



## NOTICE TO BIDDERS

### **BOARD OF TRUSTEES OF SYMMES TOWNSHIP, HAMILTON COUNTY, Symmes Township, Ohio**

**Notice is hereby given that SEALED PROPOSALS WILL BE RECEIVED at the OFFICE of the BOARD OF TRUSTEES OF SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO until the 26<sup>th</sup> day of March 2025, 2:00 p.m. for the following Township Road Resurfacing Project:**

**ROAD RESURFACING PROJECT 2025** – Furnishing all necessary labor, material, and equipment for the repaving of roadways in the following areas:

- Symmescreek subdivision – Symmescreek Dr., Symmestrace Ct., Symmesvalley Dr., Symmeshill Ct., Symmesview Ct., Symmesknoll Ct., Symmesridge Ln.

Bids will be publicly opened and read aloud immediately thereafter. Contract documents, bid sheets, plans and specifications for the work may be obtained at the Township Administration Building, 9323 Union Cemetery Road, Symmes Township, OH 45140-9312.

Each proposal must be accompanied by a one hundred percent (100%) bid guarantee bond or a certified check, cashier's check, or letter of credit on a solvent bank in an amount equal to ten percent (10%) of the bid, (the total of the Project) conditioned that the bidder shall, if their bid is accepted, execute a contract in conformity to the invitation and their bid.

Each bid must be submitted in a sealed envelope plainly marked “**ROAD RESURFACING PROJECT 2025**” on the outside of the envelope. Bidders must use the printed forms provided herein. Bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and Symmes Township as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

The successful bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law. Bid bonds or Certified checks of unsuccessful bidders will be returned upon our acceptance of the successful bidder's proposal.

The BOARD OF TRUSTEES reserves the right to reject any or all bids, or to accept or reject any part thereof. The Contract will be let to the lowest most responsive and responsible bidder.

Joseph C. Grossi, Fiscal Officer Symmes Township

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Please publish two times on March 14<sup>th</sup> and 21<sup>st</sup>, 2025 in the Cincinnati Enquirer. Send bill and affidavit to: Symmes Township Trustees, 9323 Union Cemetery Road, Symmes Township, Ohio 45140.

**Part I**

**NOTICE TO BIDDERS**

**BOARD OF TRUSTEES OF SYMMES TOWNSHIP, HAMILTON COUNTY,**  
Symmes Township, Ohio

**SEALED PROPOSALS WILL BE RECEIVED at the OFFICE of the BOARD OF TRUSTEES OF SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO until the 26th day of March 2025, @ 2:00 p.m. for the following Township Streets:**

**ROAD PROJECT 2025**

Furnishing all necessary labor, material, and equipment for repairs and the resurfacing of the following streets in **SYMMES TOWNSHIP:**

**SEE MAP ATTACHMENT**

Detailed information for the work may be obtained at the Township Administration Building, 9323 Union Cemetery Road, Symmes Township, OH 45140-9312.

Each proposal must be accompanied by a one hundred percent (100%) bid guarantee bond or a certified check, cashier's check, or letter of credit on a solvent bank in an amount equal to ten percent (10%) of the bid, (the total of the Project) conditioned that the bidder shall, if his bid is accepted, execute a contract in conformity to the invitation and his bid.

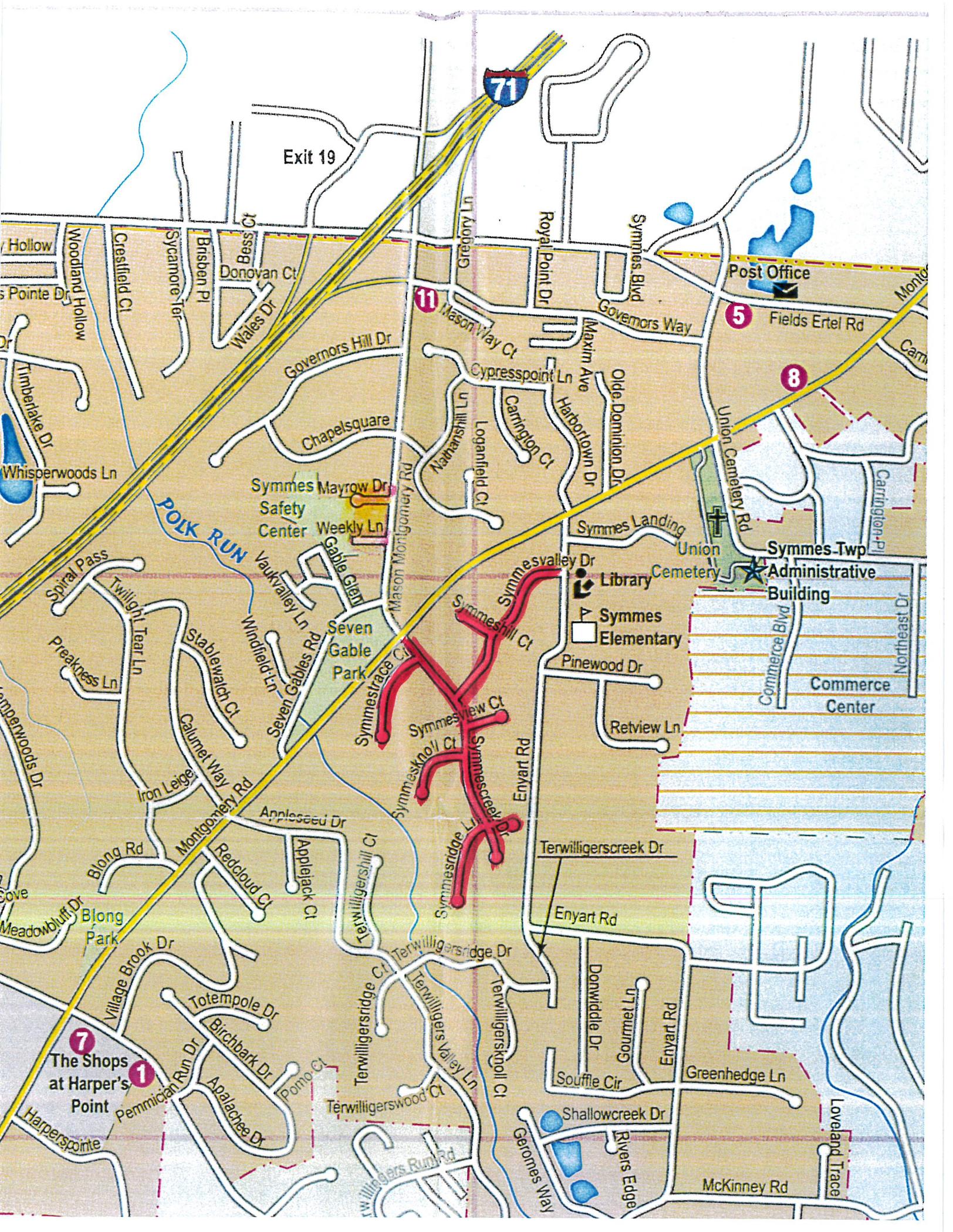
Bidders must use the printed forms provided herein.

The bidder to whom the Contract is awarded will be required to furnish a Corporate Surety Company Bond in a sum equal to one hundred percent (100%) of the total bid price, conditioned according to law.

The BOARD OF TRUSTEES reserves the right to reject any or all bids, or to accept or reject any part thereof.

The Contract will be let to the lowest and best possible bidder.





Exit 19

71

11

Post Office

5

8

POLK RUN

Symmes Mayrow Dr  
Safety Center Weekly Ln

Seven Gable Park

Library  
Symmes Elementary

Symmes Twp  
Administrative Building

7  
The Shops at Harper's Point

1

McKinney Rd

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**PART III**

**INFORMATION FOR BIDDERS**

**SECTION A. DEFINITIONS**

As used in this document, the following words shall have the meanings shown:

**Township** shall mean the Board of Trustees of Symmes Township, Hamilton County, Ohio.

**Director of Public Works** shall mean the Symmes Township Director of Public Works and/or any of his duly appointed representatives.

**Engineer** shall mean the Hamilton County Engineer and/or any duly appointed representatives.

**Bidder** shall mean any person, partnership, or corporation that contemplates submitting, or actually submits a Proposal for doing the work described in the Notice to Bidders (Part I).

**Contractor** shall mean the Bidder with whom the Township signs the Contract in Part V, Section A.

**Proposal** shall mean this complete document plus the information supplied by the Bidder on the forms in Part IV.

**Contract** shall mean the Proposal, which is accepted and signed by the Township, and the Bidder judged to have submitted the Proposal most advantageous to the Township.

**Plans** shall mean the surveys, plans, cross-sections, and other drawings and estimates prepared to define the project under consideration.

**Specifications** shall mean all of the following: State of Ohio Department of Transportation Construction and Material Specifications dated January 1, 2023.

**Bid Tabulation** shall mean Part IV, Section D, which shows the estimated quantities of the various items of work involved in this project and is the form the Bidder shall use to develop a price for performing the required work.

Where this contract, or any applicable code section, refers to the County Board of Commissioners, it shall be construed to mean the Board of Trustees of Symmes Township, where such authority can be extended.

## **SECTION B. EVENTS PRIOR TO OPENING PROPOSALS**

1. Each page of this document is a part of the Contract that will be entered into between the Township and the successful Bidder. The entire document, complete with all of the forms in Part IV filled out by the Bidder, must be enclosed in a sealed envelope with Project and Bidder identification shown on the outside and turned in to the office of the Board of Township Trustees, 9323 Union Cemetery Road, Symmes Twp., OH 45140-9386, by the deadline specified in the Notice to Bidders (Part I). Any Proposal, which is submitted late, or damaged or tampered with in any way, shall be declared invalid.
2. The Bidder shall become thoroughly familiar with the Plans, Specifications, Bid Tabulation, Site Conditions and all other requirements noted on the Plans and in the Special Provisions. The conditions of O.D.O.T. C. & M. S., Section 102.05 shall apply hereto.
3. If the Bidder does not understand any aspect of the Plans, Specifications, Bid Tabulations, or Site Conditions of the project, the Contractor shall submit a written request to the Director of Public Works for clarification. If the Director of Public works determines that the question(s) is not substantive, no further action on his part will be taken. If the bidder determines that any estimated quantity set fourth in these specifications is incorrect, the bidder shall notify the Director of Public Works for clarification seventy-two (72) hours prior to Bid Opening.
4. If the Director of Public Works determines that the question(s) raised as per Section B-3 above is substantive and could affect the bidding process, he shall prepare a written response, which shall become an Addendum to this document and a copy shall be sent to all persons or organizations who obtain a set of the project documents.
5. The Bidder shall be required to base all labor prices on prevailing wages and benefits for all classes of workers, as described under Labor Costs and Reports, (Part III, Section F). This requirement shall also apply to every Subcontractor who may be employed.
6. The Township's estimate of the total cost of this project is reflected on the cover page. If the price of the Proposal judged to be lowest and best exceeds this estimated cost by more than ten percent (10%), all of the Proposals shall be rejected.
7. If the Bidder does not fill out any of the following forms completely and properly, the Proposal may be declared invalid:
  - a. The Bidder shall fill out, and have notarized, the affidavits relating to ownership of the company submitting the Proposal, conflict of interest, collusion, compliance with equal opportunities regulations, unresolved findings for recovery, and certification of inspection which are included with Part IV, Section A.
  - b. The Bidder shall submit a Bid Bond as specified under Financial Arrangements and Insurance (Part III, Section E), together with Surety's Certification of Right to Operate in the State of Ohio.
  - c. The Bidder shall complete the Delinquent Personal Property Tax Statement (Part IV, Section B. Page 46).
  - d. The Bidder shall develop the Proposal price for this project on the Bid Tabulation form in Part IV, Section D, in accord with instructions under Preparation of Proposal Price (Part III, Section G).

### **PART III SECTION B. EVENTS PRIOR TO OPENING PROPOSALS (continued)**

8. A time limit has been set for completion of this project, as specified in this proposal. If the project is not completed within the specified time, and no provision has been made for an extension of time under Contingencies (Part III, Section H), the Contractor shall be subject to the penalties specified under Special Provisions (Part III, Section C).
9. The Bidder who submits the Proposal judged to be lowest and best must be prepared to take the following steps:
  - a. Demonstrate the ability to carry out the project in a satisfactory manner.
  - b. Meet the bonding and insurance requirements specified under Financial Arrangements and Insurance (Part III, Section E).
  - c. Perform a minimum of 50% of the project work with his/her company personnel.
  - d. Identify any Subcontractor(s) that may be used on the project. Such Subcontractor(s) must be acceptable to the Director of Public Works, must sign all of the affidavits required of the Contractor prior to performing any work on the project, and must comply with all of the requirements under Labor Costs and Reports (Part III, Section F).

### **PART III SECTION C. SPECIAL PROVISIONS AND/OR GENERAL NOTES**

The Contractor shall be subject to the penalties specified under the Ohio Revised Code (O.R.C.), Section 5555.67 and/or as provided below.

The **DIRECTOR OF PUBLIC WORKS OR HIS REPRESENTATIVE** will immediately mark those areas that will require **full or partial depth repair** after the milling process.

The **DIRECTOR OF PUBLIC WORKS OR HIS REPRESENTATIVE** will inspect the area to be resurfaced prior to the application of ODOT item 448 for additional **full depth repairs** which shall be the responsibility of the contractor.

Detailed information unique to this project including special requirements is listed under "GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS" immediately following this page.

**PART III, SECTION D**  
**GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS**  
**FOR**  
**PROPOSED PROJECTS**  
**IN SYMMES TOWNSHIP**

**GENERAL:**

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the State of Ohio, Ohio Department of Transportation Construction and Materials Specifications dated January 1, 2023 with supplements or changes thereto, which are adopted and made a part of these contract documents.

**GENERAL NOTES**

**PRE-CONSTRUCTION MEETING:**

Prior to the commencement of construction activities, the Contractor shall arrange a meeting with the representatives of each of the utility companies. The time, date and location of the said meeting will be determined after the awarding of the contract. The Director of Public Works shall be notified of said meeting.

**SCHEDULE:**

A detailed schedule of operations shall be furnished to the Director of Public Works from the contractor. The schedule shall be submitted to the Director of Public Works at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Director of Public Works or be revised to the satisfaction of the Director of Public Works, prior to the commencement of any work.

Changes to the said schedule are to be issued in writing by the Contractor and approved by the Director of Public Works before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than ONE (1) WEEK due to any reason, the Contractor will, at the request of the Director of Public Works, revise and update the schedule.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

The Contractor may schedule his work in any order wished, with respect to daily time restriction as noted herein.

**PENALTIES:**

Should the Contractor not complete all work within the time attached, the Director of Public Works shall keep a record of all expenditures for inspection, supervision, engineering and administration after the end of the allotted time and shall deduct that amount from the final payment.

This penalty shall not apply to time extensions, granted in writing by the Director of Public Works, for good cause.

**LIST OF EQUIPMENT TO BE USED ON PROJECT:**

The Contractor shall furnish a list of all equipment to be used on this project to the Director of Public Works at the time of the pre-construction meeting. Additional equipment, brought on the job site after beginning of the work, shall be noted in writing by the Contractor to the Director of Public Works as an amendment to the list.

Equipment noted on the original or amended lists, which is removed from the job site, shall also be noted in writing by the Contractor to the Director of Public Works as an amendment to the list.

**PERMITS:**

The Contractor shall procure all permits and pay all charges and fees necessary and required by Hamilton County and/or Symmes Township.

**RESPONSIBILITY:**

It shall be the responsibility of the Contractor to perform his work in such a manner so as not to damage or destroy any existing feature (i.e. existing inlets, conduits, etc.), which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, he shall replace or repair the damaged portion at his expense to the satisfaction of the Director of Public Works.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some cases the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction and shall receive no compensation for repairing damaged utilities, which have been properly identified.

### **PROTECTION OF AREAS OUTSIDE OF WORK LIMITS:**

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas.

Where the Director of Public Works determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Director of Public Works. No additional compensation will be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas that are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

### **NOTIFICATION OF UTILITIES:**

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by his construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities will be done by and at the expense of their respective owners, unless otherwise noted on these plans.

### **COOPERATION WITH UTILITY COMPANIES:**

While the work of this contract is being performed, the utility companies may be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

## **LOCATION AND PROTECTION OF UTILITIES:**

The Director of Public Works does not assume any liability for the location of utilities, including individual service line. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with his operations. Any damage to utilities that have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense. Assistance in locating underground utilities can be obtained by contacting the utility companies at the following:

### **UTILITY**

Cincinnati Water Works

Warren County  
Water Works

Indian Hill Water Works  
Water Works Division

City of Loveland  
Water Works

Duke Energy

Cincinnati Bell, Inc.

Ohio Utilities Protection Service - 811

Metropolitan Sewer District

Time Warner Cable  
Communications

## **GAS UTILITY NOTES:**

The Contractor shall contact the company prior to excavation in the vicinity of gas lines.

For a Field Inspector to locate underground gas lines, the Contractor shall call Ohio Utilities Protection Service (811) at least forty-eight (48) hours in advance, excluding Saturday, Sunday and State Legal Holidays.

For gas engineering and planning notification, agreements and official correspondence, the Contractor shall contact R. W. Dieckmann, Manager of Engineering, Gas Engineering and Planning Department, Room 216-A, Fourth and Main Streets, Cincinnati, OH 45201.

Gas facilities are to be kept in service at all times.

The Contractor shall be responsible for all damages to gas facilities during or as a result of his operations. All damage to gas facilities requiring adjustments: relocations and/or repairs will be made at the Contractor's expense.

The Contractor shall sheet and shore all excavations where gas facilities are within the zone of influence (as determined by the natural angle of repose of the soil), to continuously maintain their support.

The Contractor shall be responsible for sheeting and shoring of the existing gas facility trenches within the zone of influence of his excavation.

The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any adjustments and/or maintenance that may be required.

Where welded steel coated and wrapped gas mains are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.

Where gas facilities are exposed or otherwise interfered with by the Contractor, they may be reinforced or replaced by the utility, based on conditions to be determined by the utility.

Where the support of gas facilities is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent support. The methods used shall be based on conditions to be determined by the utility.

Blasting in the vicinity of gas facilities is prohibited unless a blasting plan is submitted to Duke Energy in writing by a blasting expert, identifying all pertinent information.

The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office of Duke Energy.

## **ELECTRICAL UTILITY NOTES:**

Danger - the Contractor shall contact the company at least two (2) working days prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

1. For Field Inspector to locate underground electric lines, call Ohio Utilities Protection Service 811 (at least 48 hours in advance, excluding Saturday, Sunday and State Legal Holidays).

The Contractor shall be responsible for all damages to electric facilities during construction.

Electric facilities are to be kept in service at all times.

The Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.

1. Where high-pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.
2. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
3. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
4. Where the depth of excavation for the proposed work is greater than four feet (4'), the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
5. All damages to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.

**ELECTRIC UTILITY NOTES (continued):**

The Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

**NOTE:** Should the Contractor damage electric facilities, the Contractor shall immediately notify the Electric Service Desk through the Company Operator (1-800-543-5599). The Contractor shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

**WATER WORKS NOTES:**

All work pertaining to water works items shall be done in strict accordance with the specifications of the City of Cincinnati Water Works and all other affected Water companies under the direction, supervision and inspection of the Water Works. Water main items are to be constructed in accordance with the provisions of the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2023 and modified by the City of Cincinnati Supplement to said State of Ohio Specifications, effective January 1, 2023 and any supplements or changes thereto. Copies of all pertinent specifications may be obtained from the City of Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.

A cushion of twelve inches (12") shall be maintained between the proposed water mains and the existing sewers, inlet connections, and drains. If a greater clearance is desired, it will be so designed. Building sewer laterals are not to be disturbed or trapped. Existing drains, sewers and culverts are not to be disturbed. If the water main is to be under culverts or pipe sewers, they shall be tunneled and backfilled with control density fill.

It shall be the Contractor's responsibility to arrange for removal and replacement of any poles and guys necessary for the installation of the proposed water mains, and any cost connected thereto shall be his expense.

All backfill to be Method "A" except where otherwise noted.

No part of any fire hydrant setting shall be installed closer than five feet (5') to any driveway, inlet, utility pole, or guy wire anchor.

All pipe and specials shall be in accordance with City of Cincinnati Specification 40-110-76.

All valves to be purchased from the Cincinnati Water Works, Loveland Water Works and/or Indian Hill Water Works.

No extra payment will be made for lead joints.

## **UTILITY ADJUSTMENTS:**

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, catch basins, valve chambers, valve boxes, etc. This shall include utility facilities that are not shown on the plan. For those utility facilities located within or immediately adjacent to the pavement, the adjustment to final grade shall be accomplished following the placement of the leveling course and immediately prior to the placement of the surface course.

Where adjustments are to be made by the responsible utility company, the Contractor shall coordinate his work with that of the utility company so as to accomplish the intent of the preceding paragraph.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments.

Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

The Contractor shall adjust the facility so as to be flush with the proposed pavement grade. The 1/4" vertical difference between the finished pavement surface and the top of the frame or adjustment ring, as shown on the State Standard Construction Drawing BP-3.1, shall not apply to this contract.

## **HAUL ROADS:**

The Contractor shall supply to the Director of Public Works at the pre-construction meeting a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; State and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restriction, such as height or weight restrictions, which may be applicable along said roads. Construction shall not commence until the Director of Public Works has reviewed the haul road list.

The submission of list to and the review of the list by the Director of Public Works does not relieve the Contractor of the responsibility for conforming to and obeying all applicable height and weight restrictions on haul roads and of the responsibility for any damage done to and/or along said haul roads.

## **ESTIMATED QUANTITIES:**

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Director of Public Works, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

## **MATERIALS AND WORKMANSHIP:**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Director of Public Works in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions should be paid for by the Contractor at no additional cost to Symmes Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

## **GUARANTEE:**

The Contractor hereby guarantees that all workmanship and all material furnished under the contract comply fully with the requirements of the Plans and Specifications. If at any time within one (1) year after the date of the final inspection, any defect should appear, which in the opinion of the Director of Public Works is due to inferior materials or workmanship, the Contractor guarantees that he will do immediately, without cost to Symmes Township, whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or his Surety.

The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished the Surety by the Township.

## **TESTING OF CONSTRUCTION MATERIALS:**

The Director of Public Works will select a testing firm for this project. The Director of Public Works will notify the Contractor of the selected firm during the pre-construction meeting.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Director of Public Works.

Symmes Township shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that he will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

## **TESTING OF CONSTRUCTION MATERIALS (continued):**

The General requirements for the testing of the construction materials shall be as follows:

### **CONCRETE:**

Concrete shall be tested as directed by the Director of Public Works and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each fifty (50) cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. Compliance with O.D.O.T. C & M S, Section 499 shall be maintained.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by the Director of Public Works. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Director of Public Works. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Director of Public Works. NOTE: Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

### **ITEM 401 ASPHALTIC CONCRETE:**

The amount of testing required on the pertinent asphaltic concrete item is dependent upon the total estimated quantities for these items included in the project. When the total estimated quantity for Items 301 and 448 is less than two hundred (200) cubic yards; the project shall be considered a small project. When the total estimated quantity for Item 448 is two hundred (200) cubic yards or more, the project shall be considered a large project.

For small projects, Contractor certification will be by one separate letter for all small quantity project production for each item. The letter shall note the project, tons produced, state that the plant was operated at the JMF, and state that the mix produced met the specifications. The letter shall be signed by the contractor's Level 2 Quality Control Manager. The letter shall be sent to Symmes Township to the attention to the Director of Public Works.

For large projects, the contractor shall meet all the requirements per Item 448 asphaltic concrete in the Ohio Department of Transportation Construction & Material Specifications Manual Dated Jan 1, 2019.

All asphaltic concrete placed on either small or large projects shall be tested for density. The Contractor's attention is directed to the compaction requirements for asphaltic concrete pavement as specified elsewhere in the note, "Asphaltic Concrete Pavement Compaction".

## **QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or DOT of the state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTMJ D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Ohio Department of Transportation for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in standard DOT specifications do not apply to this section.
- D. Pre-installation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following.
    - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
    - b. Review condition of subgrade and preparatory work.
    - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
    - d. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.

## **ASPHALTIC CONCRETE PAVEMENT COMPACTION:**

In addition to the requirements of O.D.O.T. Specification 401.16, the following shall apply to the compaction of all asphaltic concrete pavements:

- A) Density tests shall be performed by the Director of Public Works' designated testing firm as the mat is being placed. Final density shall be within the range of ninety-two (92%) percent and ninety-seven (97%) percent following the second roller. If, during the testing, the mat density is determined to be less than ninety-two (92%), the Contractor shall adjust his operation and continue rolling until the minimum ninety-two (92%) density is obtained.
- B) At the first work location, the Contractor shall as a first procedure, establish a "Test Section" with density tests to determine a roller pattern and paving speeds that will produce required density. This roller pattern/paving speed shall then be maintained for that material, until significant changes in project conditions are experienced. Significant changes in atmospheric temperatures, mix temperatures, plant/mix changes, hauling distances, mat thickness, equipment changes, and subgrade materials or condition shall be factors in determining need for additional "Test Sections".

## **PRECAST CONSTRUCTION MATERIALS:**

Precast units shall include items, which are manufactured by others at an off-site location and installed by the Contractor (i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc). For all precast units, the Contractor shall obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable specifications and standards of O.D.O.T. and/or ASTM. When required by the Director of Public Works, the Contractor shall also obtain and supply to the Director of Public Works the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Director of Public Works prior to the installation of the precast units on the job site. When the Contractor decides to install precast units prior to the Director of Public Works receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Road Foreman based upon the Director of Public Works' review of the information provided.

## **DUST CONTROL:**

The Contractor will be required, when directed by the Director of Public Works, to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the Contractor's operations. Dust control will not be a separate pay item but is to be incorporated in the prices bid for all project items.

## **ADVANCE NOTIFICATION:**

The Contractor is responsible for the notification of all residents and/or businesses, which abut or are, located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work. A blank notification form will be given to the Contractor at the pre-construction meeting and the Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications would be sufficient cause to stop work on the particular road.

Payment for this advance notification shall be included in the contractors bid and shall not be a separate pay item.

## **ITEM 253 Pavement Repair**

Full depth repairs will be marked immediately after milling and sweeping of the surface. The areas that are to be repaired shall be done within three (3) days after the milling operation.

When bidding on Item 253 a depth of six (6") inches of asphalt is to be removed.

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered. The placement of ODOT Item 301 shall be in accordance with ODOT specifications for lifts and compaction.

### **SEALING EDGES:**

In addition to the requirements of O.D.O.T. Construction and Material Specifications, Section 401.12 and 401.13, and O.D.O.T. Std. Drawing BP-3.1, the following requirements will apply to this contract:

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4") inch wide bead of asphalt sealant immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2") inch of the sealant being visible on the vertical surface. The Contractor, at no additional cost, shall carefully and thoroughly remove any extra sealant applied to the vertical surface.

The pavement edge around catch basins, manholes, valve chambers, etc., shall NOT be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit price bid for Item 448/404, Asphalt Concrete.

### **MEETING EXISTING PAVEMENT:**

Where the asphalt resurfacing begins or ends, the Item 404LV / 448 course will meet existing on a neat line. The term "neat line" means a straight line, and if necessary, the Contractor will use a chalk line to establish said line and will specifically instruct paving crews to provide a neat line.

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of O.D.O.T. Std. Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

Unless otherwise directed, all cross streets shall be resurfaced back to the curb and/or radii returns.

Unless a separate pay item (i.e. Item Spl., Butt Joints) is provided for the forming of the butt joints, all costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

### **RECLAIMED MATERIALS:**

For this project, the use of reclaimed materials will be permitted in accordance with Sections 301.02 and 401.04. Unless the J.M.F. for the project is redesigned, a maximum of ten (10%) percent may be used in Item 404LV/448. All other asphalt items shall consist of new materials.

## **MAILBOXES:**

In accordance with the requirements of 107.12, the Contractor shall conduct his operations so as to maintain and preserve the condition of the mailbox and all appurtenances.

As directed by the Director of Public Works, the Contractor shall be responsible for the repair and/or replacement of items damaged by the Contractor's operations.

Unless a separate pay item (i.e., Item SPL - Mailboxes Relocated) is provided, all costs involved in this operation shall be included in the prices bid for the other project items.

## **ITEM 254 - WEARING COURSE REMOVED AND/OR PAVEMENT PLANING**

The work on this item consists of removing the existing asphalt wearing surface to the depths and limits specified on the plans or as directed by the Director of Public Works. Removal shall be by the method of cold surface planing. The extent of removal, as specified below, shall in all cases be subject to revision by the Director of Public Works during construction.

In areas where proposed pavement is to meet existing pavement, the Contractor's attention is called to the requirements of the "Meeting Existing Pavement" note. Cuttings shall be removed from the surface as planing operations proceed and following each pass of the equipment. Before the end of each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planing operations. Cleaning shall be carried out using power brooms, vacuum sweepers or other approved methods.

The Contractor shall properly dispose of material removed during grinding operations.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planing and cleaning operations. At all times manholes, catch basins, inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planing operations, the damaged areas shall be repaired in a manner satisfactory to the Director of Public Works and at no additional cost to the Township.

Care shall be exercised during planing operations so as not to damage manhole covers, frames and grates, chambers, valves, valve boxes, etc. The Contractor shall notify the various utility companies at least forty-eight (48) hours, but not more than seven (7) days, in advance of when planing work will begin so that, if desired, their representatives may be present at the time planing work is performed to locate covers, chambers, valves, and valve boxes where necessary. Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractor's operations shall be replaced by the Contractor at his expense.

**ITEM 254 - WEARING COURSE REMOVED AND/OR PAVEMENT PLANING (continued):**

After removing the wearing course, the Contractor shall immediately clean and tack coat an area at least four (4') feet in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four (4') feet radius area. As an alternate method, the Contractor may choose at the time the wearing course is removed to leave a four (4') feet radius wedge of existing surface course around the utility casting to protect traffic, but the Contractor will not be allowed to remove these wedges until the day before placing asphalt surfacing on the street. Where manholes or valve chambers are within an area where wearing course is to be removed and have previously been adjusted with adjusting rings, the Contractor shall also have the option of removing the adjustment ring. If the Contractor chooses to remove the adjusting ring, he shall reinstall the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and reinstallation of adjusting rings or the separate removal of existing wearing course left around the castings. These costs shall be included in the cost of removing the wearing course.

Any asphalt curb encountered within the work limits designated to be removed by the Director of Public Works shall be included as a part of this item.

The approximate limits and depth of removal are to be as noted on the specifications. The Contractor shall note that in those cases where the plans and/or typical sections require the removal of the existing asphalt material to a concrete base pavement or to a particular depth so as to allow the construction of a specified thickness of new asphalt, the plans indicate an AVERAGE depth of asphalt removal, either by showing average minimum and maximum thickness or indicating a variable average thickness for the pavement removal. This information has been based either on the best available records or on core samples and said information will be made available to the Contractor at his request.

Under this pay item, the Contractor shall be responsible for the removal of the asphalt material to the required depth and NO additional compensation will be made for variations found in the thickness of the asphalt removed unless the Contractor can demonstrate that the thickness of asphalt removed substantially increased and thereby required another pass of the grinding machinery. In this regard, it shall be assumed that the machinery can, in one pass, remove six (6) inches when removing to a concrete base, or three and one half (3 1/2) inches when removing to a specified elevation.

Payment for the removal of the wearing course will be made at the unit price bid per square yard for Item 254, Pavement Planing.

**ITEM 407 - TACK COAT:**

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq Yd. as directed in O.D.O.T. Item 407.

In accordance with 407.06 of the specifications, any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Director of Public Works, have sufficient dry cover aggregate applied to prevent pickup or tracking three (3#) to five (5#) pounds per square yard.

The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean up of any areas or facilities receiving overspray.

No separate payment shall be made for this item, the cost of which shall be included in Item 404LV/448.

**JOINT MEMBRANE**

This item shall be placed per manufactures specifications on transverse joints or areas marked by the Director of Public Works or his agent, just prior to the placement of Item 448.

**ITEM 404LV/448 - ASPHALT CONCRETE PLACEMENT 2 INCH OVERLAY**

Just prior to placement of the 404LV/448 material, application of Item 407 shall take place. Application of 404LV/448 shall be per ODOT specifications for application, leveling and compaction.

All streets shall be resurfaced with a minimum of ODOT Item 404LV/448 "Asphalt Concrete". Resurfacing shall be placed so as to create or maintain or cross slope from the centerline to the curb on each side of the centerline except where there may be a super elevation. **Finished grade is to be 0" to 1/2" above the curb plate.**

**ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE:**

The work to be done under these items is detailed as follows:

1. Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by MSD and installed by the Contractor. This item shall include labor cost only (materials - \$0.00) and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work will be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).

**ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE**  
**(continued):**

2. Where storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513/621-6735), Andrews Metal Products (216)744-3900 or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).
3. Where Sanitary or Storm Sewer manholes are to be adjusted more than three (3") inches above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using brick and mortar, in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Hamilton County Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).
4. Where Catch Basins or Inlets, (either single or double) are to be adjusted to final pavement grade using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor. Payment for this work will be made at the unit price bid per each for Item 604, Catch Basin Adj. to Grade (ring).
5. Where catch basins or inlets are to be adjusted more than three (3") inches above the elevation of the original frame, the Contractor shall carefully remove the existing rings and frame and adjust the catch basin/inlet to grade by using brick and mortar. Existing rings previously used to adjust the catch basins shall be stored on the project site for pickup by Symmes Township Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Catch Basin Adj. to Grade (Brick & Mortar).

As directed in the field by the Director of Public Works, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There will be no separate pay item for this work and cost of said work shall be included in the above items.

**ITEM 604- CATCH BASINS REBUILT:**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. The work shall consist of careful removal and cleaning of curb plate and basin frame and grates. Remove basin structure and floor of structure to allow for four (4") inches of class C concrete floor (below pipe flow line). Rebuild with concrete block and mortar to expected finished grade, re-using old curb plate and basin frame and grates whenever possible. Plaster inside walls of catch basin to cover all holes, voids, and provides a smooth inner surface with a one-fourth (1/4") inch to a three-eighths (3/8") inch coating of masonry cement suitable for below grade work. Payment for this item will include labor and materials necessary for the complete removal and replacement of catch basin including any I-beams that need to be replaced.

**ITEM 604- CATCH BASIN PARTIAL REPAIRS:**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement with up to four (4) vertical rows of concrete block. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and to provide a smooth inner surface with a one-fourth (1/4") inch to a three-eighths (3/8") inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary for removal and replacement of up to four (4) rows of concrete block and re plastering of basin walls catch basin and shall include any I-beams that need to be replaced.

**ITEM 604- CATCH BASIN COMPLETE REPAIR:**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement of up to five (5) or more vertical rows of concrete block, not to include removal of floor of basin. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a one-fourth (1/4") inch to a three-eighths (3/8") inch coating of masonry cement suitable for below grade work.

Payment for this item will include all labor and materials necessary for removal and replacement of five or more rows of concrete block and re plastering of basin walls catch basin and shall include any I-beams that need to be replaced.

**ITEM 604-REPLASTER, TUCK POINT, PATCH FLOORS IN CATCH BASINS**

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. Remove loose plaster from inside walls and floor of catch basin. Tuck point and re-plaster inside walls and floor of catch basin to cover all holes, voids, and to provide a smooth inner surface with a one-fourth (1/4") to a three-eighths (3/8") inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary to re plaster catch basin inner walls.

**Note: Basin repairs may only be performed on one side of the street at a time to prevent needless additional impediments to traffic.**

**ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE:**

The Director of Public Works will determine the method of adjusting water valve chambers to grade. Normally the adjustment will be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade will be furnished by the City of Cincinnati Water Works, Warren County Water, and Indian Hill Water. The Contractor shall load and haul all adjustment rings furnished by which water district the work will be performed in. In the areas where an adjusting ring and smaller size lid is furnished, the Contractor must return the existing lid to the distribution storage yard.

In the event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.
2. The chamber is located within an area of pavement to be removed and replaced.
3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the effected Water Company two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor will be furnished by the City of Cincinnati Water Works, Warren County Water, or Indian Hill Water and shall be obtained by the Contractor. Salvaged existing castings shall be delivered to C.W.W. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments will be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

**ITEM 614 - MAINTAINING TRAFFIC:**

The Contractor shall always maintain traffic through the project. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Director of Public Works, the limits of the project area and those areas of the site which are temporarily closed to traffic.

During the course of the normal working day, the Contractor shall insure the safety of the public by providing a sufficient number of flagmen to assist the traffic flow through the construction area. If, at the completion of the normal working day, any trench for pavement construction and/or construction of proposed sewer has not been completely backfilled and restored, a temporary cover, such as a metal plate or another approved device, shall be placed over that portion of the trench remaining open.



**ITEM 614 - MAINTAINING TRAFFIC (continued):**

During the removal of the asphalt wearing course, the repair of the base pavement and/or the construction of the asphalt courses for the roadway, the Contractor will be permitted to close one lane of pavement while maintaining traffic in the other lane on an alternating flow basis. The closing of the lane to traffic will be permitted during the above operations and for the periods of time consistent with the requirements of the specifications for the protection of the completed asphalt courses.

It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic, public safety and public convenience as set forth in the O.D.O.T. "Construction and Material Specifications" and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". The Contractor will not be permitted to begin any phase of work until the required standard barricades; warning signs, etc. are in the proper position. The devices provided for this requirement must be in first class condition.

All cost for maintaining traffic shall be considered incidental to all other bid items and will not be paid as a specific unit bid item.

**ITEM 641 Pavement Markings**

Per Item 641.06 Layout & Pre-marking will be performed by Symmes Township, once layout & pre-marking has been completed, the Contractor will then make arrangements to have the pavement markings installed under the direction of the Director of Public Works.

**ITEM 608 and 609 Concrete Curbs and Curb Ramps:**

Contractor shall be responsible for restoring the area behind the curb to the original grade before it was disturbed. Topsoil, grass seed & straw shall be used as the final dressing. Per Section 650 Road Side. All items listed below shall be included in the Contractors Bid price for Item 609:

**Saw Cutting Front Of Curb Plate:** Shall include pavement in front of curb plate. Cut shall be made not less than four (4") inches or more than six (6") inches in front of the curb plate.

**Saw Cutting Behind Curb Plate:** Shall include all asphalt or concrete driveway aprons. Cut shall be made not less than eighteen (18") inches or more than eighty-four (84") inches behind the curb.

**Sprinkler Systems and invisible fences:** Shall be located by the contractor and if damaged during the removal process the contractor shall make the necessary repairs at his expense.

**Removal of Existing Curbs & Asphalt:** Shall be done neatly and professionally, after removal, the aggregate sub base must be compacted before the new curb is placed and shall be to the road grade.

**Downspouts:** All existing downspouts presently running out to the street from a property owner shall be reinstalled and properly fitted back into the curb.

**Catch Basins:** Shall not be removed or disturbed and the new curb shall have asphaltic expansion paper installed on either side of the catch basin.

**Asphaltic Concrete:** Shall be placed in the pavement area in front of curb and compacted tightly. At the driveway aprons Asphaltic Concrete shall be used also and compacted tightly.

**Restoration work behind the Curb:** Shall be restored back to its original state as if it were not disturbed, using topsoil, seed and straw.

**Traffic Maintained:** Traffic shall be maintained at all times and the area being prepared for the new curbs must be coned or barreled with reflectorized tape on them so they may be spotted during the nighttime hours.

### **PART III SECTION E. FINANCIAL ARRANGEMENTS AND INSURANCE**

The steps listed below are specified in Section 153.54 of the O.R.C., unless otherwise stated:

1. Each Bidder who submits a Proposal for this project must complete and include one of the following forms: "Bid Guaranty and Contract Bond", included as Part IV, C (1) OR the "Cash Equivalent Form", included as Part IV, C (2). If the Part IV, C (1) form is submitted, the Surety Bond shall be for the full amount of the Proposal price submitted. If the Part IV, C (2) form is submitted, the check or letter or credit shall be for ten percent (10%) of the Proposal price submitted.
2. The Bid Guaranty submitted by Bidders who are not awarded the Contract shall be returned to them at the time the Contractor is awarded to the successful Bidder.
3. If the Bidder, who is offered the Contract refuses to sign for any reason other than those provided in Sections 9.31 and 153.54 (G) of the O.R.C., the Township shall lay claim on the Bid Guaranty submitted for an amount not to exceed ten percent (10%) of the Proposal price of that Bidder.
4. The Bidder who is offered the Contract must provide a Performance Bond in an amount equal to the Contract price. If a Surety Bond in the amount of the total Proposal price was submitted as the Bid Guaranty [Part IV, Section C (1)], this Surety Bond will be converted into the Performance Bond. If a check or letter of credit was submitted as the Bid Guaranty [Part IV, Section B (2)], a Surety Bond [Part IV, Section C (1)] in the total amount of the Contract price must be submitted as the Performance Bond and the check or letter of credit will be returned to the Bidder.
5. The Contractor shall have full responsibility for the safety of all employees, including those of any Subcontractor(s) and material supplier(s), of the travelling public in the vicinity of the project, but not along any detour which may be used outside the project limits, and for the safety and integrity of all property abutting the project site and of all persons moving through the project limits to and from such abutting property, from the date that work is begun on the project site until the date on which final approval is given on the project, and shall hold the Township and all of its personnel harmless against claims of negligence. To meet this requirement, the Contractor shall provide the Township with copies of insurance policies providing coverage shown in subsection (10) below.
6. If, at any time after entering the Contract, the Contractor fails to pay workers, material suppliers, or Subcontractors, the surety for the Performance Bond shall be subject to paying such bills in accord with Section 153.56 of the O.R.C. If the Contractor fails to pursue the work in a satisfactory manner, the Township may apply to the Surety to complete the project in accord with Sections 153.17, 153.54 (C) or 5555.68 of the O.R.C. or Item 108.08 of the Ohio Specifications.

### **PART III SECTION D. FINANCIAL ARRANGEMENTS AND INSURANCE (continued)**

7. In accord with Section 5555.65 of the O.R.C., the Township shall make payments to the Contractor as the work progresses. Not more than ninety-two (92%) percent of the value of completed work shall be paid at any time prior to completion of fifty (50%) percent of the total project after which, the full amount of additional estimates of progress shall be paid. The Contractor may submit bills to the Township for up to ninety-two (92%) percent of the cost of materials delivered to the project site but not yet incorporated into the construction.
8. In accord with Section 153.14 of the O.R.C., the Township shall make payments on such estimates within thirty (30) days of approval by the Director of Public Works.
9. All money withheld from payment on the periodic estimates of work completed may be deposited into an escrow account mutually agreeable to the Contractor and the Township, as required by Section 153.63. The net income of money so held shall accrue to the benefit of the Contractor, as set forth in the Escrow Agreement [Part V, Section D (1)]. The Contractor and the Township signing the Waiver of Escrow [Part V, Section D (2)] may waive this Escrow Agreement.
10. **CONTRACTORS INSURANCE**

#### **A. Indemnification and Hold Harmless**

To the fullest extent permitted by and in compliance with applicable law, the Contractor shall defend, indemnify and hold harmless the Symmes Township Board of Trustees of Hamilton County, Ohio, and their employees, officials, agents and volunteers from any and all liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings / hearings, expenses, judgments, subrogation's (of any party involved in the subject of this contract), attorneys' fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this contract including, without limitation, by the Contractor, its subcontractor(s), the Contractor's or its subcontractor's (s') employees and agents, assigns, and those designated by the Contractor to perform the work or services encompassed by this contract.

#### **B. Insurance**

The Contractor agrees to procure and maintain for the duration of this contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's products or services as described in this contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, the Contractor agrees to procure and maintain for the duration of this contract workers' compensation and Employer's Liability (Ohio stop gap) insurance. The cost of all insurance shall be borne by the Contractor. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A. M. Best rating of no less than A:VII. The Contractor shall purchase the following coverage and minimum limits:

## **CONTRACTORS INSURANCE (continued):**

- Commercial General Liability insurance policy with coverage contained in Insurance Services Office Occurrence Form CG 00 01 10 93 or equivalent with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate and at least \$100,000 coverage in legal liability fire damage. Coverage will include:
  1. Additional insured endorsement
  2. Product and completed operations for 2 years
  3. Blanket contractual liability
  4. Broad form property damage
  5. Severability of interests
  6. Personal injury
  7. Joint venture as named insured (if applicable).
  8. Specific waiver of subrogation
- Business auto liability insurance of at least \$1,000,000 combined single limit each accident, on all owned, non-owned, leased and hired automobiles. Coverage will include additional insured endorsement and specific waiver of subrogation.
- Professional liability (errors and omission) insurance of at least \$1,000,000 per claim and in the aggregate. Coverage shall include:
  1. Insured's interest in joint ventures, if applicable
  2. Punitive damages coverage's (where not Prohibited by law)
  3. Limited contractual liability
  4. Retroactive date prior to work
  5. Extended reporting period of 24 months
- Umbrella and excess liability insurance policy with limits of at least \$2,000,000 per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies, which is at least as broad as each and every area of the underlying policies, and containing the following coverage:
  1. Additional insured endorsement
  2. Pay on behalf of wording
  3. Concurrency of effective dates with primary
  4. Blanket contractual liability
  5. Punitive damages coverage (where not prohibited by law)
  6. Aggregates: apply where applicable in primary
  7. Care, custody and control – follow form primary
  8. Drop down feature
- Workers' Compensation insurance at the statutory limits required by Ohio Revised Code and Employer's Liability coverage of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate for individuals employed by the Contractor.

## **CONTRACTORS INSURANCE (continued):**

Further the Contractor agrees with the following provisions:

- Symmes Township Board of Trustees of Hamilton County, Ohio and its employees, officials, agents and volunteers will be endorsed as additional insurers on the commercial general, business auto, umbrella / excess and employer liability policies.
- The Contractor shall declare any self-insured retention to Symmes Township pertaining to liability insurance. The Professional Engineer shall provide a financial guarantee satisfactory to Symmes Township guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- If the Contractor provides insurance coverage under a "claims-made" basis, the Contractor shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Contractor was under contract with The Symmes Township Board of Trustees of Hamilton County, Ohio.
- The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Symmes Township Board of Trustees of Hamilton County, Ohio.
- The Contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- The Contractor and the Symmes Township Board of Trustees of Hamilton County, Ohio, agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
- The Contractor's insurance coverage shall be primary insurance with respect to the Symmes Township Board of Trustees of Hamilton County, Ohio, and its employees, officials, agents and volunteers. Any insurance maintained by the Symmes Township Board of Trustees of Hamilton County, Ohio shall be excess of the Contractor's insurance and shall not contribute to it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Symmes Township, 9323 Union Cemetery Road, Symmes Township, OH 45140-9312.

## **CONTRACTORS INSURANCE (continued):**

- The Contractor shall furnish the Symmes Township Board of Trustees with original certificates and amendatory endorsements effecting coverage required by this clause.
- All certificates and endorsements are to be received by Symmes Township before contract commences. Symmes Township reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
- If any or all of the work or services contemplated by this contract is sublet, the Contractor will ensure the subcontractor(s) comply with all insurance requirements contained therein.

## **GENERAL INSURANCE**

### Proof of Coverage

A certified copy of the policies shall be delivered to Symmes Township, 9323 Union Cemetery Road, Symmes Township, OH 45140-9312, before a Pre-construction meeting is held and the work embodied in the Contract will be permitted to be performed.

The Proof of Insurance provided by the Contractor(s) to Symmes Township in conjunction with this Contract shall include a Certificate from the insurance carrier which specifically includes the Board of Trustees of Symmes Township as a covered party under the various required policies. The Certificate shall identify the policy involved and coverage limits.

## **WORKMEN'S COMPENSATION INSURANCE**

The Contractor shall obtain Workmen's Compensation Insurance for all of the Contractor's employees employed under this Contract. In case any work is sublet, the Contractor shall require the Subcontractor(s) similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection provided by the Contractor. Self-insurers shall furnish Ohio Industrial Commission approval as such to the Director of Public Works.

### Proof of Coverage

The Contractor shall deliver to Symmes Township a copy of Workmen's Compensation Certificates or Certificates of Ohio Industrial Commission.

## **PUBLIC LIABILITY INSURANCE**

### Coverage Required

The Contractor shall obtain the types of Liability Insurance specified above in amounts not less than those specified above and/or as described in the State of Ohio Construction and Material Specifications, dated January 1, 2023. This insurance shall protect the Contractor and any Subcontractor performing work covered by the Contract and Symmes Township from all claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

### Proof of Coverage

The Contractor shall deliver to Symmes Township a certified copy of the Policy or Policies naming the Contractor, Subcontractor(s), and Symmes Township as the Insured, executed by the Insuring Company or its authorized Agent indicating that the Contractor and Subcontractor(s) have the specified coverage, and with an Endorsement naming Symmes Township as an Additional Insured under the Policy.

## **OTHER INSURANCE**

### Coverage Required

The Contractor shall also obtain, as necessary; the types of insurance in the amounts specified herein and as described in the State of Ohio Specifications.

When Standard Public Liability and Property Damage Insurance Policies do not cover special hazards such as accidents arising from operation of trucks and automobiles off the site of the work, separate Motor Vehicle Personal Injury and Property Damage Insurance, including hired carrier Endorsement and Non-Ownership coverage, shall be taken out by the Contractor in all cases where such hazards may be involved.

Where special hazards such as boiler explosion, operation of elevators or hoists, or blasting may be involved, and where such coverage is not specifically required herein, coverage shall be included either by a Rider to the Public Liability and Property Damage Policy or Policies, or by a separate policy or policies.

Where Builder's Risk "All Risk" Insurance is required; such as in the erection of structures or buildings; the Contractor shall provide such insurance in his name and in the name of Symmes Township for one hundred percent (100%) of the value of the entire project.

Where Railroad property is involved in the Contract, the Contractor shall furnish Railroad Protective Public Liability and Property Damage Liability Insurance in the amount required by the affected Railroad in accordance with the Railroad Liability Form prescribed by the Federal Highway Administration in Policy and Procedure Memorandum 20-12 as amended.

### **PART III SECTION F. LABOR COSTS AND REPORTS**

1. The Contractor and any Subcontractor(s) that may be engaged shall comply with every pertinent section of Chapter 4115 of the O.R.C. entitled "Wages and Hours on Public Works". A summary of these requirements is given in the Appendix.
2. The Contractor shall pay all workers on the project not less than the minimum wages and benefits prescribed for the various trades by the Ohio Department of Industrial Relations during the life of the Contract. If the project involves Federal funding, the Federal requirements for wages and hours shall prevail.
3. The Appendix also gives the minimum wages and benefits for various trades, which were required at the time of publication of this document. The Bidder must be aware that these rates may change by the time the Contract is awarded, and that the rates in effect at that time must be paid.
4. The Contractor shall post a list of the prevailing wage rates on the project site, pay all wages earned at the end of each week, and submit a copy of each weekly payroll to the Director of Public Works.
5. Failure to pay the prevailing wages or violation of any requirement of Chapter 4115 of the O.R.C. shall be considered a breach of the Contract, and the Surety Guaranty of the Contract may be invoked.

### **PART III SECTION G. PREPARATION OF PROPOSAL PRICE**

1. Symmes Township has prepared a careful estimate of the quantities of the various types of work and materials involved in the completion of this project. This datum is shown on the Bid Tabulation sheet, which accompanies the Proposal form (Part IV, Section D).
2. **The Township does NOT guaranty that the quantities shown are correct. Therefore, the actual amounts of work to be performed or materials required under each item of work may vary from those shown. The bidder shall be solely responsible for independently determining all quantities for purposes of calculating its bid price. Section 102.04 of the State of Ohio Construction and Material Specifications Manual January 1, 2023 is specifically applicable.**
3. The Bidder shall establish a price for each item of work listed on the Bid Tabulation form (Part IV, Section D). Where lump sum is indicated, the Bidder shall submit an all-inclusive price for the item. Where units are indicated, the Bidder shall submit an all-inclusive price per each unit of the item. In all cases, unless otherwise stated on the Bid Tabulation form, the all-inclusive prices presented shall include all labor, equipment and materials.
4. If the Special Provisions (Part III, Section C) and the Bid Tabulation (Part IV, Section D) invite bids on alternate ways of performing the work, the Bidder shall submit a total price for completing the work by one or more such alternate.

**PART III SECTION G. PREPARATION OF PROPOSAL PRICE (continued):**

5. If the Bid Tabulation shows "Supplemental Items", each such item may or may not be incorporated into the project at the discretion of the Director of Public Works. The Bidder shall use the same unit prices for such supplemental items as used for corresponding items in the base Bid Tabulation and shall multiply the supplemental quantities by these unit prices to get the total price of each such item.
6. In accord with Section 102.13 of the Ohio Specifications, any Proposal may be rejected if the prices bid for various items of work appear to be unbalanced. When the question of unbalancing occurs, the Director of Public Works reserves the right to request justification for the price bid before awarding the Contract.
7. The Contractor shall be paid for work completed, as explained under Financial Arrangements and Insurance (Part III, Section E), on the basis of multiplying the actual number of units completed by the total unit price for that activity, and by the total price of each "Lump Sum" activity. In no case shall the total amount paid exceed the total Proposal price.
8. When it is deemed necessary, in the opinion of the Director of Public Works, to increase or decrease quantities of items of Bid Work or to add non-bid items of work this shall be accomplished by means of Change Orders or extra work Contracts executed by both parties to the Contract. The resulting revised total price of the Contract shall, until other similar changes, be considered the total Proposal price.
9. The Bidder is cautioned to check all calculations used in arriving at unit prices, the extension of unit prices for total bid prices, and all additions with extreme care. The unit prices as presented by the Bidder as such shall become binding in determining total Contract price.

**PART III SECTION H. CONTINGENCIES**

1. If the Plans or Specifications say that a task is to be done "at the direction of the Director of Public Works", the Director of Public Works shall give the Contractor instructions as to how to proceed, and the Contractor shall be paid for the various items of work at the unit Proposal prices for such items.
2. If completely unexpected contingencies arise, so that the Contractor cannot complete the project within the specified time, or at the Contract price, the Contractor shall negotiate with the Township for additional time and/or compensation. The provisions of the O.D.O.T. C. & M. S., Section 104.02 shall be generally followed in resolving such situations.
3. If new regulations affecting the project are enforced by any level of government, and these regulations create costs which could not be foreseen when the Contract was signed, the Contractor shall have the right, under Section 153.62 of the O.R.C., to negotiate revised terms of payment to cover such costs.

### **PART III SECTION I. OPENING AND EVALUATION OF PROPOSALS**

1. The Township reserves the right to reject all Proposals, and to waive minor irregularities which may appear in the Proposal judged to be the lowest and best.
2. At the time announced in the Notice to Bidders (Part I) for opening Proposals, each Proposal shall be opened in public and the Township shall read out the total Proposal price of each Bidder.
3. The Township shall examine each proposal to make certain that all requirements of Part IV have been properly met, to verify all calculations and price extensions, and to determine the lowest and best Proposal.
4. If no Proposal is found to be lowest and best, either because of flaws found during the analysis, or because the lowest price is more than ten (10%) percent greater than the Township's estimate of price, all Proposals shall be rejected.
5. The Bidder submitting the Proposal judged to be lowest and best must be prepared to demonstrate to the Township that it is capable of carrying out the project in a satisfactory manner.
6. The procedure outlined in steps 1 through 3 of Financial Arrangements and Insurance (Part III, Section E) shall be followed.

### **PART III SECTION J. EVENTS AT SIGNING OF CONTRACT**

1. After all steps in Part III, Section I. have been completed, the Township shall notify the successful Bidder of the time and place for signing the Contract.
2. Steps 4 through 8 of Financial Arrangements and Insurance (Part III, Section E) shall become operative.
3. The Township shall furnish the Contractor with the information about the wages and benefits, which must be paid to all employees of the Contractor and any Subcontractor(s) on the project.
4. If the Bid Tabulation included alternative procedures, the Township shall notify the Contractor of which alternative is to be built.
5. The Contract shall be signed, and the Township shall notify the surety for the Performance Bond in writing.

### **PART III SECTION K. EVENTS AFTER SIGNING OF CONTRACT**

1. The Director of Public Works shall hold a Pre-construction meeting for the Contractor and other interested persons to thoroughly discuss the plan of action to be followed in carrying out the project. At this meeting, the Contractor shall give the Director of Public Works the name, address, and telephone number of every Subcontractor expected to be used on the project. The Subcontractor shall commence no work until the necessary affidavits are submitted, reviewed, and approved by the Director of Public Works.
2. Before construction may begin on the project site, the Contractor shall:
  - a. Consult with the Director of Public Works on the implementation of the traffic control system(s), which shall be used during various stages of the project.
  - b. Advise the Ohio Utility Protection Service, and each utility company that has facilities in the vicinity of the project site, that construction will begin on a specific date, and request that each one take steps to mark the location of each item of its facility in the field, and to take steps to protect the integrity of its facility.
  - c. Work with the Director of Public Works to establish routes for moving heavy equipment and materials to and from the project site in order to protect the integrity of highway pavements and bridges. If any pavement or bridge not on an approved route is damaged by the movement of equipment or material related to this project, the Contractor shall be liable for the cost of repairing same without reimbursement.
  - d. Obtain from the Township a Certificate of Exemption from Ohio Sales Tax, which might be levied on materials used in this project.
  - e. Submit to the Director of Public Works an inventory of all significant equipment, which is in use on the job site. This inventory must be corrected each time a piece of such equipment is brought to, or removed from, the job site. The Director of Public Works will not recognize time charges for any equipment, which is not on the current inventory list.
3. The Contractor and any Subcontractor(s) shall follow instructions under labor Costs and Reports (Part III, Section F) in detail.
4. Partial payments for work completed shall be made as described under Financial Arrangements and Insurance (Part III, Section E).
5. The Contractor shall meet all pertinent requirements of The Industrial Commission of Ohio relating to construction.
6. The Contractor shall meet all pertinent requirements of the Ohio Environmental Protection Agency relating to air and water pollution and the handling of solid materials.
7. The Contractor shall complete the project in a neat and workmanlike manner in accord with the Plans and Specifications. All work shall be inspected and approved by the Director of Public Works.
8. After the Director of Public Works has given final approval on the project, the Contractor shall provide written evidence that every worker, Subcontractor, and material supplier has been paid in full before the Township makes the final payment on the project.

# **PART IV, SECTION A – PROPOSAL DOCUMENTS**

## **AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER**

The purpose of this form is to assure the Board of Trustees of Symmes Township, Hamilton County that the person signing the Proposal is legally competent to enter into the proposed Contract. Each bidder must complete Affidavits 1, 2, 3, 4 below, and have the completed forms notarized.

### **Affidavit #1**

Sole owners or proprietors will complete Section A.  
Partnerships will complete Section B.  
Corporations will complete Section C.

#### **Section A (For sole owners of proprietors)**

I, \_\_\_\_\_ hereby certify that I am the sole owner or proprietor of  
(Print your full name)

\_\_\_\_\_ and that my business address is  
(Print name of Company)

\_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_  
(Print city, state and zip code)

\_\_\_\_\_  
(Telephone)

Signature \_\_\_\_\_

#### **Section B (For partnerships)**

In accord with Section 1775.08 of the Ohio Revised Code,

I, \_\_\_\_\_ hereby certify that I am a partner in  
(Print your full name)

\_\_\_\_\_ and that my business address is  
(Print name of Company)

\_\_\_\_\_  
(Print street name and number)

\_\_\_\_\_  
(Print city, state and zip code)

\_\_\_\_\_  
(Telephone)

and that I am authorized by my partner (s) to make this Proposal and to sign a contract if we are awarded the Contract.

Signature \_\_\_\_\_

Approved by \_\_\_\_\_  
(Signature of one other partner)

**AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER (continued)**  
**Section C (for Corporations)**

In accord with Sections 1701.64, and 1703.29 of the Ohio Revised Code,

I, \_\_\_\_\_ hereby certify that I am

\_\_\_\_\_ Of the

\_\_\_\_\_

\_\_\_\_\_ (Print name of Corporation)

Which company is incorporated in the State of \_\_\_\_\_ and is

(Registered) (Not registered) to do business in Ohio, The Home address of the corporation is,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone)

And the local address, in or near Hamilton County, is

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone)

I am authorized to submit this proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on \_\_\_\_\_

Approved by \_\_\_\_\_  
(Print name of Officer)

\_\_\_\_\_

(Print name of Office)

Signature \_\_\_\_\_

**AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER (continued)**

**Affidavit #2**

In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code: I hereby certify that no elected or appointed official of Symmes Township, Hamilton County, Ohio, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature \_\_\_\_\_

---

**Affidavit #3**

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Symmes Township, Hamilton County, Ohio. I further certify that the subcontractors and/or material suppliers, with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Symmes Township, Hamilton County.

Signature \_\_\_\_\_

---

**Affidavit #4**

In accord with Sections 153.59 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, creed, color, sex, or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature \_\_\_\_\_

---

**To be completed by Notary Public:**

On this day, there appeared before me \_\_\_\_\_ saying that (he) (she) is \_\_\_\_\_ (Print full name)

\_\_\_\_\_ of \_\_\_\_\_  
(Print title) (Print name of company or Corporation)

and that (he) (she) understands all of the implications of the statements in Affidavits #1, #2, #3, and #4, and has signed each in good faith.

Signature of Notary Public \_\_\_\_\_

Date \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER (continued)**

**Contracting Prohibition Regarding Unresolved Findings for Recovery**

Revised Code 9.24(A) states "No state agency and no political subdivision shall award a contract for goods, services, or construction, to a person against whom a finding for recovery has been issued by the State Auditor. Political Subdivisions are now required to verify that the person or company to whom the contract is to be awarded does not appear on the State Auditor's database listing of persons who have unresolved findings for recovery.

Have you ever had a "finding for recovery"?

Was it paid or have you entered a repayment plan or has it been waived by Attorney General?

When did the finding for recovery take place? When was the Finding for Recovery resolved?

Please provide the information with your bid.

I have never had a finding for recovery personally or as a company.

Name

---

Address

---

---

Print Name

---

Signature

**PART IV, SECTION B**

**CERTIFICATION OF INSPECTION**

I hereby certify that I have made a visual inspection and have verified all estimated quantities on which I have submitted a bid.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**PART IV, SECTION B**

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT**

(O.R.C. – SECTION 5719.042)

Sec. 5719.042: After the award by a taxing district of any contract led by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made has not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general tax list of Personal Property of any County in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty days of the date it is submitted.

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT**

(O.R.C. – SECTION 5719.042)

I \_\_\_\_\_, \_\_\_\_\_,  
Name Title

Of \_\_\_\_\_ affirm that at the time that I submitted the bid for  
Company name

To the Board of Trustees of Symmes Township, Hamilton County, OH on \_\_\_\_\_, 2025

That \_\_\_\_\_ was/was not charged with delinquent Personal Property  
Company Name

Property Taxes by the Hamilton County Auditor. (If Personal Property Taxes are delinquent, complete the following section.)

The amount of delinquent Personal Property Taxes due Hamilton County are \_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

Before me appeared \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

Pages 47 – 51 To be inserted  
Other required forms

**PART IV, SECTION C**

**BID GUARANTY AND CONTRACT BOND**  
(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_  
(Name of Surety)

as Surety, are hereby held and firmly bound unto Symmes Township, Hamilton County, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_  
to undertake the project known as:

**Symmes Township**  
**Road Project 2025**

The penal sum referred to herein shall be the dollar amount of the Principal bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. **A percentage is not acceptable.**) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the abovenamed Principal has submitted a bid on the above referred to project:

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Symmes Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having just a claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Principal: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

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

\_\_\_\_\_  
Surety Company Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety Agent's name & address

\_\_\_\_\_

\_\_\_\_\_



**PART IV, SECTION D: BASE BID TABULATION**

The undersigned proposes to furnish all material and labor to perform all the work necessary in curb replacement, catch basin repairs and for the resurfacing for the **(Following Streets Listed on page 2 according to the plans, estimates, and specifications that were prepared and in strict compliance therewith, and under the direction and approval of the Township Director of Public Works for the prices following, for materials and labor, respectively, to wit:**

<u>DESCRIPTION/EST. QUANTITY</u> (Estimates are not warranted to be correct)	<u>COSTS UNIT</u>	<u>TOTAL</u>
404 LV - Asphalt Concrete Surface Course PG 58-28 Est. 1,200 Cu. Yds..	_____	_____
Pavement Repairs Est. 1,000 Sq. Yds.	_____	_____
Pavement Planning Est. 21,500 Sq. Yds.	_____	_____
Concrete Curb Est. 1,000 Linear Feet	_____	_____
Catch Basin Repairs EST. 12 single	_____	_____
Cath Basin Repairs Est. 32 Double	_____	_____
Contingency	_____	<u>\$10,000.00</u>

**TOTAL BASE BID COST FOR PAGE 55:** \_\_\_\_\_



# BASE BID TABULATION SUMMARY SHEET

## TOTAL BASE BID COST (FROM PAGE 55):

For the sum of \_\_\_\_\_  
(sum in words)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(sum in figures)

## TOTAL BID:

For the sum of \_\_\_\_\_  
(sum in words)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(sum in figures)

-----

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

**PART V, SECTION A.**

**CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty-five by and between the Board of Trustees of Symmes Township, Hamilton County, Ohio, hereinafter designated as the Owner, and \_\_\_\_\_, hereinafter designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the Owner for the consideration herein below mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in good, firm and substantial manner the **2025 Resurfacing Project** all of which shall be done and performed in accordance with the general conditions, drawings, surveys, plats, cross-section, profiles, plans and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and be reference hereby become a part of this contract.

The provision contained in the "Legal Notice", in "Information for Bidders", in "Director of Public Works Estimate", in the "Proposal", and in the "Specifications", as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the Board of Trustees, are also hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and his Surety agree to indemnify the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run to the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor as a condition of permitting the beginning or continuance of work a certificate of compliance with this paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the time, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished of work done thereunder, at the unit prices, stated in the proposal, the sum of approximately \$ \_\_\_\_\_.

IN WITNESS WHEREOF, the said Township has caused its name to be signed and the corporate seal to be hereto affixed by the Board of Trustees of Symmes Township and the Contractor, the day and year aforesaid.

Board of Trustees of Symmes Township,  
Hamilton County, OH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

**FISCAL OFFICER'S CERTIFICATE**

**Symmes Township, Ohio \_\_\_\_\_, 2025**

I hereby certify that the amount required to meet the payment of the contract price of the attached contract has been lawfully appropriated for said purpose and is in the office of Township Fiscal Officer to the credit of the fund from which it is to be drawn, free from any encumbrances.

Fund No. \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer, Symmes Township, Hamilton County, Ohio

## PART V

### PART V SECTION B. CONTRACT BOND

If the Bidder used the Bid Guaranty Bond provided for in Section 153.571 of the O.R.C., (see Part IV, Section B (1) of this document) that Bond becomes the Contract Bond. If the Bidder submitted a cash equivalent Bid Guaranty (Part IV, Section B (2)), a form equivalent to that shown in part IV, Section B (1), must be completed as the Contract Bond and attached hereto.

### PART V, SECTION C. INSURANCE CERTIFICATES

At the time of signing this Contract, the Contractor shall fasten the certificates required in Part III, Section D - 10 to this sheet.

(The Contractor is reminded that copies of the ENTIRE Insurance Policies are required elsewhere in this document.)

**PART V, Section D, Part 1**

**ESCROW AGREEMENT**

Agreement made on \_\_\_\_\_, 2025. Between the Board of Trustees of Symmes Township, Hamilton County, Ohio, hereinafter called Township, and \_\_\_\_\_, hereinafter called Escrow Agent.

WHEREAS, THE Township and \_\_\_\_\_, hereinafter \_\_\_\_\_; and

WHEREAS, Section 153.12, Ohio Revised Code, requires the Township to retain certain funds due the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the Township in an Escrow Account;

**NOW THEREFORE, IT IS AGREED THAT:**

1. The Township and Contractor agree to employ \_\_\_\_\_, to act as Escrow Agent in connection with funds retained by the Township pursuant to the provisions of the contract identified as \_\_\_\_\_.
2. The Escrow Agent shall be opened prior to or at the time that the project is fifty percent (50%) complete. The Escrow Agent shall deposit such funds with the \_\_\_\_\_ (bank) in an interest bearing account.
3. The Escrow Agent shall hold the escrowed principle or income until receipt of an arbitration order specifying the amount of escrowed principle to be released and the person to whom it is to be released. Upon receipt of the notice or order, the Agent shall promptly pay such amount of principle and the escrowed income.
4. The Escrow Agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The Escrow Agent shall be paid nothing for its services.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at \_\_\_\_\_ on the day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Township Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_ hereby accepts employment as Escrow Agent and hereby agrees to meet the obligations and perform the duties of Escrow Agent as set forth in the foregoing Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Escrow Agent

PART V, Section D. Part 2

**ESCROW AGREEMENT WAIVER**

DUE TO THE SHORT TIME LIMIT FOR THE COMPLETION OF THE /THESE PROJECTS IN SYMMES TOWNSHIP, IT IS HEREBY AGREED UPON BETWEEN THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO; AND

\_\_\_\_\_, CONTRACTOR FOR SAME, THAT THE ESCROW AMOUNT PROVIDED FOR IN SECTION 153.12 AND 153.13 ET.SEQ, OHIO REVISED CODE, IS HEREBY WAIVED. IT IS UNDERSTOOD THAT IN SIGNING THIS WAIVER THAT NO INTEREST WILL BE EARNED ON RETAINAGE FOR SUBJECT PROJECT.

\_\_\_\_\_  
Township Representative      Date

\_\_\_\_\_  
Contractor      Date

NOTE:

IF ESCROW WAVIER IS NOT SIGNED, ESCROW AGREEMENT FORM MUST BE COMPLETED.

# Prevailing Wage Determination Cover Letter

County: HAMILTON ▼  
Determination Date: 03/10/2025  
Expiration Date: 06/10/2025

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 THRESHOLD LEVELS IMPORTANT NOTICE

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.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
---	------------------

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

**As of January 1, 2024:**

<b>“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:</b>	<b>\$98,974</b>
---	-----------------

<b>“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:</b>	<b>\$29,653</b>
---	-----------------

- 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:

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](http://www.com.ohio.gov)





Department of Commerce

Division of Industrial Compliance

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.

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)

### Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

### Payroll Information by column:

- Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
- Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- Project Total Hours: Total the hours entered for pay period.
- Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, **calculate the hourly fringe credit by dividing the yearly employer contribution by** the lesser of: hours actually worked in the year (these must be documented) or **2080**. Fringe benefits include: **Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- Self-explanatory.
- Self-explanatory.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265 Building

Change # : LCN01-2024ibLoc265

Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer	\$26.80		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55
Apprentice	Percent											
0-1000 Hours	80.00	\$21.44	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.79	\$50.51
1001 - 2000 Hours	85.00	\$22.78	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.13	\$52.52
2001 - 3000 Hours	90.00	\$24.12	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.47	\$54.53
3001 - 4000 Hours	95.00	\$25.46	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.81	\$56.54
More than 4000 Hours	100.00	\$26.80	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55

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

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter per project

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

BROWN, CLERMONT, CLINTON, HAMILTON

**Special Jurisdictional Note :**

**Details :**

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger Wrecking Laborer, Bottom Man, Pipe Layer, Skid Steer, Industrial Fork Lift Operator, Burning Torch Operator, Jack Hammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggies, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous, Material Removal (Levels A,B & C), High Lifts, Lulls and Dingo, Tunnel Laborer.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

Change # : LCN01-2024ibLoc265A

Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Mason Tender/ Scaffolding/ Forklift Operator	\$25.90		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20
Apprentice	Percent											
0-1000 Hours	80.00	\$20.72	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.07	\$49.43
1001-2000 Hours	85.02	\$22.02	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.37	\$51.38
2001-3000 Hours	90.00	\$23.31	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.66	\$53.32
3001-4000 Hours	95.00	\$24.60	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.96	\$55.26
Over 4000 Hours	100.00	\$25.90	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20

**Special Calculation Note :**

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice  
thereafter per project

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

BROWN, CLERMONT, CLINTON, HAMILTON

**Special Jurisdictional Note :**

**Details :**

TENDERS: The tending of Masons and mixing, handling and conveying of all materials used by Brick or Stone Masons, whether done by hand or by any other procedure including but not limited to, all forklifts or other mechanical means, all heating and drying off all materials used by Brick or Stone Masons and cleaning and clearing of all debris.

SCAFFOLDING: The building and dismantling of scaffolding and staging for Masons shall be the work of the

Mason Tenders.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 3

Change # : LCN01-2024ibLocalHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$35.52		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88
Group 2	\$35.69		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13
Group 3	\$36.02		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63
Group 4	\$36.47		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69.30
Watch Person	\$28.25		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
<b>Apprentice</b>	<b>Percent</b>											
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88

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

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

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

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

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

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

**Details :**

Group 1

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

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

Group 2

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

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

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), 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.



1st year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

**Special Calculation Note :** Other: Education & Safety Fund

Misc: National Training

**Ratio :**

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and

over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

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

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

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

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet

Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet

Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

# Prevailing Wage Rate

## Skilled Crafts

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

**Change # :** LCN01-2024ibBldgHwy

**Craft :** Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

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

**Change # :** LCN01-2024ibBldgHevHwy

**Craft :** Truck Driver **Effective Date :** 05/01/2024 **Last Posted :** 05/01/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Percent										
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

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

**Change # : LCN01-2024ibBldgHevHwy3**

**Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Percent											
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

**Ratio :**

3 Journeymen to 1 Apprentice

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

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

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132

Craft : Cement Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason	\$32.00		\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$47.75	\$63.75
<b>Apprentice Percent</b>												
1st Year	70.00	\$22.40	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$38.15	\$49.35
2nd Year	80.00	\$25.60	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$41.35	\$54.15
3rd Year	90.00	\$28.80	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$44.55	\$58.95

**Special Calculation Note :** Other: International Training Fund

**Ratio :**

- 1 Journeyman to 1 Apprentice
- 4 Journeymen to 2 Apprentices
- 7 Journeymen to 3 Apprentices
- 10 Journeymen to 4 Apprentices

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

BROWN, BUTLER, CLERMONT, HAMILTON,  
HIGHLAND, WARREN

**Special Jurisdictional Note :**

**Details :**

- \*Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale.
- \*Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale.
- \*Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
<b>Apprentice</b>	<b>Percent</b>											
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

**Special Calculation Note :** Other \$0.07 is for International Training Fund

4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

**Ratio :**

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

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

ADAMS, ALLEN, ASHLAND, ASHTABULA\*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA\*, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON\*, GALLIA, GEAUGA\*, GREENE, GUERNSEY, HAMILTON, HANCOCK\*, HARDIN, HARRISON, HENRY\*, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE\*, 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 :** (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

\*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

**Details :**

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Change # : LCN01-2024ibLoc23HevHwyA

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.14
<b>Apprentice</b>	<b>Percent</b>											
1st year	70.00	\$23.37	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	80.00	\$26.71	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	90.00	\$30.05	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

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

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

**Special Jurisdictional Note :**

**Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Change # : LCN01-2024ibLoc23HevHwyB

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
<b>Apprentice</b>	<b>Percent</b>											
1st year	70.00	\$24.07	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	80.00	\$27.51	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	90.00	\$30.95	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

**Ratio :**

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 2 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

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

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

**Special Jurisdictional Note :**

**Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2024ibLoc23Cinci

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Stone Mason	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Pointer Caulker Cleaner	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Refractory Workers	\$36.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.18	\$71.18
Refractory Worker Hot Pay	\$38.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.18	\$74.18
Sawman	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Layout Man	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Free Standing Chimney	\$35.50		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.68	\$70.43
Apprentice	Percent											
1st 6 months	70.00	\$24.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.68	\$53.93
2nd 6 months	74.00	\$25.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.08	\$56.03
3rd 6 months	78.00	\$27.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.48	\$58.13
4th 6 months	82.00	\$28.70	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.23
5th 6 months	86.00	\$30.10	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$62.33
6th 6 months	90.00	\$31.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.43
7th 6 months	94.00	\$32.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$66.53
8th 6 months	98.00	\$34.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.48	\$68.63

MASON FINISHER 1-90 Days	45.00	\$15.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.75	\$23.62
90-365 Days	45.00	\$15.75	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.54	\$33.42
366+ Days	50.00	\$17.50	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.29	\$36.04

**Special Calculation Note :** \*\*In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

Mason Trainees Health and Welfare after 180 days

**Ratio :**

- 1-2 Journeyman to 1 Apprentice
- 3-4 Journeyman to 2 Apprentice
- 5-6 Journeyman to 2 Apprentice
- 7-10 Journeyman to 3 Apprentice

- 1 Apprentice permits 1 Mason Trainee
- 2 Apprentice permits 1 Mason Trainee
- 3 Apprentice permits 2 Mason Trainees
- 4 Apprentice permits 2 Mason Trainees

For each additional 5 Journeyman to 1 Apprentice,  
for every 3 additional Apprentices, 1 Mason Finisher  
may be added

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

BROWN, BUTLER, CLERMONT, HAMILTON,  
PREBLE\*, WARREN

**Special Jurisdictional Note :** In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

**Details :**

MASON FINISHER:duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced.

Refractory work is classified as working with any of the following materials:  
Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun)  
and any resinous cement.

Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.