Sq. Yd.		
606	13000	Guardrail, Type MGS	325	Ft.		
606	25500	Anchor Assembly, MGS Type A	3	Each		
606	35501	MGS Bridge Terminal Assembly, Type 1, As Per Plan	4	Each		

Drainage

605	31100	Aggregate Drain	32	Ft.		
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Erosion Control

601	34200	Rock Channel Protection, Type C without Filter Fabric	20	Cu. Yd.		
659	10000	Seeding and Mulching	93	Sq. Yd.		
659	20000	Commercial Fertilizer	0.009	Ton		
659	35000	Water	0.25	M Gal.		
832	E30000	Erosion Control	Lump			

Pavement

301	46000	Asphalt Concrete Base, PG64-22	3	Cu. Yd.		
304	20000	Aggregate Base	7	Cu. Yd.		
407	10000	Tack Coat	91	Gal.		
441	50200	Asphalt Conc. Intermediate Course, Type 2, PG-64-22	44	Cu. Yd.		
441	50000	Asphalt Conc. Surface Course, Type 1, PG-64-22	32	Cu. Yd.		

Traffic Control

642	00100	Edge Line 4", Type 1	0.13	Mi.		
642	00300	Center Line, Type 1	0.13	Mi.		

Sheet 1 Total	
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Item No.	Item Ext.	Description	Qty.	Units	Unit Price	Total Amount Bid
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Maintenance of Traffic

614	11000	Maintaining Traffic	Lump			
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Structure Over 20' Span

202	11202	Portions of Structure Removed, Over 20' Span	Lump			
202	23500	Wearing Course Removed	500	Sq. Yd.		
503	21100	Unclassified Excavation	60	Cu. Yd.		
509	10000	Epoxy Coated Reinforcing Steel	4,677	Lbs.		
510	10000	Dowel Holes with Non-shrink, Nonmetallic Grout	42	Each		
511	32210	Class QC2 Concrete, Superstructure	6	Cu. Yd.		
511	53012	Class QC2 Concrete, Misc.: Pier Above Footings	29	Cu. Yd.		
511	44110	Class QC1 Concrete, Abutment Not Including Footings	12	Cu. Yd.		
512	10100	Sealing of Concrete Surfaces (Epoxy-Urethane)	80	Sq. Yd.		
512	33010	Type 3 Waterproofing	598	Sq. Yd.		
515	10070	Prestressed Concrete Non-Composite Box Beam Bridge Members, Level 1, B27-48	21	Each		
516	13600	1" Preformed Expansion Joint Filler	20	Sq. Ft.		
516	41200	1/8" Elastomeric Bearing Pad	42	Each		
516	41500	1" Elastomeric Bearing Pad	84	Each		
517	70000	Railing (Twin Steel Tube)	380	Ft.		
518	21100	Porous Backfill	26	Cu. Yd.		
Special	518 22300	Stainless Steel Drip Strip	474	Ft.		
530	00200	Special -Structure Misc.-Setting Precast Wingwalls	Lump			

Incidentals

103	10000	Performance Bond	Lump			
623	10000	Construction Layout	Lump			
624	10000	Mobilization	Lump			

Sheet 2 Total	
Sheet 1 Total	

Total Amount of Bid=

Engineer's Estimated Cost: \$969,480.15

This page must be executed prior to submission of bid

The undersigned bidder hereby agrees that within ten (10) days from the date of the written notice of bid acceptance will enter into a contract with the Auglaize County Board of Commissioners and to have furnished the required performance bond in the amount of one hundred percent (100%) of the contract price or forfeit to the Auglaize County Board of Commissioners as liquidated damages the bid bond.

Dated the _____ day of _____, 20_____.

IF AN INDIVIDUAL, SIGN BELOW

Name: _____

Address: _____

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW

Trade Name: _____

Address: _____

By: _____ Sole Owner

IF A PARTNERSHIP, SIGN BELOW

Name: _____

Address: _____

By: _____ Partner

By: _____ Partner

By: _____ Partner

By: _____ Partner

IF A CORPORATION, SIGN BELOW

Name: _____

Address: _____

Incorporated under the laws of the State of _____

By: _____ Title: _____

The _____

of _____ is hereby offered as the Surety on the bid. If such surety is not acceptable to the Auglaize County Board of Commissioners, another and satisfactory surety company will be furnished.

The following persons, firms, or corporations are possible Subcontractors for the project. If no subcontractors are anticipated fill in NONE on the first line.

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No_____

Address: _____

Percentage _____ Amount of work to be supplied _____

Make additional copies as necessary.

Bid Bond

Know All Persons By These Present:

that we, the undersigned _____ as principal, and _____ as sureties, are held and firmly bound unto the Board of County Commissioners of Auglaize County, Ohio and ODOT in the penal sum of dollars(\$ _____) which is 5% of the bid, for the payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs and executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS such that if the attached proposal of _____ for AUG-CR158A-10.85 Bridge Rehabilitation is accepted and the contract awarded to the above named bidder, and the said bidder shall, within ten (10) days after notice of such award, enter into a contract in writing with surety or sureties to be approved by the Board of County Commissioners and ODOT for the faithful performance of said contract, this obligation shall be void, otherwise the same shall be in full force and virtue in law.

Signed this _____ day of _____ 20_____.

Principal

Surety

NONCOLLUSION AFFIDAVIT

STATE OF OHIO
COUNTY OF AUGLAIZE.

Bid Identification: AUG-CR158A-10.85 Bridge Rehabilitation

The undersigned, being duly sworn, deposes and says that he/she

(TITLE)

of _____
(NAME OF COMPANY SUBMITTING BID)

The party hereby submitting the bid:

- that such bid is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation
- that such bid is genuine and not collusive or sham
- that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding
- that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract
- that all statements contained in such bid are true; and further, that said bidder, has not directly or indirectly submitted his bid price of any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

By: _____
(Name & Title)

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

(Notary Public)

(Seal of Notary)

Campaign Contributions Limitations Certifications
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, 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 person.

Signed this _____ day of _____, 20_____.

Bidder: _____

Signed: _____

Printed Name: _____

Title: _____



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

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

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?	<input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

**ODOT’s LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.**

1. ODOT’S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

With the exception of Section 100 “General Provisions” included in the matrix below, ODOT’s Construction and Material Specifications (CM&S) 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 CMS Manual.

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms “the Department”, “the Engineer”, “the DCE” 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.

Excluded 2019 Specifications			
Section 102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

B. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

C. Exceptions. ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

D. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses, please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. **PREQUALIFICATION**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification 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 pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

5. **PN033 - 4/18/2008- AS PER PLAN DESIGNATION**

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

For the last several years the “As Per Plan” designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The “As Per Plan” designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the 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 the 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, the Contractors are to request clarification through the pre-bid process.

6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

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 that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must circle the appropriate “has or has not” above.**

7. PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

8. PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) Certification of Non-segregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the “Certification of Non-segregated Facilities” in this proposal. This certification provides that the bidder

does not maintain or provide for his employees' facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Non-segregated Facilities" -

- (a) A Certification of Non-segregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- (b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees' facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- (c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

9. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

10. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

11. PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

Effective 11/21/2011 the New Hire Definition will be as follows:

An individual who has a break in service (not on an employer's payroll) for a period of 12 months or longer and the person affected is not a salaried employee but belongs to a union craft. Individuals compensated for training or incidental work which does not cause a break in unemployment compensation, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 12 months or longer.

The time frame for a new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires, the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 12 months or more, would not qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Construction Contractors Technical Assistance Guide.

https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities include the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. <http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

12. PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a

reasonable area of recruitment. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report [Click Here for copy of CR1 Report](#)
 - A. To be completed on each trainee
 - B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
 - C. To be submitted to the ODOT District in which the Contractor's home office is located.
2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

13. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * An existing published wage determination
 - * A survey underlying a wage determination
 - * A Wage and Hour Division letter setting forth a position on a wage determination matter
 - * A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response for this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requester considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

14. PN 061 –10/22/2012- WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. LPA must formally incorporate into contract documents.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

beta.SAM.gov

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in Section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project 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.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form A-87 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.
- 2) The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
- 3) The project number and pay week dates.
- 4) Original signature of a company officer on the certification statement.

[Click for Form A-87](#) then scroll down page to Pre-Uniform Guidance and click "Timecard Example A-87 Compliant".

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.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

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

The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.

15. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

16. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

17. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

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

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (“OBWC”) Drug-Free 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 LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 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 LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides 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 LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers’ Compensation’s DFSP Discount Program or a similar program approved by the Bureau of Workers’ Compensation within 8 days of the bid opening. Furthermore, the LPA 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 that 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 years after the date of the breach.

19. OHIO WORKERS’ COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers’ compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. 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 it's 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.

20. PN 038 - 10/15/2004 - 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 §9.24, or that it has taken the appropriate remedial steps required under §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.

21. PN 039 - 10/15/2004 - 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 any and all of its subcontractors and first tier suppliers to assign any and 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.

22. PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit, and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine, is made or levied against the Ohio Department of Transportation, the Contractor shall reimburse the Department within thirty (30) calendar days of the notice of assessment or fine or the Department 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 Department due to the Contractor's refusal or failure to comply with the permits.

23. PN 007 – 1/31/2021- DBE TRUCKING

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations.

The Disadvantaged Business Enterprise (DBE) trucking firm must be able to quote and negotiate its own prices. The DBE trucking firm must also provide a quote for each project that the firm is to be utilized toward the project DBE goal.

The DBE will be responsible for the management and supervision of their trucking operation on each contract. A DBE is not performing a CUF if the contract exists for the purpose of creating the appearance of DBE participation.

The DBE must own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE receives credit for the total value of the transportation services the DBE provides on the contract using trucks the DBE owns, insures, and operates using drivers it employs (not 1099/independent contractors).

The DBE may lease trucks on a long-term basis (a year or more) and receive full DBE credit as long as employees of the DBE operate the truck.

A lease must indicate that the DBE has exclusive use of and control over the truck, including responsibility of maintenance and insurance. This does not preclude the leased truck from working for others during the term of the lease with the DBEs consent, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the DBEs name and identification number as well.

The DBE must carry a copy of the lease agreement in the leased truck when working onsite.

Truck Monitoring:

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
2. When the materials or supplies are obtained from a DBE MSV (Materials and Supplies Vendor) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

In the past, 60% of the cost of materials and supplies purchased from a DBE MSV (100% from a DBE MSV manufacturer) would usually be counted toward DBE goals. Effective September 1, 2018:

- o Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.
- o To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (manufacturer) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the manufacture of the item, as indicated by the information
 - o provided by the DBE MSV
- o To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The item must not be drop-shipped
- o The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail and
 - o trucking) NAICS codes for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be
 - o consistent with the regular sale or lease of the item, as indicated by the
 - o information provided by the DBE MSV
 - The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.
- o If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and only if the following additional criteria are met:
 - The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents
 - o and Brokers
 - The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.
- o The usual good faith efforts process applies.
- o All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

DBE TRUCKING DISCLOSURE AFFIDAVIT

In order to ensure that Prime Contractors are monitoring DBE trucking/hauling operations on projects with federal funding, prime contractors must complete the DBE Trucking Disclosure Affidavits Section (“Affidavit”) when completing and submitting the Prompt Payment Spreadsheet for reimbursement. The Affidavit will be completed by the Prime on the Prompt Payment Spreadsheet and once submitted will be routed to the project’s SharePoint site. This information will be used to affirm DBE and non-DBE trucking utilized by each DBE firm performing those duties during the previous month. The LPA/ODOT will monitor trucking with the following requirements for all Local-let projects:

- Prime Contractors will be required to provide a master list of all anticipated DBE trucking firms to the District Construction Monitor (DCM) at the time of the Pre-Construction Meeting.
- If no DBE trucking is anticipated on a project, the Prime will check the box “No Anticipated DBE Trucking Affidavit” on the first submittal of the Prompt Payment Spreadsheet. If DBE trucking/hauling does occur, the Prime must notify the LPA within seven (7) days of the DBE trucking activity. The Prime will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.
- Prime Contractors will be required to complete the Affidavit disclosing the DBE trucking operations when completing the new Prompt Payment Spreadsheet. the previous month. The Prime will Complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form.
 - The DBE firm performed trucking by utilizing their own equipment and workforce and/or work was subcontracted to another DBE (i.e. only trucking that can be counted for DBE participation was utilized).
 - No other information is required. The Prime will sign and submit the Affidavit.
 - The DBE firm utilized DBE & Non-DBE trucking.
 - If selected, the Prime will provide a list of Non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).
 - No trucking was performed.
 - No other information is required. The Prime will sign and submit the Affidavit.
- The DCM will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet when submitted for reimbursement. The LPA and/or Compliance Managers will follow up on any red flags. For example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.
- Trucking will continue to be monitored at project sites by construction field staff and the LPAs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow the DBE Trucking Disclosure Affidavit requirements may result in the issuance of sanctions as follows:

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the

- LPA within seven days of the activity);
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the DBE trucking firm that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the LPA within seven days of the activity);
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- The Contractor's past project practices;
- The magnitude and the type of offense;
- The degree of the Contractor's culpability;
- Any steps taken to rectify;
- The Contractor's record of performance on other projects; and
- The number of times the Contractor has been previously sanctioned by ODOT.

DBE MSV DIRECTORY - <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>
(select MSV only)

DBE AFFIRMATION FORM - The new DBE Affirmation Form is now available at
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx>.

Opening Prompt Payment (PP) Spreadsheet (Trucking Affidavit Section on PP Spreadsheet) through GoFormz:

1. Obtain a MyODOT account
 - a. Click [Link](#)
 - b. Click "Launch MyODOT"
 - c. Click: "Click Here"
 - d. Complete Account Application under "Request an Account"
2. Getting GoFormz Access
 - a. Email GoFormz.Help@dot.ohio.gov put Create GoFormz Account in the subject line
 - b. Login for Goformz will be emailed back
 - c. Click www.goformz.com

Addition guidance can be found by [Click Here](#)

24. **PN 013 – 03/15/2019 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS**

Guidance for Bidders – Federally Funded Projects with a DBE Goal, to ensure compliance with the requirements outlined in PN 013 [Click Here](#)

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with Formstack at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. **Bidders shall submit their DBE Utilization Plans via:** https://odot.formstack.com/forms/dbe_copy. This file contains the current list of certified DBEs and is updated regularly. The DBE Utilization Plan must be filled out completely and submitted prior to bid opening.

The DBE Utilization Plan shall include the following information:

- 1) The names and addresses of the certified DBE firm(s) that will be used to meet the DBE goal;
- 2) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- 3) Whether the DBE firm(s) being used to meet the goal will be utilized as a subcontractor, regular dealer, manufacturer, consultant or other capacity; and
- 4) The dollar amount of the participation of each DBE firm used to meet the DBE goal.

PROJECTS AWARDED ON ALTERNATES

In the event the project is awarded on alternates which increases or decreases the total dollar amount of the bid, a revision to the DBE Utilization Plan and DBE Affirmation Form(s) shall be submitted and approved by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources> (form name is DBE Termination Form) and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. You will then need to click the link of the webpage "DBE Affirmation Form (PN 013) – Projects sold after September 1, 2018 or thereafter. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for

each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

All other Bidders shall submit a DBE Affirmation Form(s) if notified that the information is required in order for ODOT to complete its assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required DBE Affirmation Forms to ODOT. Notification will be by email.

In the event a DBE firm fails to confirm the information contained in the DBE Affirmation Form within five (5) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm a DBE firm included in its original DBE Utilization Plan at bid submission and it results in a goal shortfall, Good Faith Efforts (GFE's) must be submitted by the fifth calendar day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient DBE participation on the project to meet the DBE goal although the Bidder was unable to do so. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

DBE BIDDERS

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

JOINT VENTURES

In the event that the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified DBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified DBE firm that is also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS

In the event that the DBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

If the Apparent Low Bidder does not meet the goal at bid time, the Apparent Low Bidder shall submit its Good Faith Efforts (GFE's) documentation within five (5) calendar days of the bid opening. Submission of DBE affirmation(s) with additional participation sufficient to meet the DBE contract goal does not cure the Apparent Low Bidder's failure to meet the goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFE's within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall demonstrate its GFE's by submitting the following information within five (5) calendar days after the bid opening:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Apparent Low Bidder and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>

All other Bidders shall submit documentation of GFE's if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required GFE documentation. Notification will be by phone or email.

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Bidder has made adequate good faith efforts to meet the goal.

ADMINISTRATIVE RECONSIDERATION

ODOT will review the GFE documentation and issue a written determination on whether adequate GFE's have been demonstrated prior to contract award. If ODOT determines that the Apparent Low Bidder has failed to demonstrate adequate GFE's to meet the goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in-person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. Once on the webpage, scroll down to the form named "DBE Termination Form (PN013)

This termination/replacement procedure applies only to DBE firms or the amount of work being utilized to meet the goal.

Without ODOT's written consent to terminate/replace a DBE firm being utilized to meet the goal, the Awarded Contractor shall not be entitled to any payment for DBE listed work or material unless it is performed or supplied by the listed DBE.

GOOD CAUSE

ODOT may provide written consent to terminate a DBE only if it agrees, for reasons stated in a concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the DBE firm.

For purposes of this paragraph, good cause to terminate a DBE includes the following circumstances:

- 1) The listed DBE firm fails or refuses to provide the required DBE Affirmation Form or to execute a written contract;
- 2) The listed DBE firm fails or refuses to perform the work of its subcontract in a manner consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE firm to perform its work on the subcontract results from the bad faith or discriminatory action of the awarded contractor;
- 3) The listed DBE firm fails or refuses to meet the awarded contractor's reasonable, nondiscriminatory bond requirements.
- 4) The listed DBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5) The listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- 6) ODOT has determined that the listed DBE firm is not a responsible contractor;
- 7) The listed DBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- 10) Other documented good cause that ODOT determines compels the termination of the DBE firm. Provided, that good cause does not exist if the awarded contractor seeks to terminate a DBE it relied upon to obtain the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions and substitutions of DBE firms put forward by Bidders in the DBE Utilization Plan.

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. The DBE Affirmation Form, “DBE Affirmation Form (PN013) – Projects sold on September 1, 2018 or thereafter”, will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

Before transmitting to ODOT its request to terminate and/or substitute a DBE firm, the Apparent Low Bidder/Awarded Contractor must give notice in writing to the DBE firm, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason(s) for the request.

The Apparent Low Bidder/Awarded Contractor must give the DBE five (5) calendar days to respond to the notice, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days.

GOAL ATTAINMENT POST AWARD

The Awarded Contractor shall make available upon request a copy of all DBE subcontracts. The Awarded Contractor shall ensure that all subcontracts or agreements with DBEs require that the subcontract and all lower tier subcontractors be performed in accordance with this Proposal Note.

Approval of a DBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of a DBE Utilization Plan indicate that the DBE goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the DBE Utilization plan throughout the life of the project. The DBE goal of a project is stated as a percentage of the contract. In the event the contract amount increases or decreases, the actual dollar amount of the DBE goal for the project may increase or decrease accordingly.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected in accordance with ORC §5525.08:

- 1) Failure to submit a complete DBE Utilization Plan at the time of bid;
- 2) Failure to submit DBE Affirmation Form(s) and/or failure to submit Request to Terminate/Substitute DBE Form(s) as required by this Proposal Note; and
Failure to meet the goal and/or failure to demonstrate GFEs to meet the goal as required by this Proposal Note.

POST-BID Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including the submission of adequate good faith efforts to meet the goal for a project, is a material breach of the contract and may result in the issuance of sanctions as follows:

1st Tier:	Letter of Reprimand
2nd Tier:	Damages equivalent to the DBE shortfall
3rd Tier:	If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
 - annual DBE participation
 - annual DBE participation on projects without goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT

25. PN - 031 – 9/1/2020 – Local-let Construction Projects

The U.S. Department of Transportation's (DOT's) rules related to Disadvantaged Business Enterprises are published in the Code of Federal Regulations (CFR), 49 CFR Part 26. Within 49 CFR Part 26, 49 CFR 26.29 lays out the prompt payment requirements that apply to ODOT (the Department), its subrecipients (LPA's), and, by extension, both Prime Contractors and Subcontractors (including non-DBEs). The 49 CFR 26.29 requirements apply only to federally funded contracts (i.e., contracts with DOT financial assistance). The Prime Contractor must comply with this Proposal Note and the Department's prompt payment requirements as published in 107.21 of the Construction and Materials Specifications (C&MS).

The Department will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The Prime Contractor must report the following information:

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

The Prime Contractor must sign each reported payment and submit to ODOT via the GoForms website.

If the Prime Contractor fails to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant and invoices will not be processed for payment.

Payees must verify each payment reported by the payer within 30 days of the payment being signed by the payer. This verification must include:

- 1.) Whether the payment was received, and if so, whether it was as expected or not;
- 2.) The dollar amount of the payment received; 2
- 3.) The date the payment was received.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

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

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

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

26. WAIVER OF CM&S 614.03

ODOT's 2019 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.

27. 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.

28. NON-DISCRIMINATION PROVISIONS

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor, or supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

29. PN 095 – 03/30/2020 Potential Impacts and Delays Due to COVID-19

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay at Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home>

Contractor is on notice that the Project is considered essential and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay at Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required

under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay at Home Order.

Impacts to the Project generated by the Stay at Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should include any impacts they foresee or should have reasonably foreseen due to the Stay at Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay at Home Order from the Ohio Director of Health dated March 22, 2020 is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

30. PN 015 – 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised May 2012 and located here) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to include the provisions of FHWA-1273 in their contract or in their lower-tier subcontracts may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, the LPA can 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 the type of offense;
- the degree of the Contractor's culpability;
- any steps taken to rectify;
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by the LPA.

31. PN 032 – 01/31/2021 – C92s Required on - Local-let Construction Projects

State and Federal law requires that all contractors and subcontractors participating on state or federally funded projects 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 that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found and submit via the GoFormz website located at www.goformz.com.

32. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however,

the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of

minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage

rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor

to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number

for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working

hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or

without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) The prime contractor remains responsible for the quality of the work of the leased employees;

(3) The prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The

1/15/2021 Revision

contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or

to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when

the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment

1/15/2021 Revision

to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix A

Checklist for Bidders- Federally Funded Projects with a DBE Goal

- Quotes have been obtained by DBE firms for participation on the project

- NAICS codes have been verified on the Ohio Unified DBE Directory that the DBE firms to be utilized can be applied toward the project goal for the specific work wanted:
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>

- DBE Utilization Plan has been completed & submitted electronically prior to bid opening via: https://odot.formstack.com/forms/dbe_copy (This applies to all Bidders including DBE Firms)

- The Utilization Plan submitted as described above, meets or exceeds the DBE Goal established for the project

1/15/2021 Revision

- If the DBE Goal has not been met that Good Faith Efforts have been submitted prior to bid to opening to: Dot.contractslettingmgr@dot.ohio.gov

- The affirmation form that is required 5 calendar days after bid opening has been downloaded ready to send out to all DBE firms listed on the Utilization Plan: <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>.

"General Decision Number: OH20210001 09/24/2021

Superseded General Decision Number: OH20200001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	02/12/2021
3	04/23/2021
4	04/30/2021
5	05/21/2021
6	05/28/2021
7	06/18/2021
8	07/02/2021
9	07/09/2021
10	07/16/2021
11	07/30/2021
12	08/06/2021
13	09/24/2021

BROH0001-001 06/01/2019

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0001-004 06/01/2019

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 29.34 16.11

BROH0003-002 06/01/2019

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

Rates Fringes

BRICKLAYER

BRICKLAYERS; CAULKERS;
CLEANERS; POINTERS; &
STONEMASONS.....\$ 36.64 17.13
SANDBLASTERS.....\$ 36.39 17.13
SEWER BRICKLAYERS & STACK
BUILDERS.....\$ 36.64 17.13
SWING SCAFFOLDS.....\$ 37.14 17.13

BROH0006-005 06/01/2019

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0007-002 06/01/2019

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0007-005 06/01/2019

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 29.34 16.11

BROH0007-010 06/01/2019

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 29.34 16.11

BROH0008-001 06/01/2019

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 29.34 16.11

BROH0009-002 06/01/2019

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11
Refractory.....\$ 31.45 19.01

BROH0010-002 06/01/2019

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0014-002 06/01/2019

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0016-002 06/01/2019

ASHTABULA, GEAUGA, and LAKE COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 29.34 16.11

BROH0018-002 06/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,
Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0022-004 06/01/2019

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,
 MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,
 Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0032-001 06/01/2019

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0035-002 06/01/2019

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0039-002 06/01/2019

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0040-003 06/01/2019

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
 WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
 Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
 journeyman rate.
 Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing
 stage and/or scaffold; Ramming and spading of plastics and
 gunniting: \$1.50 per hour above journeyman rate.
 ""Hot"" work: \$2.50 above journeyman rate.

 BROH0044-002 06/01/2019

Rates	Fringes
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Bricklayer, Stonemason
 COSHOCTON, FAIRFIELD,
 GUERNSEY, HOCKING, KNOX,
 KICKING, MORGAN,
 MUSKINGUM, NOBLE (Beaver,
 Buffalo, Seneca & Wayne
 Townships) & PERRY
 COUNTIES:.....\$ 29.34 16.11

 BROH0045-002 06/01/2017

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.65	14.55

 BROH0046-002 06/01/2019

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
 Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
 ""Hot"" work: \$2.50 above journeyman rate.

 BROH0052-001 06/01/2019

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0052-003 06/01/2019

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

 BROH0055-003 06/01/2017

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.65	14.55

 CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2017		

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 and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 29.07	16.22
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 29.07	16.22

CARP0248-005 07/01/2008		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2016		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

CARP0639-003 05/01/2017		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2019		

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91

CARP1311-001 05/01/2017		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05

DIVERS - \$250.00 per day		

CARP1393-003 07/01/2008		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day		

CARP1871-006 05/01/2017		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/25/2020

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,

PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 41.81	4.5%+20.73

 ELEC0032-003 11/29/2020

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.12	20.29

 ELEC0038-002 04/26/2021

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 40.63	21.74

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
 Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
 vacation for 2 or more years' service

 ELEC0038-008 04/26/2021

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 28.80	12.77
Installer Technician.....	\$ 27.55	12.77

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
 Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
 vacation for 2 or more years' service

 ELEC0064-003 11/30/2020

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
 Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
 Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
 Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.67	16.37

 ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

 ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
 STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
 Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
 PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
 Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
 Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0082-002 11/30/2020

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.15	20.51

 ELEC0082-006 11/26/2018

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.18	3.85
Installer/Technician.....	\$ 24.35	11.29

ELEC0129-003 03/01/2021

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	17.71

ELEC0129-004 03/01/2021

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	17.71

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/03/2020

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.30	19.07

ELEC0245-001 01/01/2020

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	25.9%+6.75

Groundman Truck Driver.....	\$ 17.70	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2020

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 46.53	25.9%+6.75
Groundman/Truck Driver.....	\$ 17.70	25.9%+6.75
Heli-arc Welding.....	\$ 40.76	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75
Operator - Class 1.....	\$ 32.37	25.9%+6.75
Operator - Class 2.....	\$ 28.32	25.9%+6.75
Traffic Signal & Lighting Technician.....	\$ 36.41	25.9%+6.75

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2020

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 46.53	25.9%+6.75
Groundman/Truck Driver.....	\$ 17.70	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75
Operator - Class 1.....	\$ 32.37	25.9%+6.75
Operator - Class 2.....	\$ 28.32	25.9%+6.75

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/29/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	84%+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville,

Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

ELEC0317-002 06/01/2021

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.10	27.47

ELEC0540-005 12/28/2020

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.00	25.50

ELEC0573-003 05/31/2021

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.60	20.18

ELEC0575-001 05/31/2021

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	19.74

ELEC0648-001 09/02/2019

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 30.00	19.85

ELEC0673-004 02/01/2020

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 33.56	21.47

ELEC0683-002 06/01/2020

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.50	21.06
ELECTRICIAN.....	\$ 34.50	21.06

ELEC0688-003 06/01/2020

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	19.66

ELEC0972-002 06/01/2020

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 33.95	27.71

ELEC1105-001 05/28/2018

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,

Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.95	17.96

ENGI0018-003 05/01/2019		

ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push

Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 2 - C & D.....\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - C & D.....\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 25.03	19.66
ALL OTHER WORK	
GROUP 1.....\$ 32.69	19.66
ALL OTHER WORK	
GROUP 2.....\$ 32.42	19.66
ALL OTHER WORK	
GROUP 3.....\$ 28.87	19.66
ALL OTHER WORK	
GROUP 4.....\$ 25.58	19.66
ALL OTHER WORK	
GROUP 5.....\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper;

Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

 IRON0017-002 05/01/2021

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, &
 Structural.....\$ 38.03 24.72

 IRON0017-010 05/01/2021

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 38.03	24.72
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IRON0044-001 06/01/2018

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
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IRONWORKER, REINFORCING

Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2020

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 28.76	21.40
Ornamental; Structural.....	\$ 30.27	21.40

IRON0055-003 07/01/2019

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		

Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 30.38	24.40

 * IRON0147-002 06/01/2021

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.35	23.40

 * IRON0172-002 06/01/2021

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.00	21.00

 * IRON0207-004 06/01/2021

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 31.25	25.75
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	24.70
Ornamental; Reinforcing.....	\$ 31.07	26.00

 IRON0290-002 06/01/2021

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through

East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.99	23.10

IRON0549-003 12/01/2020		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 34.03	23.22

IRON0550-004 05/01/2021		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 30.17	21.08

* IRON0769-004 06/01/2021		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 33.00	27.29

* IRON0787-003 06/01/2021		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.68	23.05

LABO0265-008 05/01/2020		

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING,		

MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 33.05	11.25
GROUP 2.....	\$ 33.22	11.25
GROUP 3.....	\$ 33.55	11.25
GROUP 4.....	\$ 34.00	11.25
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 35.66	11.25
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 34.28	11.25
GROUP 2.....	\$ 34.45	11.25
GROUP 3.....	\$ 34.78	11.25
GROUP 4.....	\$ 35.23	11.25
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 32.62	11.25
GROUP 2.....	\$ 32.79	11.25
GROUP 3.....	\$ 33.12	11.25
GROUP 4.....	\$ 33.57	11.25

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges
& Open Structural Steel; Tanks - Water Towers; Bridge
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2019

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 27.64	17.79
GROUP 2.....	\$ 27.39	17.79
GROUP 3.....	\$ 27.39	17.79
GROUP 4.....	\$ 27.39	17.79
GROUP 5.....	\$ 27.39	17.79
GROUP 6.....	\$ 27.39	17.79
GROUP 7.....	\$ 27.39	17.79

GROUP 8.....\$ 27.39 17.79
 GROUP 9.....\$ 27.39 17.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

 PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

 PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates Fringes

PAINTER

HEAVY & HIGHWAY BRIDGES-

GUARDRAILS-LIGHTPOLES-

STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2018

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.04	18.50
Power Generating Facilities.\$ 30.89	18.50

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 24.17	11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.92	11.22
GROUP 4 - Steeplejack Work..\$ 25.12	11.22
GROUP 5 - Coal Tar.....\$ 25.67	11.22
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 32.88	11.22
GROUP 7 - Tanks, Stacks & Towers.....\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....\$ 35.88	11.22

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders

and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2018

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 32.80	17.68
Power Generating Facilities.	\$ 29.65	17.68

PAIN0476-001 06/01/2020

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 26.47	14.53
GROUP 2.....	\$ 33.10	14.53
GROUP 3.....	\$ 26.68	14.53
GROUP 4.....	\$ 27.12	14.53
GROUP 5.....	\$ 27.12	14.53
GROUP 6.....	\$ 27.37	14.53
GROUP 7.....	\$ 28.47	14.53

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 09/01/2020

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.48	16.46

GROUP 2.....	\$ 32.97	16.46
GROUP 3.....	\$ 34.46	16.46
GROUP 4.....	\$ 37.38	16.46

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2020

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 24.66	14.05
Structural Steel.....	\$ 26.26	14.05

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy

that is deemed hazardous, lead abatement, or for work on material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

 PAIN0841-001 06/01/2018

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
 SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
 Scaffolds, Bridge Work and/or Open Structural Steel,
 Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
 Galvanized, Bridges, Tunnels & Related Support Items
 (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
 Drywall Finisher and Follow-up Man Using Automatic Tools

 PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		

Steel; Structural Steel & Metalizing.....	\$ 22.78	13.63
Brush & Roller.....	\$ 21.77	13.63
Spray; Tank Interior & Exterior.....	\$ 22.60	13.63

PAIN1020-002 07/01/2020

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.22	14.11
Drywall Finishing & Taping..	\$ 23.92	14.11
Lead Abatement.....	\$ 26.97	14.11
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 25.87	14.11
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	14.11
Wallcoverings.....	\$ 22.82	14.11

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40
Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
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PLASTERER.....	\$ 28.21	17.11

PLAS0132-002 05/01/2018		
BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0404-002 05/01/2018		
ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018		
LORAIN COUNTY		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		
COLUMBIANA, MAHONING, and TRUMBULL COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		
BELMONT, HARRISON, and JEFFERSON COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 05/01/2018		
FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0886-003 05/01/2018		
DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0886-004 05/01/2018		
ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES		

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLUM0042-002 07/01/2020		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.82	24.67

PLUM0050-002 07/06/2020		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.60	26.73

PLUM0055-003 05/04/2021		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 38.47	28.07

PLUM0083-001 07/01/2017		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2020		

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.78	21.44

PLUM0120-002 05/03/2021		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 41.72	26.30

PLUM0162-002 06/01/2021		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 33.40	27.09

PLUM0168-002 06/01/2021		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.09	33.26

PLUM0189-002 06/01/2019		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.45	16.98

PLUM0219-002 06/01/2021		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 40.42	24.66

PLUM0392-002 06/01/2020		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.91	22.29

PLUM0396-001 06/01/2021		

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.35	27.01

PLUM0495-002 06/01/2018		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.24	23.09

PLUM0577-002 06/01/2019		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.90	24.11

PLUM0776-002 07/01/2020		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.63	25.58

TEAM0377-003 05/01/2021		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"