

MCCAMMON CREEK PARK PARKING LOT

by

PRESERVATION PARKS OF DELAWARE COUNTY (PPDC)

BID OPENING: Wednesday, May 22, 2024 @ 2:00 p.m.

(At Preservation Parks of Delaware County, 2656 Hogback Road, Sunbury, Ohio 43074)

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Advertisement/Notice to Bidders

Sealed bids for the McCammon Creek Park Parking Lot will be received by the:
Preservation Parks of Delaware County (PPDC); By mail to: *Preservation Parks of Delaware County (PPDC)*
2656 Hogback Road
Sunbury, Ohio 43074

Until **2:00 p.m., Wednesday, May 22, 2024** and then at (2:00 p.m.) at said office opened and read aloud.

Plans, Specifications, and Bid Forms may be secured at the *Key Blue Prints, 195 East Livingston Avenue, Columbus, Ohio 43215 or elec.* Project consists new asphalt parking lot located at 3675 East Orange Road, Lewis Center, OH 43035. The project will construct an asphalt drive and parking lot, containing 29 parking spaces, and will include existing trail relocation, localized replacement of the multi-use path and curb and gutter, embankment, excavation, subgrade compaction, aggregate base, drainage, grading, seeding & mulching, erosion control and other appurtenances as shown on the plans. All inquiries shall be directed to Dustin Gohs, P.E., Carpenter Marty Transportation, 10816 Millington Court, Suite 104, Cincinnati, Ohio 45242. Ph: 513-734-8544, email: dgohs@cmtran.com

A fee of **\$25** will be charged for each set of plans, not to be refunded.

All bidders must be on the plan holders list.

A pre-bid meeting will be held on site Wednesday, May 8, 2024 at 1:00 p.m.

No successful bidder will be on the debarred list of the State of Ohio or the State Auditor's Finding for Recovery list.

Each bid must be accompanied by either a bid bond, certified check, or letter of credit, in an amount of 10% of the bid amount with a surety satisfactory to the *Preservation Parks of Delaware County (PPDC)*. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. Bid Guaranty and Contract Bond in the form of Ohio Revised Code Section 153.571 is included in the bid package as an acceptable option.

Bids shall be sealed and marked as Bid for the *McCammon Creek Park Parking Lot*.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to prevailing wage standards, various insurance requirements, and the requirement for a payment bond and performance bond for 100% of the contract price.

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

The Engineer's estimate for the McCammon Creek Park Parking Lot is \$376,767.00

No bidder may withdraw his bid within thirty (30) days after the actual date of opening thereof.

The *Preservation Parks of Delaware County (PPDC)* reserve the right to waive any informalities or reject any or all bids.

Matthew Simpson, RLA
Senior Park Planner

For Publication: Wednesday, May 1 & May 8, 2024

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids: The *Preservation Parks of Delaware County (PPDC)* (herein called the ("Owner")) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the *Preservation Parks of Delaware County (PPDC)* until 2:00 p.m., *Wednesday, May 22, 2024* and then at 2:00 p.m. at said office publicly opened and read aloud. The Envelopes containing the bids must be sealed, addressed to the *Preservation Parks of Delaware County (PPDC)* and designated as bid for the *McCammon Creek Park Parking Lot*.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, and the items listed under number 6. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Method of Bidding: The owner invites LUMP SUM bids as indicated on the Bid Proposal, pages 8 through 10 for the *McCammon Creek Park Parking Lot*. If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a.) Reject all bids;
- b.) Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c.) Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

The Engineer's estimate on the *McCammon Creek Park Parking Lot* is \$376,767.00.

4. Bid Security: Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond, Ohio Revised Code Section 153.57, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Bid Guaranty and Contract Bonds shall meet the requirements of Section 153.571 of the Ohio Revised Code, (form included). The Bid Guaranty and Contract Bond must be signed by an authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The document must be countersigned by a resident agent of the Bonding Company as required by section 5729.09 of the Ohio Revised Code. Bid Guaranties and Contract Bonds must be supported by credentials showing the Power of Attorney of the Agent.

5. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice to the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

6. Notice of Special Conditions: Attention of the bidder is particularly called to those parts of the General Contract Conditions and other Contract Documents and specifications which deal with the Following:

To be completed and filed with bid.

- a.) Non-collusion Affidavit
- b.) Delinquent Personal Property Tax Affidavit
- c.) Bid Guaranty and Contract Bond
- d.) Form W-9, Request for Taxpayer ID Number and Certification.
- e.) Proposal Affidavit
- e.) Bidders Statement
- f.) Contract
- f.) Affidavit of Compliance ORC 3517.13

7. Conditions of Work: Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon.

8. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

9. Examination of Site: Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith. A non-mandatory pre-bid meeting will be held on site Wednesday, May 8TH, 2024 at 1:00 p.m.

10. Additional Obligations upon Contract Award: Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required;

- a.) The contract shall be executed by the successful bidder within 10 days following the notice of award.
- b.) Acceptance of Notice of Award.
- c.) 100% Performance and Payment Bond.
- d.) Contractors Certificate of Insurance; The contractor shall acquire and maintain during the term of the Contract; Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Owned Automobiles and Non-Owned and Hired Automobiles. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability Coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- e.) Contractors Workers Compensation Certificate

GENERAL SPECIFICATIONS

This project includes all work items as set forth on the bid proposal and plans. The Bid Proposal, Plans, Specifications, Notice and Instructions to Bidders, and General Specifications shall be considered a part of the Contract. The Bid Award shall be based upon total LUMP SUM contract price as set forth in the Bid Proposal.

All labor, materials and procedures to be in accordance with the ODOT construction and material specifications book dated January 1, 2023, any supplemental specifications, additional specifications and special provisions within the bidding documents, and the Road and Bridge Standard Drawings from the Ohio Department of Transportation for all details except as noted in the plans. Said referenced specifications and standard drawings are hereby made a part of the Contract. All work shall be performed to the satisfaction of the *Preservation Parks of Delaware County (PPDC)* before payment is made. Contractor shall take extensive care with the embankment necessary to construct the roadway. This work shall be coordinated with PPDC. ODOT Item 203 shall be followed closely including proof rolling and testing if determined to be necessary per PPDC.

Contractor shall hold the *Preservation Parks of Delaware County (PPDC)* free and harmless from all claims arising from any accident or occurrences as a result of the Contractor's operations in the performance of the herein described work. Said Contractor shall have proper insurance with minimum limits of \$500,000 for each person and \$1,000,000 each accident.

The Contractor is to provide for the payment of the Prevailing Wage Rates to all employees and is to provide the *Preservation Parks of Delaware County (PPDC)* with a certified copy of each payroll described, all in accordance to Section 4115, Ohio Revised Code.

All construction operations must be completed within **15 weeks** from the date construction is started unless an extension of time has been granted.

All work shall be coordinated and scheduled with the *Preservation Parks of Delaware County (PPDC)*.

At the completion of the project an Affidavit of Contractor Prevailing Wages, as provided, shall be filed with the *Preservation Parks of Delaware County (PPDC)* for the contractor and any sub-contractors used prior to final payment.

McCammon Creek Park Parking Lot

BID PROPOSAL - Sheet 1

TO THE Preservation Parks of Delaware County (PPDC):

After careful examination of the plans, specifications, form of contract, and site of the proposed work, the undersigned hereby proposes and agrees if this proposal be accepted, to enter into a contract using the form of contract provided for, to furnish all equipment, labor, and materials necessary to complete the said work in accordance with the terms and conditions specified and to furnish a satisfactory bond in the amount of one hundred percent (100%) of the total amount of the contract, conditioned as and in form prescribed by law as a guarantee for the faithful performance of the contract for the following prices as described and the work described in this proposal.

Expected Notice to Proceed: June 17TH, 2024

Time limit: Time limit of project completion from start of construction - 15 weeks.

Date set for completion: **October 15TH, 2024**

PROJECT DESCRIPTION: McCammom Creek Park Parking Lot

All labor, materials and procedures to be in accordance with the ODOT construction and material specifications book dated January 1, 2023, supplemental specifications, additional specifications and special provisions contained herein and the Road and Bridge Standard Drawings from the Ohio Department of Transportation for all details except as noted in the plans.

McCammom Creek Park Parking Lot

REF NO	ITEM NO	ITEM EXTENSION	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	201	11000	1	LUMP	Clearing and Grubbing		
2	202	23000	32	SY	Pavement Removed		
3	202	32500	72	FT	Curb and Gutter Removed		
4	202	98400	2720	SF	Gravel Trail Removed		
5	202	98400	978	SF	Asphalt Trail Removed		
6	203	10000	1696	CY	Excavation		
7	203	20000	1685	CY	Embankment		
8	204	10000	2394	SY	Subgrade Compaction		
9	204	45000	0.8	HR	Proof Rolling		
10	301	46000	5.3	CY	Asphalt Concrete Base		
11	304	20000	507.2	CY	Aggregate Base		
12	407	10000	151.0	GAL	Tack Coat		
13	441	10000	83.9	CY	Asphalt Concrete Surface Course		
14	441	50300	48.6	SY	Asphalt Concrete Intermediate Course		

15	607	98700	1	LUMP	Park Gate		
16	609	12000	72	FT	Combination Curb and Gutter, Type 2		
17	609	26000	35	FT	Curb, Type 6		
18	611	00410	28	FT	4" Conduit, Type F for Underdrain Outlet		
19	611	99710	1	EACH	Precast Reinforced Concrete Outlet		
20	614	11000	1	LUMP	Maintaining Traffic		
21	625	25300 25304 25306	30	FT	Conduit, 1-1/2" (725.04, 725.051, 725.052)		
22	630	00300	3	EACH	Signage		
23	644	01600	2	EACH	Handicap Symbol Marking		
24	644	01200	578	FT	Parking Lot Stall Marking		
25	644	00500	22	FT	Stop Line		
26	659	00300	508	CY	Topsoil		
27	659	10000	4566	SY	Seeding and Mulching		
28	659	35000	19	MGAL	Water		
29	690	50500	29	EACH	Parking Block		

30	690	98300	24	SY	Pavement Crack and Joint Reinforcing Fabric		
31	690	98400	1	LUMP	Bioretention Cell		
32	690	98700	9.4	CY	Limestone Screenings		
33	832	30000	1	LUMP	Erosion Control		
34	623	10000	1	LUMP	Construction Layout Stakes		
35	624	10000	1	LUMP	Mobilization		

*** This is a Lump Sum Project ***

TOTAL LUMP SUM BID PRICE \$ _____

BY:
COMPANY NAME:

SIGNATURE:

ADDRESS:

PRINTED NAME:

TITLE:

PHONE:

DATE:

FAX:

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as _____. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__ THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for _____.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with re-submission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

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

BID GUARANTY AND CONTRACT BOND

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

SIGNED AND SEALED This ____ day of _____, 20____.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name & Address:

BIDDER'S STATEMENT

BIDDER IS REQUIRED TO STATE, IN DETAIL, IN THE SPACE PROVIDED BELOW, WHAT WORK OF A CHARACTER SIMILAR TO THAT INCLUDED IN THE PROPOSED CONTRACT THE BIDDER HAS DONE. GIVE REFERENCE AND SUCH OTHER DETAILED INFORMATION AS WILL ENABLE PRESERVATION PARKS OF DELAWARE COUNTY, OHIO, TO JUDGE RESPONSIBILITY, EXPERIENCE, SKILL AND FINANCIAL STANDING. BIDS FROM CONTRACTORS INEXPERIENCED IN THIS PARTICULAR WORK WILL OR BE CONSIDERED. AMONG OTHER THINGS, THIS STATEMENT SHALL INCLUDE THE FOLLOWING: EVIDENCE TO THE EFFECT THAT THE BIDDER MAINTAINS A PERMANENT PLACE OF BUSINESS; LIST OF EQUIPMENT AVAILABLE FOR THE WORK UNDER THE PROPOSED CONTRACT, TOGETHER WITH STATEMENTS AS TO WHEN PURCHASED, OR OTHERWISE OBTAINED, AND STATEMENT AS TO ITS PRESENT PHYSICAL CONDITION; EVIDENCE TO THE EFFECT THAT THE BIDDER HAS A SUITABLE FINANCIAL STATUS TO MEET OBLIGATIONS INCIDENT TO THE WORK, AND EVIDENCE TO THE EFFECT THAT THE BIDDER HAS APPROPRIATE TECHNICAL EXPERIENCE.

DATE: _____

BIDDER/CONTRACTOR

ADDRESS

SIGNATURE OF PERSON COMPLETING ABOVE FORM

PROPOSAL BOND

(NOT TO BE FILLED OUT IF A CERTIFIED OR CASHIERS CHECK IS SUBMITTED)

KNOW ALL MEN THESE PRESENTS:

THAT WE, THE UNDERSIGNED _____, AS PRINCIPAL, AND _____, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE AUTHORITY, IN THE SUM OF (IN WORDS) . (\$ _____), FOR THE PAYMENT OF WHICH, WELL AND TRULY TO BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ATTACHED PROPOSAL OF FOR _____ A ALL AS STIPULATED IN SAID PROPOSAL, BY DOING ALL WORK INCIDENTAL THERETO, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PROVIDED THEREFORE, IS ACCEPTED AND THE CONTRACT AWARDED TO THE ABOVE NAMED BIDDER, AND THE SAID BIDDER SHALL WITHIN TEN (10) DAYS AFTER NOTICE OF SAID AWARD ENTER INTO A CONTRACT, IN WRITING, AND FURNISH THE REQUIRED PERFORMANCE BOND WITH SURETY, OR SURETIES, TO BE APPROVED BY THE EXECUTIVE DIRECTOR, THIS OBLIGATION SHALL BE VOID, AND THE FULL AMOUNT OF THIS PROPOSAL BOND WILL BE PAID TO THE AUTHORITY AS LIQUIDATED DAMAGES.

SIGNED THIS _____ DAY OF _____ 20_____.

(BIDDER MUST INDICATE WHETHER A CORPORATION, PARTNERSHIP, SOLE PROPRIETOR OR INDIVIDUAL.)

THE PERSON SIGNING SHALL, IN HIS OWN HANDWRITING, SIGN THE BIDDER’S NAME, HIS OWN NAME AND HIS TITLE. WHERE THE PERSON SIGNING FOR A BIDDER IS OTHER THAN THE PRESIDENT, HE MUST, BY AFFIDAVIT FROM ANOTHER OFFICER, SHOW HIS AUTHORITY TO BIND THE BIDDER.

BIDDER

BY

TITLE

SURETY

BY _____

ATTORNEY-IN-FACT

PROPOSAL AFFIDAVIT

(TO BE FILLED IN AND EXECUTED BY THE PERSON SIGNING THE PROPOSAL IF THE PERSON SIGNING THE PROPOSAL IS ANYONE OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, COMPANY, OR PARTNERSHIP.)

COUNTY OF _____)
) SS

_____, BEING DULY SWORN, DEPOSES
AND SAYS THAT HE IS
(AFFIANT)

_____ OF _____
(TITLE)

A CORPORATION, COMPANY OR PARTNERSHIP ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF
THE LAWS OF THE STATE OF _____, AND HAVING ITS PRINCIPAL OFFICE AT
(STREET AND NUMBER)

(CITY) (COUNTY) (STATE)

AFFIANT FURTHER SAYS THAT HE IS FAMILIAR WITH THE RECORDS, MINUTE BOOKS AND BY LAWS OF
(NAME OF CORPORATION)

AFFIANT FURTHER SAYS THAT
(OFFICER'S NAME-OTHER THAN AFFIANT)

IS _____, OF THE CORPORATION, COMPANY OR PARTNERSHIP IS
DULY
(TITLE)

AUTHORIZED TO SIGN THE PROPOSAL FOR

, FOR SAID CORPORATION, COMPANY OR PARTNERSHIP BY VIRTUE OF _____
(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS.)

(IF BY RESOLUTION GIVE DATE OF ADOPTION)

(AFFIANT)

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC IN AND FOR

COUNTY

STATE

MY COMMISSION EXPIRES: _____

CONTRACT

THIS AGREEMENT made this _____ day of _____ 2020, by and between the Preservation Parks of Delaware County (PPDC) hereinafter called the "OWNER" and hereinafter called the "Contractor."

WITNESSETH: That the Owner and the Contractor for the consideration state herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: **McCammom Creek Park Parking Lot** in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: LUMP SUM - The Owner shall pay lump sum amount to the contractor as full consideration for satisfactory performance of the Contract as shown in the Proposal Form.

It is understood that the quantities stated on the proposal form are approximate only and are subject to either increase or decrease; and should the quantity of any item be increased, the Contractor shall perform the additional work at no extra cost to the owner.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor (shall) pay the Prevailing Wage on this contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed (12 weeks), the Owner, for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge \$500.00 per Calendar Day as liquidated damages from money due the Contractor. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: Component Parts of This Contract - The Contract entered into by the acceptance of the Contractor's Bid and the signing of this Agreement consists of all related plans, specifications, proposals, and addenda, all of which are component parts of said Contract and fully apart hereof.

ARTICLE VII: The Contractor shall warranty all work done under this contract including materials and workmanship for a period of one year from the date of final payment. At any time during the warranty period PPDC may notify the Contractor and/or his Surety that certain repairs are necessary. Within 10 working days the contractor shall make the necessary repairs regardless of the cause. In the event the Contractor fails to make the necessary repairs, PPDC may make the repairs and it is agreed that the Contractor shall reimburse the PPDC within 30 days for any expenses incurred.

ARTICLE VIII: Contract Amount - \$_____

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties herein above named, on this day and year first written above written.

OWNER_____

ATTEST _____

BY_____

TITLE_____

ATTEST, if corporation

ATTEST:_____

CONTRACTOR_____

TITLE_____

BY_____

TITLE _____

CORPORATE SEAL

CONTRACT AFFIDAVIT

(TO BE FILLED IN AND EXECUTED BY THE PERSON SIGNING THE PROPOSAL IF THE PERSON SIGNING THE PROPOSAL IS ANYONE OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, COMPANY OR PARTNERSHIP.)

COUNTY OF: _____)
STATE OF: _____) SS

_____, BEING DULY SWORN,
DEPOSES AND SAYS THAT HE IS _____ (TITLE), OF _____
A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF
, AND HAVING ITS PRINCIPAL OFFICE AT
(ADDRESS).

AFFIANT FURTHER SAYS THAT HE IS FAMILIAR WITH THE RECORDS, MINUTE BOOKS AND BY-LAWS OF
(NAME OF CORPORATION)

AFFIANT FURTHER SAYS THAT
(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS.)
(IF RESOLUTION, GIVE DATE OF ADOPTION.)

AFFIANT

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC IN AND FOR

COUNTY STATE

**AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR**

PREVAILING WAGES

I, _____, _____,
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the contractor or subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.24		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01
Apprentice	Percent											
First 6 months	80.00	\$24.99	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$54.64
7-12 months	85.00	\$26.55	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$56.98
13-18 months	90.00	\$28.12	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.27	\$59.32
19-24 months	95.00	\$29.68	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.83	\$61.67
25-30 months	100.00	\$31.24	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$31.66		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64
Apprentice		Percent										
First 6 months	80.00	\$25.33	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.48	\$55.14
7-12 months	85.00	\$26.91	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.06	\$57.52
13-18 months	90.00	\$28.49	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.64	\$59.89
19-24 months	95.00	\$30.08	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.23	\$62.27
25-30 months	100.00	\$31.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy3

Craft : Truck Driver Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$32.66		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14
Apprentice	Percent											
First 6 months	80.00	\$26.13	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.28	\$56.34
7-12 months	85.00	\$27.76	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.79
13-18 months	90.00	\$29.39	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.54	\$61.24
19-24 months	95.00	\$31.03	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.18	\$63.69
25-30 months	100.00	\$32.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2023ibLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$41.49		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Class B	\$41.37		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Class C	\$40.33		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Class D	\$39.15		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Class E	\$33.69		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$41.74		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
Apprentice	Percent											
1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04
Field Mech Trainee Class 2												
1st year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour. *Misc is National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

employed as part of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

Special Jurisdictional Note :

Details :

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

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

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

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

Generators.

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

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

1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04

Special Calculation Note : Other: Education & Safety \$0.09; *Misc is National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

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

Master Mechanics - Master Mechanic

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Laborer Local 574 A (DELAWARE)

Change # : LCN01-2023ibLoc574A

Craft : Laborer Group 1 Effective Date : 05/17/2023 Last Posted : 05/17/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$27.68		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.43	\$54.27
Group 2	\$27.99		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.74	\$54.74
Group 3	\$27.35		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.10	\$53.78
Group 4	\$28.61		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.36	\$55.66
Apprentice	Percent											
1st Year	60.00	\$16.61	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.36	\$37.66
2nd Year	70.00	\$19.38	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.13	\$41.81
3rd Year	80.00	\$22.14	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$34.89	\$45.97
4th Year	90.00	\$24.91	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.66	\$50.12
5th Year	100.00	\$27.68	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.43	\$54.27

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE

Special Jurisdictional Note :

Classification Description

Group 1

Building & Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Fence Installer, Caulkers, Water Trucks, and Hazardous Waste (Level A)

Swimming Pools, Pool Decks, Parking Garage and Surrounding Sidewalks

Group 2

Bottom Man, Grade Checker, Pumps (3 inch or under), off road trucks, Concrete Saws, Fork Lift, Skid Steer, Concrete Specialist, Vibrator and Tamp Person, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blaster, Creosote Worker, Form Setter, Laser Beam Set-up Man, and Hazardous Waste (Level B)

Group 3

Mason Tender, Scaffold Builder, Mortar Mixer, Plasterer Tender, Hod Carrier, Stone Mason Tender, Guniting Operator and Hazardous Waste (Level C)

Group 4

Hazardous Waste (Level D)

Hazardous Waste Removal and Lead Abatement:

Level A

Only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

Level B

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available.

Level C

Protective equipment includes a chemically resistant splash suit and a SCBA or Airline Fed Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries.

Level D

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2023ibLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$34.62		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.42	\$65.73
Group 2	\$34.79		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.59	\$65.98
Group 3	\$35.12		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.92	\$66.48
Group 4	\$35.57		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.37	\$67.15
Watch Person	\$27.35		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.15	\$54.83
Apprentice												
	Percent											
0-1000 hrs	60.00	\$20.77	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$34.57	\$44.96
1001-2000 hrs	70.00	\$24.23	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$38.03	\$50.15
2001-3000 hrs	80.00	\$27.70	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.50	\$55.34
3001-4000 hrs	90.00	\$31.16	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.96	\$60.54
More than 4000 hrs	100.00	\$34.62	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.42	\$65.73

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Gunitite Nozzle Person

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

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