

OFFICE OF THE SUMMIT COUNTY ENGINEER
538 EAST SOUTH STREET
AKRON, OHIO 44311-1848

ALAN BRUBAKER, P.E., P.S.
SUMMIT COUNTY ENGINEER

DEPARTMENT OF HIGHWAYS
BUREAU OF ROADS AND BRIDGES

PROPOSAL

**TO THE BOARD OF TOWNSHIP TRUSTEES OF NORTHFIELD CENTER
TOWNSHIP, SUMMIT COUNTY, OHIO:**

FOR: Springwood Dr. and Natalie Blvd. Reconstruction

Submitted by: _____

Street: _____

Post Office: _____

State: _____

Project No. _____

Location: Northfield Center Township, Summit
County

Date of Letting: _____

Place of Letting: Northfield Center Township Admin. Office

9546 Brandywine Road

Northfield Center, Ohio 44067

Fixed Completion Date: _____

Each proposal shall be made upon the blank forms provided herein for that purpose. It must contain the full name and address of each person or company interested therein. It must also be accompanied by a bond or certified check drawn upon a bank within Summit County and payable to the Board of Township Trustees of Northfield Center Township, Summit County, Ohio, in an amount not less than five percent (5%) of the amount bid as a guaranty that if such proposal is accepted, the bidder will enter into a contract and properly secure the performance thereof by a bond of an acceptable surety company in the amount of one hundred percent (100%) of the bid price within ten (10) days after written notification of the acceptance.

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NOTICE TO BIDDERS
(R.C. 5575.02)

Notice is hereby given that bids will be received at the office of the Board of Township Trustees of Northfield Center Township, 9546 Brandywine Road, Northfield Center, Ohio 44067, Summit County, Ohio, until 4:00 PM, on Friday, February 28th, for furnishing the labor and material required for the Springwood Dr. and Natalie Blvd. Road Reconstruction Project, according to the surveys, plans, profiles, cross-sections, estimates and specifications for such improvement on file with the Northfield Center Township Fiscal Officer.

This notice, along with the corresponding bid documents, will, likewise, be posted on Northfield Center Township's website at the following page:
<https://www.northfieldcenter.com/springwood-and-natalie-road-re-construction-project/>.

Hardcopies of the Bid Documents may be obtained, for a \$10.00 check only non-refundable fee, from the Northfield Center Township Fiscal Officer, during the Township's normal business hours, which are as follows: Monday through Thursday, 8 a.m. to 5 p.m., and Friday, 8 a.m. to 4 p.m. Or, the Bid Documents may be downloaded, free of charge, from the above webpage.

Bids shall be opened by the Northfield Center Township Trustees, on Monday, March 2nd, at 7 pm, at the Northfield Center Town Hall, 9546 Brandywine Road, Northfield Center, Ohio 44067.

The Contract will be awarded to the lowest and best bidder.

Bids are to be submitted on a unit price basis. Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than **Friday, July 31, 2020**.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Attention is directed to the special statutory provisions (R.C. 4115.03 et seq.) governing the prevailing rate of wages to be paid to laborers and mechanics employed on public improvements.

No bid will be considered unless it is accompanied by a bond or a certified check in the amount of five percent (5%) of the amount bid to guarantee that said bid is accepted, a contract will be entered into and the performance of it properly secured.

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

By order of the Board of Township Trustees.

INFORMATION TO BIDDERS

DEFINITIONS:

The word TOWNSHIP, when used in this contract, shall be held to mean the Township of Northfield Center represented by its Board of Trustees, the County Auditor, County Prosecutor and County Engineer or his duly authorized Deputies or Assistants.

The word FISCAL OFFICER, when used in this contract, shall be held to mean the Fiscal Officer of the Board of Township Trustees of Northfield Center.

The word TRUSTEES, when used in this contract, shall be held to mean the Board of Township Trustees of Northfield Center Township.

The word CONTRACTORS, when used in this contract, shall be held to mean the individual, firm or corporation undertaking this contract with the Township of Northfield Center.

The word ENGINEER, when used in this contract, shall be held to mean the Summit County Engineer or his duly authorized assistant whose authority is limited by the particular work entrusted to him.

The word SURETY, when used in this contract, shall be held to mean any person, firm or corporation, that has executed as surety, the Contractor's performance bond, securing the performance of the within contract.

The word INSPECTOR, when used in this contract, shall be held to mean the person appointed by the Engineer to inspect the materials used and work performed under this contract.

WAGES AND HOURS ON PUBLIC WORKS:

The Contractor and/or his sub-contractors shall comply with all the provisions of Chapter 4115, Revised Code, during the entire time this contract is in force. He shall pay at least the minimum rate of wages for all classifications of employees covered by the work items on this contract, plus certain fringe benefits.

The Contractor's attention is particularly called to Section 4115.05, Revised Code, which provides for wages to be prevailing rate in this County in the event of a conflict with rates established by other governmental agencies.

The Contractor shall furnish to the Township, a certified copy of the payroll covering the various classifications of employees used during the work covered by this contract, or shall furnish acceptable evidence that such minimum rates of wages, plus certain fringe benefits, have been paid.

Under the terms of this contract, the work day shall not exceed eight (8) hours. In emergency operations, one (1) hour overtime will be permitted. Prior to the start of work, the Contractor and the Engineer shall determine the starting time for daily work based upon

weather conditions. It is understood that, due to dampness early in the morning, the starting time may be 8:30 a.m. or later.

INSURANCE

The Contractor must provide insurance covering the work period in amount as follows:

Property Damage	\$1,000,000.00
Public Liability	\$1,000,000.00
Workmen's Compensation	Full Coverage

In addition, the Contractor must provide insurance or guarantee, satisfactory to the Township Trustees, up to a maximum of \$1,000,000.00, to cover any liability or claim by or through employees, or other persons, which claim might not be covered by usual forms of Contractor's liability insurance policies.

The Contractor shall hold the Township harmless from any and all lost, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of the work under this Contract occasioned in whole or in part by the actions or omissions of the Contractor, its employees, agents or subcontractors. In the event any action is brought against the township or any of its agents or employees, arising out of the Contractor's or his subcontractor's performance of the work, the Contractor shall assume full responsibility for the defense thereof; upon Contractor's failure to do so upon proper notice. Township reserves the right to defend such action and to charge all costs, including reasonable counsel fees, to the Contractor. Contractor agrees to indemnify and hold Township harmless from any payments the Township may be compelled to make based upon wages to employees of the Contractor, or any subcontractor under any applicable unemployment compensation law or pursuant to any claim

by an employee of the Contractor or any subcontractor under any applicable workmen's compensation law.

POLLUTION CONTROL

All bidders are required to comply with Ohio Environmental Protection Agency regulations pertinent to this project.

Should the bidder care to discuss this, he shall contact Air Pollution, 177 South Broadway, Akron, Ohio 44308, Telephone number (330) 375-2480.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensation, whether in form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid-off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Policy of the County of Summit and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
4. The Contractor shall furnish all information and reports required by the commission or its representative, pursuant to this ordinance, and shall permit access to his books, records and account by the contracting agency and by the Contract Compliance Officer for purposes of investigation to ascertain compliance with the program.
5. The Contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of paragraphs 1 through 8 herein, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County will enter into such litigation as is necessary to protect the interests of the County and to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Contractor or the County may request the United States to enter into such litigation to protect the interests of the United States.

6. The Contractor shall and cause his Subcontractor, if any, to file compliance reports with the County in the form and to the extent prescribed by the commission or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his Subcontractors.
7. The Contractor shall include the provisions of paragraphs 1 through 8 of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or Vendor.
8. Refusal by the Contractor or Subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation until it is determine that the Contractor or Subcontractor is in compliance with the provisions of the contract.
 - (b) Refusal of all future bids for any public contract with the County of Summit or any of its departments or divisions until such time as the Contractor or Subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - (c) Cancellation of the public contract and declaration of forfeiture of the Performance Bond.
 - (d) In cases in which there is substantial or material violation of the threat of substantial or material violation of the compliance procedure or as may be provided for the contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining, within applicable laws, of Contractors, Subcontractors or other organizations, individuals or

groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

PROVISIONS AND SPECIFICATIONS:

The attached plans show the location and scope of the work to be done under this contract.

The Contractor shall furnish, as part of the quotation given to cover the cost of the work, a complete list of all equipment owned by the Contractor to be used under the terms of this contract, including distributors and their related capacity, mechanical equipment of all types and kind that may be required for the work. The Contractor shall complete, as part of the quotation given to cover the cost of the outlined work, Sheets 14, 15, and 16 to furnish the above information and more as required.

The Contractor shall state the number of calendar days necessary for the completion of the work as outlined under the terms of the contract.

The State of Ohio, Department of Transportation's "Construction and Material Specifications" as published January 1, 2010, or the latest publication thereof, shall govern the improvement of those cases when item numbers are listed with the "PROVISIONS AND SPECIFICATIONS". Where method of operation, procedure, basis of payment, etc., are specifically spelled out within these provisions and differ from the State, they shall govern this improvement.

TECHNICAL SPECIFICATIONS:

ODOT's 2016 Construction and Material Specifications (CMS) Manual and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein.

**COUNTY OF SUMMIT ENGINEER
ESTIMATE OF QUANTITIES**

ROAD NAME	LENGTH		WIDTH		AREA		ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
	FT	FT	FT	FT	SY	SY	206	204	304	301	448	452	407	609
							Chemical Stabilization	Subgrade Compaction	6" Agg. Base	Asp. Conc.	Asp. Conc.	Plain Conc. Pavement	Tack Coat 0.04 Gal/SY	Curb&Gutter
							SY	SY	CY	CY	CY	SY	GAL	FT
Springwood Rd. From Sagamore Hills Twp. C.L. to Olde 8 Rd. Curb Driveways (29)	1,870 3,740	22 2.5	4,571 1,039 522			4,571	1,039 522	173 87	460 6	206 3			357 5	3,740
Natalie Blvd. From 7115/7116 Natalie to Sandy Hill Dr. Curb Driveways (14)	1,085 2,170	22 2.5	2,652 603 270			2,652	603 300	100 45	267 8	120 4			207 8	2,170
Extra Area						10	40	43	2	2			16	20
TOTAL			9,657			7,233	2,504	449	743	335			592	5,930

SCOPE OF WORK

Reconstruction work to be performed on Springwood Rd., Northfield Center Township, and Natalie Blvd., Northfield Center and Sagamore Hills Townships, Summit County in accordance with the typical section provided and this scope of work.

PROJECT LIMITS

The limits of the project are as follows: Springwood Rd from Olde 8 to Sagamore Hills Township C.L. Natalie Blvd. form 7115 Natalie Blvd. to Sandy Hill Dr.

TYPICAL SECTION

The existing pavement, subbase, and underlying subgrade will be pulverized to a depth of seventeen (17) inches. Enough of the pulverized material will be removed to allow for the placement of 5.0" (surface course is to finish ¼" above the gutter plate) of hot-mix asphalt. The remaining pulverized material will be chemically stabilized with Portland cement to a depth of twelve (12) inches. The existing curb will be removed, and a new curb poured on the same horizontal and vertical alignment. The new curb will be poured on a 4" subbase of ODOT 304. 5.0" of hot-mix asphalt will be placed. A pavement cross slope of ¼" per foot will be re-established. The reconstructed horizontal and vertical alignment of the pavement will closely match the existing.

STATE OF OHIO 2016 SPECIFICATIONS

The 2016 Construction and Material Specifications of the State of Ohio Department of Transportation, including changes and supplemental specifications listed in the proposal shall govern this improvement, except as amended and/or supplemented by this specification/bid book.

CONSTRUCTION SCHEDULE

After the contract is executed, the contractor shall contact the Northfield Center's Trustees to schedule a pre-construction meeting. Two (2) days prior to the meeting, he shall submit a proposed construction schedule to the Trustees for review.

CONSTRUCTION NOISE

Activities and land use adjacent to this project may be affected by construction noise. In order to minimize any adverse construction noise impacts; any power operated construction-type device shall not be operated between the hours of 7:00 PM and 7:00 AM. In addition, any such device shall not be operated at any time in such a manner that the noise created substantially exceeds the noise customarily and necessarily attendant to the reasonable and efficient performance of such equipment.

CONTINGENCY QUANTITIES

The contractor shall not order materials or perform work listed in the bid book/scope of work for items designated to be used "as directed by the engineer" unless authorized by the engineer. The actual work locations and quantities used at the engineer's discretion shall be made a matter of record by incorporation into the final change order governing completion of this project.

NOTIFICATION OF EXISTING UTILITIES

The contractor shall notify in writing, at least ten (10) working days before breaking ground, all public service corporations having wire, poles, pipe, conduits, manholes, hydrants, valves, or other structures that will be affected by this operation, including all structures which are affected and not shown on the site plan sheets. All work required for public or private utilities will be done by and at the expense of their respective owners, unless otherwise noted on these plans.

UNDERGROUND UTILITIES

The contractor is responsible for notifying and locating all utilities within the project limits prior to construction. The contractor shall be responsible for coordination with the affected utility companies if existing utilities must be relocated.

EXISTING UNDERGROUND STRUCTURES

Existing underground structures, such as storm drains, downspouts, septic systems, etc. damaged by the contractor during the construction of this project, shall be repaired or replaced by the contractor to the satisfaction of the engineer, at the contractor's expense. The county will not consider executing an extra work agreement with the contractor to reimburse him for expenses incurred in the repair or replacement of existing underground structures.

ITEM 107.10 – DELIVERY MAILBOX

When mailboxes and supports interfere with construction, the contractor shall remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the engineer. This work shall be considered as a subsidiary obligation of the contractor. No separate payment is provided for the above work. Mailboxes damaged through the contractor's neglect shall, at his expense, be removed and replaced as directed by the engineer, and to the satisfaction of the property owner. The contractor shall be responsible for coordinating with the local postmaster regarding the timing of the movement of any mailbox to a new location.

ITEM 203 – EXCAVATION, PER PROPOSAL NOTE

This item will include the excavation for the 304 subbase below the proposed curb. Any saw cutting of the stabilized base will be included in this cost.

This item also includes the excavation of the existing drives a depth of ten (10") inches to allow for four (4") inches of 304 and six (6") inches of plain Portland cement. The saw cutting and removal of any existing concrete or asphalt will be included in the unit cost bid for this item. The drives will be removed to a depth of five (5') feet behind the back of curb. Any saw cutting of the drives will be included in this cost.

ITEM SPECIAL – SUBGRADE PREPARATION, PER PROPOSAL NOTE

The contractor shall pulverize the existing asphalt pavement, subbase and subgrade to a minimum depth of seventeen (17") inches and re-grade the milled material to the widths, grades and profile shown in the typical. The material shall be graded to the tolerances specified in the ODOT Spec. 203.08. The contractor will be responsible for hauling away any excess material or unsuitable material before any stabilizing is done and the cost for this work shall be included in this pay item.

ITEM 206 – CEMENT STABILIZED SUBGRADE, PER PROPOSAL NOTE

The contractor will initially pulverize the existing asphalt, subbase, and subgrade to a depth of (17") seventeen inches. Then using grade control established from the existing top of curb the contractor will grade the roadway at a quarter inch per foot and remove enough material to allow for the 5.0 inches of hot-mix asphalt to be placed (the surface course will finish ¼" above the gutter plate). All excess material removed will be disposed of off site and payment for this work will be in the unit cost bid for - Item Special - Subgrade Preparation. The contractor will then chemically stabilize the remaining material with Portland cement to a depth of (12") twelve inches, compact the subgrade, and grade to a final cross slope of ¼" per foot.

ITEM 209 – LINEAR GRADING, PER PROPOSAL NOTE

This item shall consist of restoring the disturbed areas behind the proposed curb. The area shall be graded by excavating and/or filling to maintain positive drainage over the curb. The area shall be scalped of all vegetation prior to the restoration work. Enough of the existing material shall be removed to allow for the replacement of three inches of topsoil, seeding and mulching. It shall include any additional material needed to maintain positive drainage and the restoration of all grassy areas damaged during the construction of this improvement. The work shall include the repair of all areas damaged due to the installation of conduit, curbs, drive aprons, etc. Included in the cost of this item is Item 653 – 3" Topsoil, Item 659 – Seeding and Mulching, Item 659 – Commercial Fertilizer, Item 659 – Agricultural Liming, and Item 659 – Water. No separate payment shall be

made for this work; it shall be included as part of Item 209 – Linear Grading, Per Proposal Note.

It is the contractor's responsibility to maintain surface drainage, to control erosion, and to stabilize all disturbed areas.

The quantity of linear grading shall be measured in stations along the baseline, shall include both sides of the road, and is estimated to be a maximum of sixteen (16) feet in width (eight feet on each side of the road). Although the bid quantities are to be based on a width of sixteen feet, the actual width of linear grading shall be as directed by the engineer to repair all grassy areas damaged by the contractor during construction of this improvement. No price adjustments shall be made for variations in the actual width of the linear grading work. Payment shall be made at the contract price for:

Item 209 – Linear Grading, Per Proposal Note, 30 STA.

ITEM 448 – ASPHALT CONCRETE - DRIVES, PER PROPOSAL NOTE

This item will consist of paving a two (2') foot wide transition between all existing asphalt driveways and the proposed concrete apron. Included in the unit price bid for this item will be saw cutting the existing pavement, removing enough of the existing material to allow for a replacement pavement section of 2 ½ inches of 448 T2 and 1 ½ inches of 448 surface course.

ITEM 448 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, PER PROPOSAL NOTE

The surface course of asphalt will finish ¼" above the proposed gutter plate.

ITEM 611 – 4" CONDUIT, TYPE E, 707.44, A.D.B.E.

Existing roof drains, footer drains, or yard drains, disturbed by the proposed work shall be provided with an unobstructed outlet as directed by the engineer.

All labor, material and necessary bends, branches, collars, fittings, etc. shall be included for payment in the linear foot bid price.

The following estimated quantities have been carried to the general summary for the work noted above:

Item 611 – 4" Conduit, Type 'E' 707.44 100 LF, A.D.B.E.

ITEM 611 – CATCH BASIN, ODOT No. 3A

The cost of the conduit to connect the proposed catch basin to the existing system shall be paid for under the unit cost bid for the particular conduit size all other costs are to be

included in the cost of the catch basin. The contractor shall examine the site and satisfy himself as to the nature of this work prior to bidding.

THE CONTRACTOR SHALL PURCHASE THE CASTING FROM AN OHIO CERTIFIED MBE SUPPLIER.

ITEM 605 – SHALLOW UNDERDRAIN, 707.41

The removal of the existing underdrains will be included in this item.

ITEM 609 – CURB, TYPE 2

The provisions of Item 609 – Curb, Type 2, shall apply except as modified herein.

All curbs marked for removal shall be replaced with Type 2 curb and gutter in accordance with O.D.O.T. Standard Construction Drawing BP-5.1.

The cost of removal of the existing curb and gutter shall be paid under item 202 curb and gutter removed. The cost of installing the curb cuts in accordance with O.D.O.T. Standard Construction Drawing BP-4.1, shall be included in the linear foot cost of Item 609 – Curb, Type 2.

ITEM 623 – CONSTRUCTION LAYOUT STAKES, PER PROPOSAL NOTE

The contractor will have his surveyor locate the horizontal and vertical alignment of the existing curb prior to removal. The proposed curb will closely match the existing alignment. The top of the proposed curb will be used to determine the proposed subgrade and pavement elevations

The contractor shall be responsible to procure the services of a surveyor registered in the State of Ohio to provide all construction staking.

The above requirements shall not be construed to replace any requirements as stated in the current publication of the Ohio Department of Transportation Construction Manual Specifications.

Payment for the above work shall be made under item 623, Construction Layout Stakes – Per Proposal Note.

SURVEY MONUMENTATION REPLACEMENT

The contractor shall be responsible to procure the services of a surveyor registered in the State of Ohio to reset disturbed survey monumentation.

Prior to the beginning of construction, the position of all existing survey monumentation, including property corners, in danger of being disturbed by construction, shall be

accurately referenced by survey methods so as to re-establish their position and replace the monumentation as necessary.

A copy of the field notes and coordinate list in a standard ASCII format for the above monumentation will be provided on a disk to the County Engineer's Survey Department before construction begins.

Any survey monumentation that is disturbed during construction shall be replaced to its original position. Exemption from the requirement to reset a particular survey monument shall require the approval of the County of Summit Engineer.

The reset survey monumentation shall when practical:

1. Be composed of a durable material
2. Have a minimum length of 30 inches
3. Have a minimum cross-sectional area of material of 0.2 square inches
4. Be identifiable with a durable marker bearing the surveyor's Ohio registration number and/or company name
5. Be detectable with conventional instruments for finding ferrous or magnetic objects

All survey field work to replace survey monumentation will be documented in a field book(s) provided by the County of Summit Engineer and will remain the property of said Engineer

The above requirements shall not be construed to replace any requirements as stated in the current publication of the Ohio Department of Transportation Construction Manual Specifications.

Payment for the above work shall be made under item 623, Construction Layout Stakes – Per Proposal Note.

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT 1120
MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS**

June 13, 2011

- 1120.01 Description**
- 1120.02 Testing Laboratory**
- 1120.03 Sampling and Testing of Untreated Soil**
- 1120.04 Mixture Design Test Procedure**
- 1120.05 Recommended Spreading Percentage Rate**
- 1120.06 Mixture Design Report**
- 1120.07 Field Verification of the Mix Design**

1120.01 Description. This work consists of sampling and testing soils mixed with cement, lime, or lime kiln dust to determine the optimum mix design. This supplement can be used in design to compare alternative mixes, and in construction to determine the optimum spreading percentage rate.

1120.02 Testing Laboratory. Use an accredited Geotechnical Testing Laboratory with a qualified staff experienced in testing and designing chemical stabilization and capable of performing the tests listed in the tables below. The staff must be under the supervision of a Professional Engineer with at least five years of geotechnical engineering experience. The Geotechnical Testing Laboratory must be currently accredited by either of the following:

AASHTO Materials Reference Laboratory (AMRL)
National Institute of Standards and Technology
100 Bureau Drive, Stop 8619
Building 202, Room 211
Gaithersburg, Maryland 20899-8619
(301)-975-5450 www.amrl.net

American Association of Laboratory Accreditation (A2LA)
5301 Buckeystown Pike, Suite 350
Frederick, Maryland 21704
(301)-644-3248 www.A2LA.org

The Geotechnical Testing Laboratory minimum accreditations required are a general laboratory inspection and the following AASHTO or ASTM designation tests:

TABLE 1120.02-1

Test Method	AASHTO Designation	ASTM Designation
Dry Preparation of Soil Samples	T 87	D 421
Particle Size Analysis of Soils	T 88	D 422
Determining the Liquid Limit of Soils	T 89	D 4318
Determining the Plastic Limit and Plasticity Index of Soils	T 90	D 4318
Moisture-Density Relations of Soils (Standard Proctor)	T 99	D 698
Specific Gravity of Soils	T 100	D 854
Unconfined Compressive Strength of Cohesive Soil	T 208	D 2166
Laboratory Determination of Moisture Content of Soils	T 265	D 2216

Ensure the Geotechnical Testing Laboratory is also proficient in the following tests:

TABLE 1120.02-2

Test Method	AASHTO Designation	ASTM Designation	Other Test Method
Family of Curves – One Point Method	T 272	–	–
Classification of Soils (as modified by the Department Specifications for Geotechnical Explorations)	M 145	–	–
Organic Content by Loss on Ignition	T 267	D 2974	–
Determining Sulfate Content in Soils – Colorimetric Method	–	–	TEX-145-E ^[1]
Moisture-Density Relations of Soil-Cement Mixtures	–	D 558	–
Wetting and Drying Compacted Soil-Cement Mixtures	–	D 559	–
Making and Curing Soil-Cement Compression and Flexure Test Specimens in the Laboratory	–	D 1632	–
Compressive Strength of Molded Soil-Cement Cylinders	–	D 1633	–
Laboratory Preparation of Soil-Lime Mixtures Using a Mechanical Mixer	–	D 3551	–
One Dimensional Expansion, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures	–	D 3877	–
Unconfined Compressive Strength of Compacted Soil-Lime Mixtures	–	D 5102	–
Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization	–	D 6276	–

[1] Texas Department of Transportation (Feb. 2005) ftp.dot.state.tx.us/pub/txdot-info/cst/TMS/100-E_series/pdfs/soil145.pdf

1120.03 Sampling and Testing of Untreated Soil. Collect one soil sample for every 5000 square yards (4000 m²) of treated subgrade area or 2000 cubic yards (1500 m³) of treated embankment, but not less than a total of four soil samples for a project. Each sample consists of 75 pounds (35 kg) of soil (about a five gallon bucket). Record the station, offset, and elevation of each sample location.

When this supplement is used during construction for stabilizing embankment (Item 205), collect samples from locations and elevations that represent the soils that will be chemically treated. When this supplement is used during construction for stabilizing subgrade (Item 206), collect samples of in-place soil at the proposed subgrade elevation. However, if the chemical stabilization will be performed on embankment fill, collect the soil samples from the source or sources of the embankment material that will be stabilized. Collect each sample from a different location. For in-place soil samples, collect the samples from locations distributed across the treated area. Obtain the Department's approval before collecting samples from outside the treated area.

When this supplement is used during the design phase, the geotechnical consultant shall submit a plan to modify the above sampling procedure to quantify the effects of chemical mixtures on the soil that will be stabilized.

Visually inspect each soil sample for the presence of gypsum (CaSO₄·2H₂O). Gypsum crystals are soft (easily scratched by a knife; they will not scratch a copper penny), translucent (milky) to transparent, and do not have perfect cleavage (do not split into thin sheets). Photos of gypsum crystals are shown in Figures 1120-1 to 1120-4. If gypsum is present, immediately notify the Department.

Perform the following tests on each soil sample. Perform each test according to the test method shown and as modified by the Department Specifications for Geotechnical Exploration (Section 603.3). If more than one test method is shown for a test, use any of the given test methods to perform the test. If the sulfate content is greater than 3,000 parts per million (ppm), immediately notify the Department.

TABLE 1120.03-1 TESTS FOR UNTREATED SOIL

Test	AASHTO Designation	ASTM Designation	Other Test Method
Moisture content	T 265	D 2216	—
Particle-size analysis	T 88	D 422	—
Liquid limit	T 89	D 4318	—
Plastic limit and plasticity index	T 90	D 4318	—
Family of curves – one point method	T 272	—	—
Organic content by loss on ignition	T 267	D 2974	—
Sulfate content in soils – colorimetric method			TEX-145-E ^[1]

[1] Texas Department of Transportation (Feb. 2005)
ftp.dot.state.tx.us/pub/txdot-info/cst/TMS/100-E_series/pdfs/soi145.pdf

Classify the soil sample according to the ODOT soil classification method described in the Department Specifications for Geotechnical Exploration (Section 603). Determine the optimum

moisture content and maximum dry density of the soil using the one-point Proctor test and the Ohio typical moisture-density curves according to Supplement 1015.

Submit the soil classification and test results for each sample to the Department for review before continuing with the mixture design test procedure. Also submit to the Department for review and acceptance a recommendation as to how the soil samples will be combined or grouped for the remaining mixture design test procedures. Obtain written acceptance from the Department before continuing with the mixture design test procedure. Allow seven days for the review. During construction, submit the information to the Project Engineer, who will forward the submittal to the District Geotechnical Engineer, the Office of Geotechnical Engineering, or the Office of Construction Administration. During design, submit the information to the District Geotechnical Engineer.

1120.04 Mixture Design Test Procedure. Use the following procedure to prepare four mixtures from each soil sample that will be tested. From each mixture, prepare three specimens for testing. This results in a total of 12 test specimens for each soil sample.

Each mixture consists of soil mixed with varying amounts of the stabilization chemical, except for the first mixture which consists of the untreated soil. The percentage of stabilization chemical in each mixture is shown in the table below. Calculate the quantity of stabilization chemical to add to the mixture by multiplying the given percentage by the dry weight of the soil.

TABLE 1120.04-1 PERCENTAGE OF CHEMICAL FOR TRIAL MIXES

	Cement	Lime	Lime Kiln Dust
Mix 1 (Untreated soil)	–	–	–
Mix 2	3%	MLP	4%
Mix 3	5%	MLP + 2%	6%
Mix 4	7%	MLP + 4%	8%

MLP – Minimum Lime Percentage (1120.04.A)

Carefully store the cement, lime, or lime kiln dust until used so that it does not react with moisture or excess carbon dioxide. When this supplement is used during construction, use cement, lime, or lime kiln dust from the same source that will supply the chemical for soil stabilization.

A. Minimum Lime Percentage. If using lime for chemical stabilization, determine the minimum percentage of lime required for soil stabilization using ASTM D 6276 (also known as the “Eades-Grim” test). Determine the lowest percentage of lime that produces a pH of 12.4. Report this value as the Minimum Lime Percentage. ASTM D 6276 addresses special cases where the highest measured laboratory pH is less than 12.4. Notify the Department if the measured pH is less than 12.3 or if the Minimum Lime Percentage is greater than 8 percent.

Not all laboratory pH-measuring devices are capable of accurate calibration to determine pH levels above 12.0. Ensure the pH meter can accurately measure pH up to 14 and can be calibrated with a pH 12 buffer solution.

B. Optimum Moisture Content and Maximum Dry Density. Determine the optimum moisture content and maximum dry density of treated soil mixtures using the one-point Proctor test and the Ohio typical moisture-density curves according to Supplement 1015 (the optimum moisture content and maximum dry density of the untreated soil were determined in 1120.03 above.) Prepare the mixtures according to ASTM D 3551 if using lime, and according to ASTM D 558 if using cement or lime kiln dust.

Thoroughly mix the soil, stabilization chemical, and water until the chemical appears to be consistently blended throughout the soil. Use a laboratory or commercial-grade mixer, such as a Hobart mixer. Do not mix by hand.

If using lime for stabilization, seal the mixture in an airtight, moisture-proof bag or container, and store it at room temperature for 20 to 24 hours. This is called the “mellowing” period. Remove the soil-lime mixture from the sealed container and lightly remix it for one to two minutes before performing the one-point Proctor test. Cement and lime kiln dust do not require a “mellowing” period.

C. Unconfined Compressive Strength Specimens. Prepare three specimens for unconfined compressive strength (UCS) testing from each mixture shown in Table 1120.04-1. If using lime for stabilization, use ASTM D 5102, Procedure B. If using cement or lime kiln dust, use ASTM D 1633, Method A. Compact the specimens at the moisture content shown in Table 1120.04-2.

TABLE 1120.04-2 MOISTURE CONTENT FOR PREPARING UCS SPECIMENS

	Cement	Lime	Lime Kiln Dust
Mix 1 (Untreated soil)	OMC (<i>u</i>)	OMC (<i>u</i>)	OMC (<i>u</i>)
Mix 2	OMC (2)	OMC (2) + 2%	OMC (2) + 1%
Mix 3	OMC (3)	OMC (3) + 2%	OMC (3) + 1%
Mix 4	OMC (4)	OMC (4) + 2%	OMC (4) + 1%

OMC (*u*) – Optimum moisture content of untreated soil (determined in 1120.03)

OMC (*n*) – Optimum moisture content of Mix *n* (determined in 1120.04.B)

D. Curing. Immediately wrap each specimen with plastic wrap and store each specimen in a separate airtight, moisture-proof bag. If using lime for stabilization, store the specimens at 104 °F (40 °C). If using cement or lime kiln dust for stabilization, store the specimens at 70 °F (21 °C). Allow the specimens from the treated soil mixtures (mixes 2, 3, and 4) to cure undisturbed for seven days. Do not cure the untreated soil specimens for more than 24 hours before performing the strength tests on them.

E. Moisture Conditioning. After curing, moisture condition the specimens from the treated soil mixtures by capillary soaking before performing the unconfined compressive strength tests. Do the following:

1. Remove the specimens from the airtight bag and remove the plastic wrap.
2. Use a caliper or pi-tape to measure the height and diameter of the specimens. Record at least three height and diameter measurements each. Calculate the average height and diameter.
3. Wrap the specimens with a damp, absorptive fabric.

4. In a shallow tray, place each wrapped specimen on a porous stone.
5. Add water to the tray until the water level is near the top of the stone and in contact with the absorptive fabric, but not in direct contact with the specimen.
6. Allow the specimens to capillary soak for 24 hours (\pm 1 hour).
7. Remove and unwrap the specimens and proceed with expansion testing.

Do not moisture condition the untreated soil specimens.

F. Expansion Testing. After moisture conditioning the specimens from the treated soil mixtures, but before performing the strength tests, measure the height and diameter again. Record and average at least three height and diameter measurements for each specimen. Calculate the volume change from before to after moisture conditioning. Report this change as a percentage. Notify the Department if the volume change exceeds 1.5 percent. Further expansion testing may be required using ASTM D 3877. If further expansion testing is required, the Department will pay for it as Extra Work. Do not perform the expansion testing on the untreated soil specimens.

G. Unconfined Compressive Strength Testing. Determine the unconfined compressive strength of each specimen according to the following:

1. For untreated soil, use AASHTO T 208 or ASTM D 2166.
2. For lime, use ASTM D 5102, Procedure B.
3. For cement or lime kiln dust, use ASTM D 1633, Method A.

Calculate the average unconfined compressive strength for each mixture.

1120.05 Recommended Spreading Percentage Rate. Estimate the recommended spreading percentage rate using the following procedure.

A. Generate a graph that shows the average unconfined compressive strength for each mixture versus the percent of stabilization chemical in the mixture (include the strength for the untreated soil at zero percent). Include the results from all tested soil samples.

B. Determine the minimum percentage of chemical that results in an average 8-day unconfined compressive strength that meets the minimum strengths shown in the following table. Interpolate the minimum percentage between points on the graph. If the average strength for the mixture with the greatest percentage of stabilization chemical does not meet the minimum strengths, contact the Department.

TABLE 1120.05-1 MINIMUM UNCONFINED COMPRESSIVE STRENGTH

	UCS after 8 days	Increase over UCS of Mix 1 (untreated soil)
Cement	100 psi (0.7 MPa)	+50 psi (+0.35 MPa)
Lime	100 psi (0.7 MPa)	+50 psi (+0.35 MPa)
Lime Kiln Dust	100 psi (0.7 Mpa)	+50 psi (+0.35 MPa)

C. Round the minimum percentage up to the nearest 0.5 percent.

D. Add 0.5 percent to the percentage.

The Department may adjust the recommended spreading percentage rate due to site specific conditions.

1120.06 Mixture Design Report. Submit a mixture design report to the Department for review that includes the following information:

A. For each soil sample, report the following:

1. Soil classification
2. Moisture content
3. Particle-size analysis
4. Liquid limit
5. Plastic limit and plasticity index
6. Sulfate content (ppm)

B. For each specimen, report the following:

1. Height and diameter measurements and averages from before and after moisture conditioning
2. Calculated percent volume change (swell)
3. Unconfined compressive strength

C. For each mixture, report the following:

1. Percent of chemical in the mixture
2. Optimum moisture content
3. Maximum dry density
4. Average volume change (swell)
5. Average unconfined compressive strength

D. The graph of average strength versus the percent of stabilization chemical in the mixture.

E. The recommended spreading percentage rate for the stabilization chemical.

During construction, submit the report to the Project Engineer for review. Allow seven days for the review. The Project Engineer will forward the submittal to the District Geotechnical Engineer, the Office of Geotechnical Engineering, or the Office of Construction Administration. The Department will determine the spreading percentage rate based on the mixture design report and site specific conditions.

During design, submit the report to the District Geotechnical Engineer.

1120.07 Field Verification of the Mix Design. During construction, sample the treated soil after mixing but before compaction. Take three samples from random locations for every 15,000 cubic yards (11,500 cubic meters) of treated soil for Item 205 and for every 40,000 square yards (33,500 square meters) for Item 206. Prepare three test specimens in the field from each sample according to 1120.04.C above, except compact the specimens at the in-place moisture content.

Immediately wrap each specimen with plastic wrap and store each specimen in a separate airtight, moisture-proof bag before transporting the specimens to the lab. Perform the procedures described in 1120.04.D through 1120.04.G.

Submit the measurements and test results for each set of field verification samples to the Project Engineer as they are completed. The Project Engineer will forward the submittal to the District Geotechnical Engineer, the Office of Geotechnical Engineering, or the Office of Construction Administration.

PHOTOS OF GYPSUM CRYSTALS

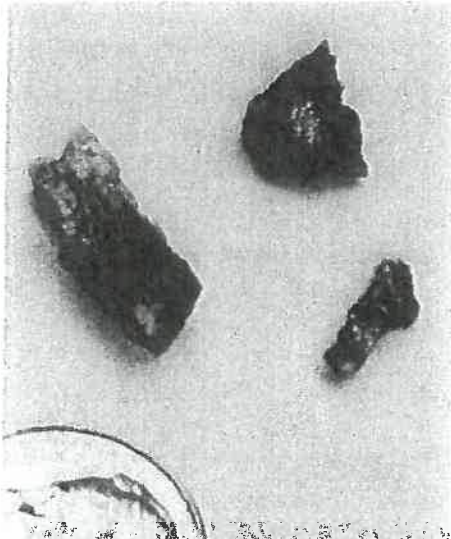


FIGURE 1120-1 Gypsum crystals

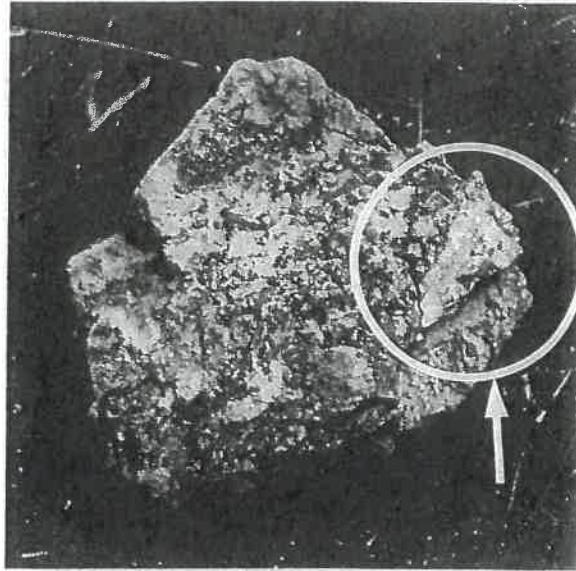


FIGURE 1120-2 Gypsum crystal in clay



FIGURE 1120-3
Specimen quality gypsum crystal

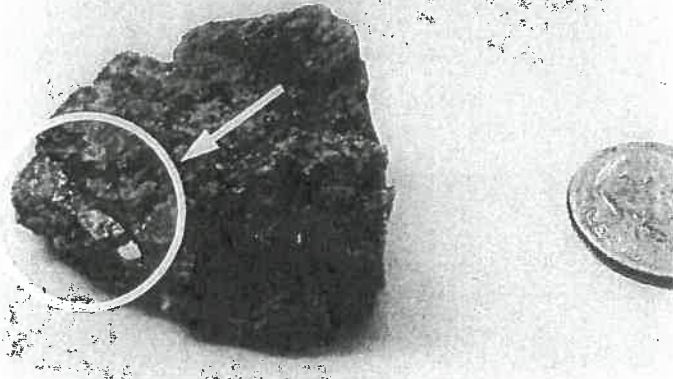


FIGURE 1120-4 Gypsum crystal in clay

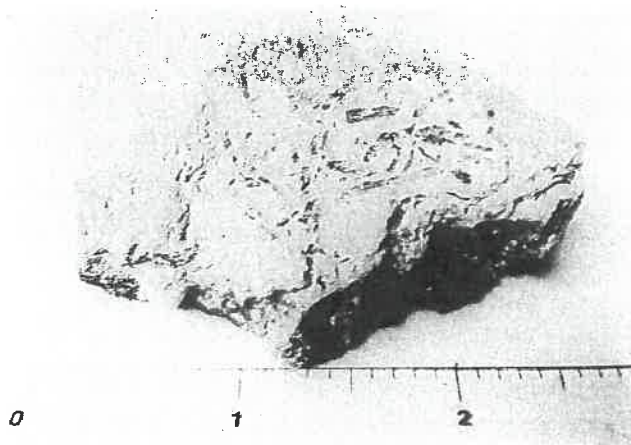
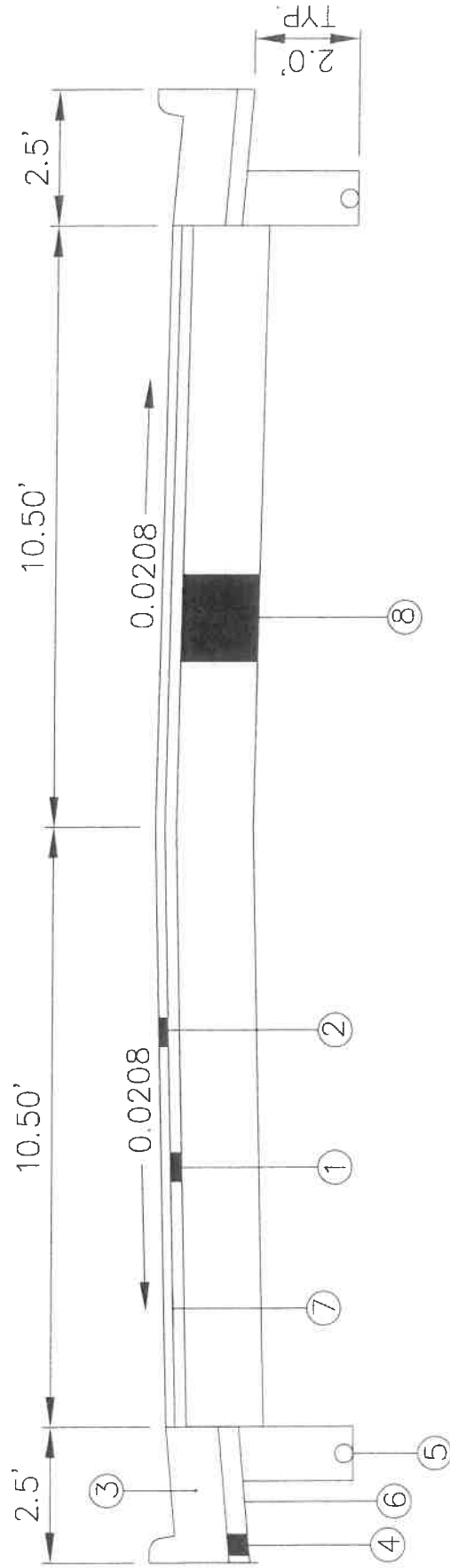


FIGURE 1120-5 Gypsum crystals in clay

For more information about identifying minerals, see FHWA (1991) *Rock and Mineral Identification for Engineers*, Publication No. FHWA-HI-91-025, U.S. Department of Transportation.

TYPICAL SECTION



- ① ITEM 301 - 3.5" ASPHALT CONCRETE BASE COURSE, PG 64-22
- ② ITEM 448 - 1.5" ASPHALT CONCRETE WEARING COURSE
TYPE 1, PG 64-22
- ③ ITEM 609 - ODOT TYPE 2 COMBINATION CURB & GUTTER
- ④ ITEM 304 - 4" AGGREGATE BASE
- ⑤ ITEM 605 - 4" SHALLOW PIPE UNDERDRAIN, 707.41
- ⑥ ITEM 204 - SUBGRADE COMPACTION
- ⑦ ITEM 407 - TACK COAT
- ⑧ ITEM 206 - IN PLACE CHEMICAL STABILIZATION, PER PROPOSAL NOTE, 12" DEEP

List equipment which you intend to purchase or rent for use on the proposed work, should the contract be awarded to you.

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

Are there any liens outstanding against you or any of your projects? _____. If answer is yes to the above, please furnish details. (If there is insufficient space below, attach additional sheets.)

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

Owner and Location	Amount of Contract	Type of Work Done	Date

STATE OF OHIO)
) SS
COUNTY OF)

AFFIDAVIT

_____, being first duly sworn, deposes and says that he is
_____ (sole owner, a partner, president, etc.) of

the party making this bid and that the answers given on Request for Qualifications Forms are complete and true.

(Signed) _____ Title

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

Notary Public

INSTRUCTIONS TO BIDDERS

Bidders are advised, before submitting their proposals, to familiarize themselves with the present condition of the project involved, by a careful examination of the same on the ground, as well as with the plans, profiles and specifications.

Each proposal must contain the full name of the party or parties making the same and all persons interested therein.

Certified checks shall be made payable to the order of the Fiscal Officer of the Board of Township Trustees. Should any proposal be rejected, such check will be returned to the bidder. Should any proposal be accepted, such check will be returned upon proper execution and securing of the contract. If the bidder to whom the contract has been awarded shall refuse or neglect, within ten (10) days after the notice of such award, to execute the same and furnish surety in the amount required, then the certified check shall be forfeited to said Township as liquidated damages for such neglect or refusal. The amount so collected shall be paid into the fund provided for payment of the cost of the proposed improvement.

When a proposal is accepted, and within ten (10) days thereafter, the bidder whose proposal is so accepted, will be required to enter into a contract in the form hereto attached and give bond, in the sum of one hundred percent (100%) of the bid price, executed by an authorized surety, guaranty or trust company, or companies, to the satisfaction of the Board of Township Trustees.

In addition to the standard performance bond, a one year maintenance bond, in the amount of ten percent (10%) of the contract amount, shall be required of the successful bidder at his own expense. The one year term of this guarantee shall begin on the date of the final acceptance of this improvement and shall guarantee that this improvement shall remain in good condition for and during the entire period of the guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the work or if it becomes apparent that any of the work is not in accordance with the requirements, or if any work constructed under this contract requires repair due to defects in material or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, as determined by the Township, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or to start such repairs within five (5) days, the Township reserves the right to make such corrections at the expense of the Contractor or the Bonding Company.

If the bid is made by a firm or corporation, the name and place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing shall state under the laws of what State the corporation was chartered and the name and title of the officers having authority under the by-law to sign contracts. Anyone signing a proposal as agent must file with it legal evidence of his authority to do so.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be cause for rejection of all proposals in which he is interested. Any or all proposals will be rejected if there are reasonable grounds for supposing that there is collusion among bidders, and all participants in such collusion shall not receive further recognition as bidder for this work.

Bidders are invited to be present at the opening of proposal, which will occur at the office of the Fiscal Officer of the Board of Township Trustees at Northfield Center Township, 9546 Brandywine Road, Northfield Center, Ohio 44067 on March 2, 2020 @ 7:00 PM.

ASSIGNMENT OF CONTRACT

The successful Contractor shall not assign this contract, or any part thereof, without the approval of the Board of Township Trustees, nor without the consent of surety, unless the surety has waived its right to notice of assignment. All assignments of funds are subject to the prior lien for services rendered, or materials supplied, for the performance of the work called for in the contract, in favor of all persons, firm or corporations rendering such services or supplying such materials.

The bidder's special attention is directed to the inclusion of a copy of Wage Decision Ohio 78-2157 with modification #1 and the HUD 4010, "Federal Labor Standards Provisions".

PROPOSAL

Ohio, _____, _____

To the Fiscal Officer of the Board of Township Trustees of Northfield Center Township.

The undersigned bidder certifies that he has examined, in their entirety, the Notice to Contractors, Instructions to Bidders, Form of Contract, General Provisions, General and Supplement Specifications, and the Estimated Quantities, Drawings, Plans of "Standard" structures, which shall govern this improvement and are made a part of this proposal and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

Springwood Dr. and Natalie Blvd. Reconstruction

The undersigned proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the work called for under this improvement, all upon the terms and under the conditions and provisions set forth in this proposal, in the Instructions to Bidders, Form of Contract and Bond, General Provisions and Specifications herein contained, and in accordance with the Drawings and plans of "Standard" structures for such improvement, and in consideration thereof, to accept from the County of Summit, as full payment for the completion of each item as specified, the respective unit price hereafter set forth.

It is understood and agreed that the "Estimated Quantities" are approximate only, and that they shall be used in determining the total amounts of bids for the purpose of ascertaining the lowest bidder, and may be increased, diminished or deleted at the option of the County during the term of contract. If awarded the contract, the undersigned shall not be entitled to any claim for loss of profits or other damages, should the actual quantities of any or all items specified provide to be greater, or less, than is herein given in the column of Estimated Quantities.

The undersigned agrees that, if this proposal shall be accepted, the undersigned will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the work proposed, and, as a guaranty if the faithful performance thereof, to furnish at the time of execution of the contract, a bond in the amount equal to one hundred percent (100%) of the total bid price, with sureties subject to the approval of the Township Trustees. Upon failure to execute the Contract and Bond as aforesaid, it is agreed that the undersigned shall forfeit the certified check accompanying the proposal to the township as liquidate damages caused by such failures.

The bidder hereby agrees that the Board of Township Trustees has the right to reject any and all bids, and the bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

It is understood that the Township may reject any and all unreasonable prices.

Accompanying this bid is a certified check or bid bond in the amount of _____ Dollars (\$ _____), payable to the Fiscal Officer of the Board of Township Trustees of Northfield Center Township, which, it is agreed, shall be retained as liquidated damages in conformity with the form of Contract and will furnish Performance Bond, as specified, within ten (10) days after notification of contract to the undersigned.

Firm Name

By: _____

Mailing address of all parties signing above.

OPWC Required Contract Provisions

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

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

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

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

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

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

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

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

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority 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 local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and 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 Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

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

7. BID GUARANTY

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

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

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

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

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

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? Yes No

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

BIDDER'S EEO COVENANTS:

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

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

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

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

>>>The prime contract bidder hereby adopts the foregoing covenants ? ___ Yes ___ No

22-4

BIDDER'S CERTIFICATION:

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

_____/_____/_____
Signature of Authorized Officer Date

Title

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

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

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

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

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

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

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

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the

Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.

5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

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

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

contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

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

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

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

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

CONTRACT UNIT PRICES

UNBALANCED BID PRICES FOR CONTINGENCY ITEMS:

Unit prices bid for contingency items which are deemed, by the County of Summit Engineer, to be excessively lower than the material cost to the average purchaser may be considered unbalanced bids. Unbalanced bid prices may be considered sufficient for disqualification of bidder and rejection of his proposal as per section 102.08 of ODOT Construction and Materials Specifications.

If Proposal is accepted with unbalanced bid prices, then those items so bid may be used, at the unbalanced unit price bid, in any situation or at any location not specifically designated on the plans, location and quantity of items used shall be as directed by Project Engineer.

TO THE NORTHFIELD CENTER TOWNSHIP BOARD OF TRUSTEES:

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

Date set for completion: July 31, 2020

The total amount of the bid, based on the approximate quantities given below and the unit prices specified by the bidder amount to the sum of:

_____ and _____ Dollars (\$ _____)
 (In Ink)

CONTRACT UNIT PRICES

ITEMIZED PROPOSAL

Ref. Num.	Item	Description	Meas. Unit	Quantity	Unit Price	Total Amount
		Springwood Dr. and Natalie Blvd.				
		Roadway				
1	202	Remove and Reset Mailboxes	EA	44		
2	202	Curb and Gutter Removed	LF	5930		
3	202	Wearing Course Removed	SY	7220		
4	203	Excavation, See Proposal Note	CY	834		
5	204	Proof Rolling	HR	4		
6	204	Subgrade Compaction	SY	2500		
7	206	Chemical Stabilization	SY	7220		
8	206	Cement	Ton	255		
9	206	Mixture Design for Chemically Stabilized Soils	LS	1		
10	Special	Subgrade Preparation, Per Proposal Note	SY	7220		
11	209	Linear Grading, See Proposal Note	STA	30		
12	304	6" Aggregate Base	CY	450		
13	304	Aggregate Base for Subgrade Repair, As Directed by Engineer, S	CY	100		
14	Special	Tensar Geogrid, As Directed by Engineer	SY	100		
15	301	3.5" Asphalt Concrete Base, PG 64-22	CY	737		
16	301	3.5" Asphalt Concrete Base, PG 64-22, Drives	CY	15		
17	407	Tack Coat	GAL	600		
18	448	1.5" Asphalt Concrete Surface Course, Type 1, PG 64-22, PPN	CY	330		
19	448	1.5" Asphalt Concrete Surface Course, Type 1, PG 64-22, PPN, D	CY	5		
20	452	6" Plain Concrete	SY	822		
21	604	Monument Box	EA	6		
22	609	Combination Curb and Gutter, Type 2	LF	5930		
		Drainage				
23	605	Shallow Underdrain, 707.41	LF	5930		
24	611	Catch Basin, ODOT No. 3A, See Proposal Note	EA	11		
25	611	4" Conduit, Type E, 707.44, ADBE	LF	100		
		Miscellaneous				
26	614	Maintaining Traffic	LUMP	1		
27	624	Mobilization	LUMP	1		
28	623	Construction Layout Stakes, Per Proposal Note	LUMP	1		
29	103.05	Performance and Payment Bond	LUMP	1		
		Total Amount of Bid				

**THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED
BY THE BIDDER, IF THE BID IS MADE BY A CORPORATION,
THEN BY THE PROPERLY AUTHORIZED AGENT.**

AFFIDAVIT

STATE OF OHIO)

SS.

COUNTY OF)

_____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder, or anyone else, to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the 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 any one interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or 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 the said bidder in his general business.

Signed.

Title

Subscribed and sworn to before me this

_____ day of _____, _____

Seal Notary

Notary Public

DECLARATION OF PERSONAL TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, _____ hereby affirm that
_____, bidder herein IS/IS NOT (as
applicable) charged at the time of submitting this bid with any delinquent personal property
taxes on the general tax list of personal property of the County of Summit.

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

Signature

Title

STATE OF OHIO) (

COUNTY OF SUMMIT, SS.) (

Before me, a Notary Public, in and for said County, personally _____

Appeared authorized signatory for _____, and acknowledges that
they have signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at

_____, Ohio, This _____ day of _____, _____.

NOTARY PUBLIC

The bidder is not to fill in the following blanks

ARTICLES OF AGREEMENT

(Executed in Quadruplicate)

This Contract made and entered into this _____ day of _____
20____, by and between the Board of Township Trustees of Northfield Center
Township, Summit County, Ohio, and hereinafter _____,
hereinafter designated as "second party".

WITNESSETH:

That said second party, for and in consideration of the sum of
_____ Dollars, to be paid as hereinafter specified, hereby
agrees to furnish unto said first party, all the labor and materials required for the
Springwood Dr. and Natalie Blvd. Reconstruction in accordance with plans, drawings
and specifications for the same, hereto attached, which plans, drawings and specifications
are hereby declared to be a part of this contract.

Said second party further agrees to furnish said materials and to do the same work
promptly, in a workmanlike manner, without hindrance or delay, the whole to be
completed to the satisfaction of the said first party, on or before _____.

And said first party, for, and in consideration of the true and faithful performance
of said work and finishing of said materials as aforesaid, hereby agrees to pay unto said
second party, the sum of \$ _____ in installments from time
to time, upon the certificate of _____ as follows:

_____ percent _____

remainder thereof when the aforesaid materials shall have been furnished and said labor
shall have been completed and accepted.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by said first party.

Witness or hands, this _____ day of _____, _____.

BOARD OF NORTHFIELD CENTER TOWNSHIP TRUSTEES

Signed in duplicate in
presence of:

CONTRACTOR

GENERAL PROVISIONS

The word DAYS, when used in this contract, shall be held to mean calendar days unless otherwise specified.

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

Work to be done. The Contractor shall furnish, at his own proper cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, and materials, of whatever nature, necessary or proper for the work in hand, and shall perform and complete within the time limit specified, all of the work indicated or implied by the plans, profiles, drawings, specifications or estimated quantities prepared for this improvement, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the work and structures built.

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

All work shall be of the best quality throughout, and shall be so done as to meet the approval of the Engineer.

Engineer's Duties and Authority. The Engineer shall have authority to appoint such assistants and inspectors as may be necessary to represent him in his absence from the work; they shall keep the Engineer informed as to the progress of the work, the character of the materials furnished, and the manner in which the work is being done; they shall call the attention of the Contractor to any infringement upon the plans or specifications; they shall have the authority to reject defective materials, and to suspend any work which is being improperly done, subject to the final decision of the Engineer. Neither the Engineer, nor his assistants, are authorized to revoke, alter, enlarge or relax the provisions of these specifications.

The Engineer shall, in all cases, determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, and shall, in all cases, decide every questions which may arise relative to the fulfillment of this contract on the part of the Contractor. In so doing, to prevent disputes and litigation, he shall render fair and impartial decisions, and such decisions shall be binding upon the parties hereto.

The Engineer shall prepare all estimates of materials furnished, and work done, upon which the Contractor is to be paid, which estimate shall be final and conclusive, except as herein otherwise provided, and such an estimate or estimates shall be a condition precedent to the right of the Contractor to receive any money under this contract.

The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein, or thereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract. He shall decide on, and adjust, any differences, or conflicts, which may arise between the Contractor and other contractors or the County Executive.

In the absence of the Contractor from the work, or any part thereof, the Engineer shall have authority to give orders pertaining to the work in hand to any employees of said Contractor, and such orders shall be obeyed by such employee. Any orders so given shall be in writing upon request.

If, at any time before the commencement, of, or during the progress of the work, the Engineer is of the opinion that the materials, or appliances, used, or to be used, are insufficient for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their quantity or efficiency, and improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to give such order shall not be so construed as to release the Contractor from his obligations to secure the quality of work, or the rate or progress, required.

Drawings and Specifications. The drawings and specifications for this improvement are intended to be explanatory and supplementary of each other, and are intended to indicate and provide for the construction of the various related parts of the improvement in a complete and connected manner, using only the best materials and workmanship throughout. Should any detailed be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such drawings and specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, whose obligations hereunder shall require the construction in the manner aforesaid.

Time and order of Doing Work. The Contractor shall commence work within ten days (10) days after the execution of the contract, at such point or points as the Engineer may approve, and shall carry on the various parts of the work in such order of procedure as the Engineer may approve.

The rate of progress shall be such as to complete the entire work contemplated within the time limit specified in the proposal. In case the work is not completed within the time limit aforesaid, the party of the second part shall forfeit to the party of the first part, not as a penalty but as liquidated damages caused by the failure so to complete, the total amount of the cost to the County of engineering and inspection caused and done on this work after the expiration of the aforesaid time limit, and until completion and acceptance of the work.

The amount of such liquidated damages shall be determined by the Engineer and such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

Extension of Time. The Trustees reserve the right to extend the time of completion for cause to the extent deemed sufficient, but such extension of time shall not be deemed a waiver by said Township of any rights provided for under this contract, and shall not operate to release any bondsman from any of the obligations under the bond. No extension of time will be made for ordinary delays and accidents incident to construction work.

The Township reserves the right to suspend work upon all or part of this improvement for any legitimate reason, and for such period as it may deem necessary, and the Contractor shall not be entitled to any damages on account of suspension, but the time of completion shall, if necessary, be extended by as many days as such delays lasts. Upon such suspension, the Contractor shall store all materials in a neat manner, provide properly for storm drainage, pedestrian and vehicular traffic, and provide means for properly protecting the work and the public from injury or damage.

Night and Sunday Work. No work requiring the presence of the Engineer or Inspector will be permitted at night or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit the Contractor, in the case of work being done by workmen organized for the regular continuous night work, from working on only such work as the Engineer believes may be performed satisfactorily at night.

Changes in Quantity of Work. The quantities of work to be done, as given in the Estimated Quantities, are approximate only. The Township shall have the power to eliminate, increase or decrease, the quantities of work to be done, either before or after the commencement of construction.

If such change involves the omission of any material or work called for by the original plans or specifications, the Contractor agrees that he shall not file any claims for damage, or loss of profit, growing out of such omission. If any such involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall not invalidate the contract or affect any of the obligations hereunder. In like manner, the Township may, without affecting the contract, require the Contractor to furnish materials or to do work for which no price is given; in such case, it shall be arranged for as provided hereinafter under the heading "Extra and Unclassified Work".

If changes which are made, result in increased or diminished expense in doing work on items, the prices of which are fixed in the contract, the Engineer shall determine an equitable adjustment of such price, basing his determination on the contract prices and, after notifying both parties of his determination, it shall be final and binding on the parties hereto.

Claims and Damages. If the Contractor claims compensation for any damages sustained, or for extra work, he shall, within one (1) week after such damage is sustained or such work is done, make a written statement to the Engineer of the nature of the damage sustained, or of the work done, together with an itemized statement of the compensation claimed therefore; such statement shall be conditioned precedent to the right of the Contractor to receive any such compensation or to bring suit to recover for such damage or work.

Examination of Work. The County, its agents and employees, shall at all times have the right of entrance upon the work and the premises occupied by the Contractor, and the Contractor shall provide safe and proper facilities for permitting such entrance. Other contractors of the party of the first part, for all purposes required by their contracts, shall have the similar right of entrance. The Engineer shall be furnished with all reasonable facilities for ascertaining that the materials and work are in accordance with the requirement and intention of the specifications and contract, even to the extent of uncovering or removing portions of finished work.

Inspection. The Engineer, his assistance and agents, shall have, at all times, immediate access to all sources from which materials are being obtained for this contract, and shall have full facilities for inspecting and testing same. The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. No material of any kind shall be incorporated in any part of the work under the contract until it has been inspected by the Engineer, or his assistants, and has been approved by them. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform with such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the work within twenty-four (24) hours thereafter.

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

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

Upon being attached to, or incorporated in the work, affixed in or to the soil, all materials shall become the property of the County, and thereafter the Contractor shall have no right of property therein, unless they be afterward rejected by the Engineer.

Extra and Unclassified Work. Extra work is any work in connection with the execution and completion of the contract, for which no price is included in the contract, and the doing of which can be deemed to be reasonably included in the contract, or that

which is caused by an unforeseen contingency not contemplated by the contract. The Engineer shall have the right to require the Contractor to perform extra work, or to supply materials of a class not provided for, but the Contractor shall not furnish any such work or material, unless he has first been ordered to do so by the Trustees. In case the price to be paid for such work or materials cannot be agreed upon using one of the following methods, the Engineer shall determine the price which shall be allowed therefore, and when so determined, such price shall be final and binding upon both parties hereto.

Payment for Extra Work. In the amount to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- a) By unit prices contained in the Contractor's original bid and incorporated in the construction contract.
- b) By a supplemental schedule of prices based upon and comparable to the prices contained in the Contractor's original bid and incorporated in the construction contract.
- c) By an acceptable lump sum proposal from the Contractor.
- d) on a cost-plus-limited basis not to exceed a specified limit. A cost-plus-limited basis is defined as the cost of labor, materials, and insurance, plus ten percent (10%) of the said cost to cover superintendence, general expense and profit.

Duties of Contractors. The Contractor shall give his personal attention and supervision continuously to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Engineer. He shall not, either legally or equitably, assign any of the moneys payable under this agreement, or his claim thereon, unless by and with the like consent of the Township.

In the case of the absence of the Contractor from the work or any major part thereof, he shall have a competent English-speaking representative, superintendent or foreman on such work or part thereof, who shall follow without delay all instructions of the Engineer, or his assistants, in regard to the prosecution and completion of the work, or any or all parts thereof, in conformity with this contract, and who shall have full authority to supply men, material and labor as required.

When determined necessary by the Engineer the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's work, as well as the Contractor's work, may and shall be handled. The Contractor shall keep a full set of plans and specifications on the work at all times.

It shall be the duty of the Contractor to cooperate with property owners, owners of public utilities, and with other contractors of the Township, in such manner and to such extent as the Engineer may determine, to the end that the interests of the Township and the public may be best conserved and protected, and that there may be as little damage

and inconvenience as possible, resulting from operations hereunder to such property or property owners and in the transaction of business.

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

The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments, set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built. The Contractor shall, at least twenty-four (24) hours before new lines and grades are needed, notify the Engineer of such need.

The Contractor shall provide the Engineer, upon request, with bills of lading, or invoices of any or all material used or to be used on this work, and shall make accessible to the Engineer the original time-books, covering any extra work or work done on force account.

Rules and Regulations. The Contractor shall keep himself fully informed of, and comply with, all existing and future laws, statutes, ordinances, rules and regulations, whether of National, State or Local force, which in any way effect the conduct of the work to be done, the materials to be used, the persons engaged or employed on the work, or property rights. He shall at all times observe and comply, and see that all of his employees and agents observe and comply, with such laws, statutes, ordinances, rules and regulations. The Contractor shall protect and indemnify the Township, their officers and agents, against any claim or liability, arising or based on the violation of any such laws, statutes, ordinances, rules or regulations, whether by himself or by his employees or agents.

The Contractor shall also inform himself as to the prevailing rates of wages on Public Improvements, current at the time this work is in progress as provided by law.

The Contractor shall observe and comply with the specific safety requirement of the Ohio Department of Industrial Relations, and the rules of the Commission relating to construction work are hereby made a part of these specifications.

In connection with the foregoing, particular attention is called to laws and regulations dealing with workmen's compensation, employer's liability, social security and labor laws, explosives, boilers, natural water courses and sanitation.

Sanitary Provisions. The Contractor shall cause to be constructed, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the work. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly

enforced. The Contractor shall provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.

Liability of Contractor for Patents, Injuries, etc. The Contractor agrees, in contracting hereunder, to assume all responsibilities for the work, and all liabilities arising by virtue of the prosecuting of such work, or in connection therewith, in accordance with the terms and provisions herein given.

The Contractor shall assume the defense of, save and hold harmless and indemnify the Township, and its individual officers, employees and agents, from all claims for compensation or damages relating to labor or materials furnished for the work, or to inventions or patents used, or rights pertaining thereto, from any and all claims for damages or injuries to persons or property, arising either directly or indirectly from the prosecution of the work, or in connection therewith, or resulting therefrom. The Contractor shall assume the duty to give written notice of prospective operations to the owner, or owners, of any and all gas, sewer, water, or other pipes or conduits, poles, wires or other fixtures related thereto, fences, building, railway tracks or other public or private property, which may be endangered or affected by such operation, which notice shall be sufficiently in advance of such operations to allow such owner, or owners, ample time to protect his or their property; and whether or not such property is protected by such owner or owners, the Contractor shall assume all risk of damage thereto, and shall make good, at his own expense and to the owner's satisfaction, any property damaged by his operations in connection therewith, or as a result thereto.

The Contractor shall at his own expense, furnish, erect and maintain such barricades, fences, red lights and watchman, as may be necessary therefore, and shall properly protect all persons, animals property against injury or damage which might result as a consequence of this work. He assumes, hereby, all liability for injury to the work, or any portion thereof, which may be occasioned by an action of the elements, or from any other cause, and shall replace, or rebuild, to the satisfaction of the Engineer, any and all portions of the work which may be so injured. He shall furnish suitable housing for materials to be used, and shall protect all materials, and finished or unfinished work, until such materials are used, and until work is finished and accepted.

The Contractor shall be liable for, and shall settle all claims demurrage for freight cars and under no conditions shall he make, or be allowed, extra compensation therefore.

The Contractor shall be responsible for the safety and sufficiency of the methods, appliances and plant used in prosecuting work, and shall be liable for any or all claims arising from any thereof.

Waiver of Rights. The Contractor agrees, in contracting for work, that he has investigated, studied and verified the plans and specifications, the circumstances and conditions under which labor and materials must be supplied and the work prosecuted and completed, and has made due allowance therefore, as well as for inaccuracy of borings and any unforeseen difficulties in the performance of the work hereunder. He further agrees that he will not claim, and hereby waives all rights to, damages or

additional recompense, over or above the price bid for unforeseen difficulties or hindrances which may arise, other than these which may be expressly specified herein.

No act of the Engineer, or his assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any r of any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract be taken and construed as cumulative, in addition to each another remedy herein provided. The mention of any specific duty liability of the Contractor, in any part of the specifications or act, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said specifications and contract. Should any part of the work be sublet by Contractor, such action shall in no way release said Contractor any liability or obligation hereunder, but he shall be liable for acts and negligence of any sub-contractor, and shall be responsible for the complete fulfillment of the provisions of this act the same as though no sub-contract existed.

Injunctions. If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time for the completion of the part, or parts of the work so obstructed for the h of time the obstruction continues, and no longer, but no damages shall be claimed by, or allowed to, the Contractor for any delay.

Rights-of-Way. Wherever it is required, as a part of the contract, to perform work within the limits of private property, or in right-of-way, such work shall be done in conformity with all agreements between the Township and such owners, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said property to the same general conditions as at the time of entry for work to be performed under this contract.

Employees. The Contractor shall employ only competent and skillful workmen to do the work. Incompetent, careless or disorderly workmen or foremen, will not be permitted on the work, and any such workmen shall be discharged immediately by the Contractor upon complaint of the Engineer, and shall not be re-employed on this contract without The Engineer's consent.

Materials. All materials used in the work shall be of the best quality, unless notations on the plans and specifications provide otherwise, and shall conform in all respects to the requirements of the specifications. No materials shall be used unless they have been examined and approved by the Engineer or his inspectors. In case any material be rejected, the Contractor shall remove such material from the site of the work at once, and shall not again submit it or any of it for inspection. The Contractor shall at once remove, upon the order of the Engineer, any defective materials, or work, which may have been placed in the improvement, even though such material, or work, have previously been approved, through oversight or error, by the Engineer, and shall replace the same with acceptable materials and workmanship.

Termination of the Contract. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract, or any part thereof, shall be assigned, or the work sublet by him, without the previous written consent of the Township, or if, at

any time any officials of the Township, or employee thereof, shall become directly or indirectly interested in the contract, or in furnishing the supplies or performing the work thereunder, or in any portion of the profit thereof, or if at any time the Contractor shall become insolvent or bankrupt, or if at any time the Township shall be of the opinion that the performance of the contract is unnecessarily or unreasonable delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work is not fully completed within the time named in the contract; then, and in any such case, the Township may notify the Contractor to discontinue the work, or such part thereof as may be designated by the Engineer. The Engineer will thereupon appraise and survey the work completed according to the contract, make proper estimates of the cost of such work and payment due the Contractor. Such reports shall be forwarded to the Surety and the Contractor together with the Engineer's request for removal of the Contractor and the Engineer's recommendation of the cost of the remaining work and his recommendation for final disposition and dissolution of this contract.

All expenses incurred by the Township and chargeable under these clauses, or by virtue of this contract, shall be deducted and retained by the Township out of any moneys then due, or to become due the Contractor under, and by virtue of, this contract or any part thereof. In case such expense shall exceed the amount which would have been payable under the contract, if the same has been completed by the Contractor, the Contractor, or his sureties, shall pay the amount of such excess to the Township; but should such expense be less than the amount payable under this contract, has the same been completed by the Contractor, he shall receive the difference, but shall not be entitled to damages for not being allowed to complete the work himself.

The Contractor, when required shall furnish the Township with satisfactory evidence that all persons who have done work for, or furnished materials to the Contractor, for the work on this improvement, or have suffered damage in connection therewith, have been fully paid or secured. Upon completion of the work, the Contractor shall furnish the Township with a sworn statement, and shall produce receipted bills, or other evidence required as proof thereof, that all persons having had lawful claims for work done, or materials furnished, or damages incurred by reason of this improvement, have been fully paid or secured. In case such evidence is not furnished as required, such amounts, as the Trustees shall consider necessary to meet such lawful claims shall be retained by the Trustees from the moneys otherwise due said Contractor under this contract until the aforesaid claims shall have been fully satisfied by the Contractor, or in case of failure of the Contractor to do so, the Township shall use such amounts to satisfy such claims free and clear of any obligations to the Contractor.

The Trustee's approval of the final estimate for the work done shall constitute the acceptance of the completed work.

Payments. The payment for work done, under any item contained in the proposal, or in any supplemental contract, shall cover the furnishing of all labor and materials necessary to the construction and completion of such items as specified, including any and all necessary excavation, removal of loose or unsound concrete, pavement, railings, or any other materials, whether earth, sand, rock, muck, timber or old structures, as well as pumping, draining, maintaining of flow in existing sewers and drains, sheeting, bracing, cofferdams, backfills, embankment, removal of surplus materials, restoration of

streets and roads, and cleaning up the site of the work, except when, and as, otherwise specifically provided in this Contract.

If the Contractor proceeds satisfactorily with the work under his contract, and complies with all the terms and contradictions thereof, estimates of the work completed shall be made by the Engineer on or about the last day of each month, and submitted to the Trustees for approval. If approved by said Trustees, the Township shall, upon expiration of five (5) days thereafter, and no later than fifteen (15) days thereafter, pay to the Contractor ninety percent (90%) of the total cost, at contract rates, for the work thus estimated, less any and all amounts paid previously. Such payments shall not operate as an acceptance of the work done, and no work shall be accepted until all of the work contracted for is fully completed, or as otherwise provided in this contract. All prior partial estimates and payments will be subject to correction in the final estimate. See OPWC Payment Clause for OPWC's portion of payment.

Last Payment to Terminate Liability of the Township. No persons, or corporation, other than the signer of the contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the Township, or its agents, shall be liable for, or held to pay any money, except as provided. The acceptance by the Contractor of the last estimate, made as aforesaid, shall operate as a release to the Township and its agent, from any and all claims relating to the work of any nature whatsoever.

Prices. The Township shall pay, and the Contractor shall receive, the prices herein stipulated, as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss, or damage, arising out of the nature of the work aforesaid, or from the action of the weather, floods, or from any unforeseen obstruction, or difficulty, encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work, as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, together with the remedying of all defects.

Surety. If, at any time after execution and approval of this contract, and the performance bond required by the contract documents, the Trustees shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the Township, the Contractor shall, within five (5) days after notice from the Trustees to do so, furnish a new or additional bond, in the form and sum required, and signed by such sureties as shall be satisfactory to the Township. No further payment shall be deemed due, nor shall any further payment be made to the Contractor, unless, and until, such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

Contractor Security. The Contractor shall furnish a surety bond, in an amount equal to 100% of the total contract price, as security for the faithful performance of this contract, and for the payment of all persons performing labor and furnishing materials in connection with this contract.

Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved by the Township, nor shall the Contractor allow any Sub-Contractor to commence work on his subcontract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

Compensation Insurance. The Contractor shall take out and maintain, during the life of the contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract, at the site of the project, is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each Sub-Contractor to provide, adequate insurance coverage for the protection of his employees not otherwise protected.

Public Liability, Property Damage and Motor Vehicle Insurance. The Contractor shall maintain during the life of this contract, Public Liability and Property Damage and Motor Vehicle Insurance as listed below, which shall protect him and any subcontractor from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from prosecution of this contract, whether such operations be made himself, by any subcontractor, or by anyone directly employed by either of them; or from claims for damage for personal injury, including accidental death, as well as for claims for property damage which may arise from acts of the Contractor or of members of his family occurring while driving to and from work under this contract.

See Page 6 of this proposal for amount of coverage required.

Proof of Carriage of Insurance. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required.

ODOT Standard Construction Drawings

The following ODOT Standard Construction Drawings can be found online at

<http://www.dot.state.oh.us/drrc/>

BP - 2.1	Longitudinal Joints
BP - 4.1	Driveways
BP - 5.1	Concrete Curbs and Combined Curb and Gutters
CB - 2.1	Catch Basin No. 3

Prevailing Wage Rates.

To be inserted later.

Prevailing Wage Determination Cover Letter

County: ▼
Determination Date: 01/23/2020
Expiration Date: 04/23/2020

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500



PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

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

Intentional Violations

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

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



Responsibilities

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

- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Time cards, time sheets, daily work records, etc.
 - 2. Payroll ledger/journals and canceled checks/check register.
 - 3. Fringe benefit records must include program, address, account number, & canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**



**Department
of Commerce**

Division of Industrial Compliance

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



Important Notice Prevailing Wage Threshold Levels

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building Construction</i>:	\$250,000
“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000

As of January 1, 2020:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$93,292
“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,950

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
 Division of Industrial Compliance
 Bureau of Wage and Hour Administration
 6606 Tussing Road, PO Box 4009
 Reynoldsburg, Ohio 43068-9009
 Phone: 614-644-2239
 Fax: 614-728-8639
www.com.ohio.gov



Affidavit of Compliance

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

_____ (Company Name)

for all hours worked on the

_____ (Project name and location)

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

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

_____ (Signature of Officer or Agent)

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

_____ (Notary Public)

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2019fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$38.63		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.83	\$73.15
Class 2	\$38.53		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.73	\$73.00
Class 3	\$37.49		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.69	\$71.43
Class 4	\$36.27		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.47	\$69.60
Class 5	\$30.98		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.18	\$61.67
Class 6	\$38.88		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.08	\$73.52
Apprentice	Percent											
1st Year	50.00	\$19.32	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.52	\$44.17
2nd Year	60.00	\$23.18	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.38	\$49.97
3rd Year	70.00	\$27.04	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.24	\$55.76
4th Year	80.00	\$30.90	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.10	\$61.56
Field Mech Trainee												
1st year	49.89	\$19.27	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.47	\$44.11
2nd year	59.85	\$23.12	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.32	\$49.88
3rd year	69.82	\$26.97	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.17	\$55.66
4th year	79.78	\$30.82	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.02	\$61.43

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

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

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% if required to have a CDL.

Class 1 - 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 Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types); Derricks (all types); Draglines; Elevating Graders or Euclid Loaders; Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Locomotives (standard guage); Maintenance Operators (class A); Mixers, paving (single or double drum); 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; Side Booms; Slip Form Pavers; Tower Dericks; Trench Machines; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators; Industrial-type tractors; Jet Engine - Dryer (D8 or D9) Diesel Tractors Mucking Machines; Multiple Scrapers; Tree Shreddes. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes:stationary, track or truck (all configurations) bucket trench machines (over 24 inches wide).

Class 2 - 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; ;Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt All rotomills, grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over).

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); All Asphalt Rollers; Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines and Generators; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour)

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

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2019fbLaborHevHwy2

Craft : Laborer Group 1 Effective Date : 05/23/2019 Last Posted : 05/23/2019

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Laborer Group 1	\$32.05		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.30	\$59.33
Group 2	\$32.22		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.47	\$59.58
Group 3	\$32.55		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.80	\$60.08
Group 4	\$33.00		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$60.75
Watch Person	\$24.35		\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.60	\$47.78
Apprentice	Percent											
0-1000 hrs	60.00	\$19.23	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.48	\$40.10
1001-2000 hrs	70.02	\$22.44	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.69	\$44.91
2001-3000 hrs	80.00	\$25.64	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.89	\$49.71
3001-4000 hrs	90.00	\$28.84	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.10	\$54.52
More Than 4000 hrs	100.00	\$32.05	\$7.00	\$3.70	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.30	\$59.33

Special Calculation Note : Watchman has 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) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District II

Change # : OCN01-2019fbCementHevHwy

Craft : Cement Mason Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason	\$29.36	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$47.22	\$61.90
Apprentice	Percent										
1st Year	70.00	\$20.55	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$38.41	\$48.69
2nd Year	80.00	\$23.49	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$41.35	\$53.09
3rd Year	90.00	\$26.42	\$8.00	\$6.90	\$0.71	\$0.00	\$2.25	\$0.00	\$0.00	\$44.28	\$57.50

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, COLUMBIANA, DEFIANCE, ERIE, HAMILTON, HIGHLAND, HURON, LORAIN, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, WARREN, WILLIAMS

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

Details :

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 # : OCRO1-2019fbBldgHevHwy

Craft : Truck Driver Effective Date : 09/11/2019 Last Posted : 09/11/2019

	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, Oil Distributor - Asphalt Distributor-Tandems	\$28.04		\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16
Apprentice	Percent											
First 6 months	80.00	\$22.43	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.53	\$48.75
7-12 months	85.00	\$23.83	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.93	\$50.85
13-18 months	90.00	\$25.24	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.34	\$52.95
19-24 months	95.00	\$26.64	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.74	\$55.06
25-30 months	100.00	\$28.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16

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 :
 ** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Skilled Crafts

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

Job # : LCRO1-2019-fbBldgHwy
Truck Driver Effective Date : 10/16/2019 Last Posted : 10/16/2019

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 2 Factor Trailer-Semi Factor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79
Apprentice	Percent										
First 6 months	80.00	\$22.77	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$37.87	\$49.25
7-12 months	85.00	\$24.19	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$39.29	\$51.39
13-18 months	90.00	\$25.61	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.71	\$53.52
19-24 months	95.00	\$27.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$55.66
25-30 months	100.00	\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79

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,
COSHOCKTON, 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

Additional Note :
Driver when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.