

Project Number: 220266

PID #: 99537

Contract ID: CUY99537

DBE Goal: 7.0%

Cuyahoga
US 422-13.87

E161(607)

FOUR LANE RESURFACING

Work Type Percentage Performed by Prime: 50

THE 2019 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Director

April 28, 2022

Submitted by _____

Bidder Id _____

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PN 019 – 01/20/2016 - PREPARATION OF PROPOSAL

ELECTRONIC BIDDING REQUIREMENTS

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare their bids electronically using Project Bids and submitted via Bid Express.

The Department will not accept handwritten bids or bids generated electronically from software other than that used and supplied by the Department. All handwritten bids and bids generated electronically from software other than that used and supplied by the Department shall be considered non-responsive and ineligible for award. The Department will only accept and consider bids that have been produced using Project Bids and submitted via Bid Express.

The Department's Office of Contracts will provide planholders with a proposal, plan set and any required addenda. Most addenda will not be provided by hard copy, but will be available on the Office of Contracts website at: <http://contracts.dot.state.oh.us>. Planholders will be notified of all addenda via email. All proposals, plans, Project Bids (EBSX) files and addenda are also available on the Office of Contracts web site.

Electronic bids must comply with all special provisions, the Construction and Material Specifications, Supplemental Specifications and the rules and regulations of the Ohio Department of Transportation regarding bid preparation and bid submittal.

Blank unit prices will be considered an invalid bid EXCEPT in the case of optional designs (projects where the bidder is required to bid on only one design). Unit prices of zero are not permitted at any time.

Addenda and/or amendments must be acknowledged in the Bid Acknowledgement section of the Project Bids (EBSX) file in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, amendments, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work have also been included in this section. Bid Express will not accept bids that do not have amendments incorporated. Failure to incorporate changed quantities or items in your Project Bids (EBSX) submissions will result in the rejection of your bid.

Each bidder is required to file with his bid a certified check or cashier's check for an amount equal to five percent (5%) of its bid, but in no event more than fifty thousand dollars, or a bid bond for ten percent (10%) of its bid payable to the "Director of Transportation." Electronic bid bonds will be verified upon submission of bids through Bid Express. Bidders must obtain and verify a Bond ID number from the surety. This Bond ID must be entered in the "Bond ID Number" field in the Bid Bond Section of the Project Bids file.

If the contractor chooses to submit a certified check to guaranty its bid, the Department's Office of Contracts will accept a check up to 72 hours in advance of the letting. The Office of Contracts must receive the certified check by 10:00 a.m. on the day the project sells. All checks must be sent to ODOT, Office of Contracts, Attention: Letting Manager, First Floor, 1980 W. Broad St., Columbus, Ohio 43223.

The successful bidder must furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the awarded contract amount. (Ohio Revised Code Section 5525.16)

Any bid received after 10:00 a.m. on the scheduled day of opening will receive no further consideration for award. The Department will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the case of disruption of national communications or loss of services by <http://www.bidx.com> during this two-hour period, the Department will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

PN 007 – 7/16/2021 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) TRUCKING; DBE MATERIALS AND SUPPLIES VENDORS (MSVs)

COUNTING DBE TRUCKING TOWARDS DBE CONTRACT GOALS

The Apparent Low Bidder/Awarded Contractor may meet a Disadvantaged Business Enterprise (DBE) contract goal using DBE trucking firms, but only when such firms perform a commercially useful function (CUF). The Bidder/Apparent Low Bidder/Awarded Contractor must not include a DBE trucking firm on its DBE Utilization Plan if it is aware that the firm will not be performing a CUF. Even if a DBE trucking firm will be performing a CUF, the dollar amount of trucking services it provides may not be fully countable towards the DBE contract goal. When including a DBE trucking firm that will be performing a CUF on its DBE Utilization Plan, the Bidder/Apparent Low Bidder/Awarded Contractor must only include the portion of the dollar amount of which it is aware will count towards the DBE contract goal.

The Apparent Low Bidder/Awarded Contractor is responsible for performing any Good Faith Efforts (GFEs) that may be necessary if it includes, in good faith, a DBE trucking firm on its DBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the DBE trucking firm is not performing a CUF or that the trucking services provided by the DBE trucking firm are not countable to the extent previously believed.

A DBE trucking firm performs a CUF *only when*:

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The DBE trucking firm must be given the opportunity to negotiate its rates.
- It is responsible for the management and supervision of its entire trucking operation, including any valid arrangement(s) (as described below) in which its services are countable towards the DBE contract goal. The extent of the DBE trucking firm's management and supervision are considered on a case-by-case basis. The existence of a contract between the Awarded Contractor and the DBE trucking firm is not in and of itself an indicator that the DBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of DBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When a DBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the DBE contract goal *only in instances meeting at least one of the following criteria*:

- It provides trucking services using trucks it owns, properly insures, and operates using drivers it employs (i.e., that are not 1099 “employees”/independent contractors).

It provides trucking services with trucks that are leased on a long-term basis (i.e., one year or more) from a non-DBE truck leasing company, properly insured, and operated by drivers it employs.

The dollar amount of trucking services provided using leased trucks will only be countable in cases where all the following circumstances apply:

- The DBE trucking firm’s lease indicates that the DBE trucking firm has exclusive use of and control over the leased truck(s), including responsibility for maintenance and insurance. This does not preclude the leased truck(s) from working for others during the term of the lease with the DBE trucking firm’s consent, as long as the lease gives the DBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the DBE trucking firm’s name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.

DBE TRUCKING DISCLOSURE AFFIDAVITS

In order to ensure that Prime Contractors are monitoring DBE trucking/hauling operations on projects with federal funding, prime contractors must complete monthly DBE Trucking Disclosure Affidavits (“Affidavits”). An Affidavit must be completed for all DBE trucking/hauling operations, regardless of whether the work is counting towards a DBE contract goal. The Affidavit will be completed by the Prime Contractor and emailed to the District Contractor Compliance Officer (CCO) by the 10th of each month. This information will be used to affirm DBE and non-DBE trucking utilized by each DBE firm performing those duties during the previous month.

ODOT will monitor trucking with the following requirements for all ODOT-let projects:

1. Prime Contractors will be required to provide a master list of trucks for all anticipated DBE trucking firms to the CCO within seven (7) days of the Pre-Construction Meeting.

Note: If no DBE trucking is anticipated on a project, the Prime will complete the “No Anticipated DBE Trucking Affidavit” and submit it to the CCO within seven (7) days of the Pre-Construction Meeting. If DBE trucking/hauling does occur, the Prime must notify the CCO within seven (7) days of the DBE trucking activity. The Prime will then complete the monthly Affidavits as required below.

2. The CCO will email the Affidavit to the Prime, along with the Pre-Construction documentation. Prime Contractors will be required to complete the Affidavit disclosing the DBE trucking operations during the previous month. The Prime will return the Affidavit by the 10th day of each month (if the 10th day falls on a weekend, the deadline moves to the following Monday).

They will select one of the following options on the Affidavit:

- The DBE firm performed trucking by utilizing their own equipment and workforce and/or work was subcontracted to another DBE (i.e. only trucking that can be counted for DBE participation was utilized).

Note: No other information is required. The Prime will sign and submit the Affidavit.

- The DBE firm utilized DBE & Non-DBE trucking.

Note: If selected, the Prime will provide a list of Non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).

- No trucking was performed.

Note: No other information is required. The Prime will sign and submit the Affidavit.

3. Trucking will continue to be monitored at project sites by construction field staff and the CCOs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

- 1st Level Occurrence: The Administrator for the Office of Civil Rights Compliance, under the Division of Opportunity, Diversity & Inclusion (ODI), will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the CCO within seven days of the activity);
- 2nd Level Occurrence: ODI may withhold an estimate in the amount due to the DBE trucking firm(s) that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking and does not notify the CCO within seven days of the activity);
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

COUNTING MATERIALS AND SUPPLIES PURCHASES FROM DBE MATERIALS AND SUPPLIES VENDORS (MSVS)

The DBE MSV Directory is available within the Ohio Unified DBE Directory at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx> (select MSV only).

The Apparent Low Bidder/Awarded Contractor may meet a Disadvantaged Business Enterprise (DBE) contract goal using DBE MSVs. The dollar amount of materials or supplies purchased from a DBE MSV will usually not be fully countable towards the DBE contract goal. When including a DBE MSV on its DBE Utilization Plan, the Bidder/Apparent Low Bidder/Awarded Contractor must only include the portion of the dollar amount of which it is aware will count towards the DBE contract goal.

The Apparent Low Bidder/Awarded Contractor is responsible for performing any Good Faith Efforts (GFEs) that may be necessary if it includes, in good faith, a DBE MSV on its DBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the materials or supplies purchased from the DBE MSV are not countable to the extent previously believed.

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from DBE MSVs to allow it to be sufficiently informed about the nature of the transaction and which scenario listed below applies. The Apparent Low Bidder/Awarded Contractor must document this information on the DBE Affirmation Form (<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources/pn-013-affirmation>).

DBE MSV COUNTING SCENARIOS

- The purchase price of materials and supplies obtained from a DBE MSV may be *fully countable* only if the DBE MSV:
 - Manufactures the item(s), as indicated by the information provided by the DBE MSV (subject to verification by the Department). A manufacturer DBE MSV is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
 - Is certified in the correct (manufacturer) NAICS code(s) for the item(s); and
 - Is certified in the correct MSV descriptor(s) for the item(s), if its manufacturing facility is located in Ohio.
- The purchase price of materials and supplies obtained from a DBE MSV may be *countable at 60%* only if the DBE MSV:
 - Does not manufacture the item(s);
 - Owns, operates, or maintains a store, warehouse, or other establishment in which item(s) of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the DBE MSV (subject to verification by the Department) (See below for an exception to this requirement for items that are considered bulk items.);
 - Is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the item(s);
 - Is certified in the correct (wholesale or retail) NAICS code(s) for the item(s);
 - Is certified in the correct MSV descriptor(s) for the item(s), if its store/warehouse/other establishment is located in Ohio; and
 - Does not drop-ship the item(s).
- The purchase price of materials and supplies that are considered bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and are obtained from a DBE MSV may be *countable at 60%* only if the DBE MSV:
 - Delivers the item(s) using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees,

- as indicated by the information provided by the DBE MSV (subject to verification by the Department);
 - Is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale of the item(s);
 - Is certified in the correct (wholesale or retail) NAICS code(s) for the item(s);
 - Is certified in the correct MSV descriptor(s) for the item(s), if located in Ohio;
 - Is certified in the correct trucking NAICS code(s); and
 - Does not drop-ship the item(s).
- The purchase price of materials and supplies obtained from a DBE MSV but not in accordance with any of the above scenarios is not countable, but the fees or commissions charged by the DBE MSV are countable if the DBE MSV:
 - Is certified in NAICS code 425120 Wholesale Trade Agents and Brokers; and
 - Convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.

All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

PN 033 - 04/18/2008 - AS PER PLAN DESIGNATION - PROPOSAL NOTE

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

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

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

PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the Department that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the Department, or an action for recovery may be immediately commenced by the Department for recovery of said funds.

PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

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

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

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

- 1 st Tier: Letter of Reprimand
- 2 nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance
- 3 rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

The New Hire Definition is as follows:

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

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

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

has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area. <http://www.dol.gov/ofccp/TAguides/consttag.pdf> page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to [Ohio Administrative Code \(OAC\) 123:2-3-02](#). Specifically, this unit's responsibilities includes the issuance of certificates of compliance under [ORC 9.47](#) and [153.08](#), conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. http://www.das.ohio.gov/Eod/123_2_3_02.htm

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://www.das.ohio.gov/Eod/ccinputform29.htm>

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

PN 029 – 01/18/2019– ON THE JOB TRAINING (OJT) PROVISIONS

The primary objective of the OJT Program is to offer equal opportunity for the training and upgrading of minorities, women, and disadvantaged persons toward journeyman status in the highway construction trades, and to establish a plentiful and well diverse pool of skilled workers for the highway construction industry.

The Contractor shall adhere to all requirements of the OJT Program as set forth in the most recent version of the ODOT On the Job Training Program Plan located here

[<http://www.dot.state.oh.us/Divisions/ODI/SDBE/OJTDocs/OJT%20Program%20Plan.pdf>], and incorporated in its entirety herein by reference.

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

(a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

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

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

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.

(b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

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

PN 031 – 08/16/2021 - PROMPT PAYMENT - ODOT-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT (the Department) and, by extension, its Prime Contractors and Subcontractors (including DBEs and non-DBEs and including traditional subcontractors as well as

material suppliers and trucking firms, collectively referred to herein as Subcontractors). The State of Ohio's laws related to prompt payment are published in Ohio Revised Code (ORC) 4113.61. ORC 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for contracts with U.S. Department of Transportation financial assistance (i.e., federally-funded contracts), Title 49, Part 26, Section 29 of the Code of Federal Regulations (CFR) (i.e., 49 CFR 26.29).

The Department monitors the payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for federally funded contracts, 49 CFR 26.29. To facilitate this monitoring, the Department requires Prime Contractors to report their remitted payments to specified Subcontractors, and Subcontractors to report their remitted payments to specified lower-tier Subcontractors, as follows.

- Prime Contractors must report remitted payments to subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firms (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) (collectively, Subcontractors).
- Subcontractors must report remitted payments to lower-tier subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only), and trucking firms (DBE/EDGE only) (collectively, "Lower-tier Subcontractors").

The Prime Contractor must report remitted payments to Subcontractors within 10 calendar days of each payment it receives from the Department. Each Subcontractor must report remitted payments to Lower-tier Subcontractors within 10 calendar days of receipt of each payment received from the Prime Contractor. Payers must report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee.

Unless the project type is excluded, all subcontractor payment reporting must take place within the Signet® application. Signet is a third-party software supported by the software vendor for usage by the Prime Contractor and subcontractors. Signet is only a reporting tool; it does not process financial transactions. ODOT does not provide direct technical support for Signet.

Projects of the following types (as indicated on the front page of the Proposal) are excluded from using Signet. In order to fulfill prompt payment reporting requirements, the Prime and Subcontractors MUST enter and verify remitted payments in AASHTOWare Project™ - Civil Rights & Labor (CRL).

- Mowing
- Herbicidal Spraying
- Raised Pavement Markers
- Pavement Marking
- Tree Trimming

All other project types are required to use Signet. Anyone needing access to Signet must submit a request to signet-support@infotechinc.com. Licensing and usage fees for the Signet service are incidental to the Project. The Signet vendor will charge a set fixed fee of \$1,000 per each Contract requiring Signet regardless of Contract value, Contract duration, or number of subcontractors. Prime Contractors are responsible for obtaining a Project-specific Signet license regardless of the number of subcontractor payments made. The Prime Contractor shall be responsible for paying this fee to the Signet

vendor. Helpful information on reporting Subcontractor payments in Signet may be found (as of the date of this Proposal Note) at <https://infotechinc.zendesk.com> (click Signet).

If any contractor or Subcontractor has not previously worked on an ODOT project and/or does not have a CRL account, that contractor or Subcontractor must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so contractors and Subcontractors MUST have accounts for both systems.

Prime Contractors and Subcontractors shall not record or verify payments in CRL for Projects requiring Signet.

The payer (whether Prime Contractor or Subcontractor) must report the following information:

- 1.) The name of the payee;
- 2.) The dollar amount of the payment to the payee;
- 3.) The date the payee was paid;
- 4.) The retainage or other amount withheld (if any), and the reason for the withholding (if other than for retainage).

Payment reporting(s) must be both gross (i.e., the amount owed without factoring in retainage and/or other amounts being withheld) and net. The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being commingled with a payment for work performed or materials supplied).

Payees must verify, in Signet, each payment reported by a payer within 10 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected or not.

The Prime Contractor must include the above prompt payment and reporting requirements in all Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firm (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) agreements that it enters into and further require that all such subcontractors include the same prompt payment and reporting obligation in their lower-tier Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only), and trucking firm (DBE/EDGE only) agreements. The project specific Signet license is applicable to all Project subcontracts and subcontractors.

Note: Payments made to non-DBE/EDGE suppliers and trucking firms need not be reported. However, as required in C&MS 107.21 and in accordance with ORC 4113.61, contractors are required to make payment to each subcontractor and supplier within 10 calendar days after receipt of payment from the Department for work performed or materials delivered or incorporated into the project—this requirement includes non-DBE/EDGE suppliers and trucking firms. If a contractor does not comply with this requirement, penalties in accordance with ORC 4113.61 may apply.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (DBE and non-DBE), suppliers (DBE only), and trucking firms (DBE only). The payment data reported must include any retainage (and/or other amounts) withheld and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 calendar days of the payment being reported. Your lower-tier Subcontractor (DBE and non-DBE), supplier (DBE only), and trucking firm (DBE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have a CRL account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Do not use CRL to record or verify payments for this Project.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (DBE or non-DBE), supplier (except non-DBE) and/or trucking firm (except non-DBE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet system. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

Anyone needing access to Signet may submit a request to signet-support@infotechinc.com.

If you have not previously worked on an ODOT project, and/or do not have a CRL account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Do not use CRL to verify payments for this Project.

SUGGESTED SUB AGREEMENT LANGUAGE – NON-FEDERAL-AID CONTRACTS

Suggested language for the non-federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (EDGE and non-EDGE), suppliers (EDGE only), and trucking firms (EDGE only).*

The payment data reported must include any retainage (and/or other amounts withheld) and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 days of the payment being reported. Your lower-tier Subcontractor (EDGE and non-EDGE), supplier (EDGE only), and trucking firm (EDGE only) sub agreements must include this prompt payment and reporting obligation.

If you have not previously worked on an ODOT project and/or do not have a CRL account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Do not use CRL to record or verify payments for this Project.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (EDGE or non-EDGE), supplier (except non-EDGE) and/or trucking firm (except non-EDGE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet application. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

If you have not previously worked on an ODOT project, and/or do not have a CRL account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Do not use CRL to verify payments for this Project.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PROMPT PAYMENT

Failure by the Prime Contractor to follow Prompt Payment requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Prompt Payment requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report payments in the Signet system (must use CRL if the project type is excluded as listed above) and/or failure to timely pay subcontractor(s));
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the subcontractor(s) that was not reported or paid (applies if there is a failure to report payments in the Signet system (must use CRL if the project type is excluded as listed above) and/or failure to timely pay subcontractor(s));
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Prompt Payment violations on that project (same or different subcontractor)

may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.

- 3rd Level Occurrence: The Prime Contractor may be required to pay interest in the amount of 18% per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest (applies if a pattern of not paying subcontractor(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation and/or debarment).

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

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

RETURN OF RETAINAGE

Failure by the Prime Contractor to follow Return of Retainage requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Return of Retainage requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report retainage being held in the Signet system (must use CRL if the project type is excluded as listed above) and/or failure to timely return retainage;
- 2nd Level Occurrence: The Department may withhold an estimate in the amount of retainage due to the subcontractor(s) (applies if there is a failure to report retainage being held in the Signet system (must use CRL if the project type is excluded as listed above) and/or failure to timely return retainage;
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Return of Retainage violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
 - Repeat Occurrences: Continued non-compliance is a material breach of contract and will be treated as such. ODOT can pursue other remedies available by law including suspension, revocation and/or debarment.

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

- the Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Contractor's culpability;

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

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

Prime contractors will not be required to submit executed C-92s with their subcontract agreements for Disadvantaged Business Enterprises (DBE) subcontractors prior to the execution of the prime contract with ODOT. The prime contractor must only furnish to the Department subcontract agreements from the DBE subcontractors with whom they propose to utilize to fulfill the project goal. Again, this requirement is at the time of contract execution with ODOT.

However, the prime contractor must submit C-92s prior to the DBE commencing work. At the time of submission of the C-92 the DBE subcontractor must have sufficient dollar and work type qualifications to perform the work. The prime contractor will be held accountable to meet the project goal.

PN 013 – 04/20/2018 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with the Project Bids (EBS)/Bid Express Online Submission through the DBE List folder at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. Bidders shall download the dbe.bin file from www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx contains the current list of certified DBEs and is updated regularly. The dbe-bids.bin file must be saved in the same directory as the Project Bids (EBS) file.

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

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

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at

[http://www.dot.state.oh.us/Divisions/ODI/SDBE/DBE%20Goal%20Forms/DBE%20Termination%20Form%20\(PN013\).docx](http://www.dot.state.oh.us/Divisions/ODI/SDBE/DBE%20Goal%20Forms/DBE%20Termination%20Form%20(PN013).docx)

and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at

www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx

The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

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

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

DBE BIDDERS

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

JOINT VENTURES

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

GOOD FAITH EFFORTS (GFE's)

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

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

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

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/DBE%20Goal%20Forms/Contractors%20Good%20Faith%20Efforts%20Guidelines.pdf>

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

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

ADMINISTRATIVE RECONSIDERATION

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

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

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

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx

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

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

GOOD CAUSE

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

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

- 1) The listed DBE firm fails or refuses to provide the required DBE Affirmation Form or to execute a written contract;
- 2) The listed DBE firm fails or refuses to perform the work of its subcontract in a manner consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE firm to perform its work on the subcontract results from the bad faith or discriminatory action of the awarded contractor;
- 3) The listed DBE firm fails or refuses to meet the awarded contractor's reasonable, nondiscriminatory bond requirements.
- 4) The listed DBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;

- 5) The listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- 6) ODOT has determined that the listed DBE firm is not a responsible contractor;
- 7) The listed DBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- 10) Other documented good cause that ODOT determines compels the termination of the DBE firm. Provided, that good cause does not exist if the awarded contractor seeks to terminate a DBE it relied upon to obtain the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether GFEs have been demonstrated.

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

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx. The DBE Affirmation Form will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

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

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

POST-BID

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

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the DBE shortfall

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

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

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

PN 090 – 01/15/2021 - WORK TYPE CODES AND DESCRIPTIONS

The Department will indicate the work type required for each pay item. If the line item does not have a corresponding work type, NR will be shown in the work type column. This proposal note will govern the assignment of work types to pay items.

However, the Contractor may perform incidental work items for which it does not hold the required work type provided the cost of the work does not exceed 5% of the total bid. The Contractor may also perform Work Type 26 (Structural steel painting) without holding the required work type provided the total area to be painted does not exceed 700 SF per structure. The Contractor may not perform any quantity of Work Type 55 or 56 unless they hold the required work type. The Contractor may perform Work Type 57 (Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers) without holding the required work type provided the total area to be sealed does not exceed 75 SY per project.

Listed below are the work types for this proposal. In accordance with Ohio law, a bidder must possess work types, and perform work equal to the percentage included on the front cover of this proposal. This is a percentage of the total amount of the submitted bid price. The Director may, by insertion of a contract provision, reduce the fifty percent amount.

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicidal Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members
27	Expansion & Contraction Joints, Joint sealers,	55	Fiber Optic Cable Installation, Splicing, Termination

	Bearing Devices		and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

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

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

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

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

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

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

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

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

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

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

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

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

PN 061 – 01/20/2016 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

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

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

<https://beta.SAM.gov>

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

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

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

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

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor (both prime and sub) shall submit via the Department Civil Rights & Labor System (CRL), certified payrolls each week beginning three weeks after the start of work. The Department will not accept payrolls not uploaded via CRL (no handwritten payrolls). These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.

4. Signature of an authorized company representative will be done online through CRL. CRL Requirements with interactive training guides can be found at transportation.ohio.gov/CRL.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project. Instructions for attaching the apprenticeship certificate can also be found at transportation.ohio.gov/CRL under Attaching the Apprenticeship Certificate.

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

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

PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

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

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

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in

restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

PN 133 - 01/21/2022 – STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

The requirements of this note replace the domestic steel requirements in 106.09 of the Construction & Material Specifications.

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

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

B. Exceptions. The Director may grant specific written permission to use foreign steel or iron in any type of construction. The Director may grant such exceptions under the following condition:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

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

PN 105 - 10/19/2018 - CRITICAL PATH METHOD PROGRESS SCHEDULE FOR SINGLE SEASON PROJECTS

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A. General. The progress schedule required for this project is the critical path method schedule (CPM schedule). The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the schedule. The requirements of this note replace the progress schedule requirements in 108.03 of the Construction & Material Specifications.

B. Interim Schedule. Interim schedules are not permitted for this project.

C. Baseline Schedule. The Contractor shall submit a baseline schedule within 15 days of the execution of the Contract, or prior to the start of work, whichever comes first. The baseline schedule will be in CPM schedule format and as described below. The Engineer will review the baseline schedule and will either "approve", "approve as noted" or "reject" the schedule within 7 days of receipt. If the Engineer does not provide written notification regarding the disposition of the baseline schedule within 7 days, the submission will be considered approved.

For baseline schedules that are "approved as noted", the Contractor shall make the necessary revisions and resubmit the revised schedule within 7 days. The Engineer will only reject baseline schedules that are not in compliance with contract requirements.

For baseline schedules that are "rejected", the Engineer shall indicate in writing all portions of the schedule that are not in compliance with the contract requirements. The Engineer shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within 7 days of the Engineer's written notice. The purpose of this meeting is to resolve all issues with the baseline schedule. At this meeting the Contractor shall provide clarification and all requested information necessary for the Engineer to "approve" the baseline schedule.

In the event the baseline schedule is not “approved” within 60 days of execution of the contract, all work shall cease on the project until the baseline schedule is “approved”.

Approval of the baseline schedule does not revise the Contract Documents. The baseline schedule must be “approved” or “approved as noted” by the Engineer prior to the Engineer evaluating any Contractor claims associated with time impacts.

1. Schedule Requirements. Submit an .xer or .xml file (to be determined by the Engineer) prepared in Primavera software manufactured by Oracle. The Department will “Import” or accept progress schedule files from the Contractor. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars; all Activity Codes shall be project level and not Global or EPS level Activity Codes; no Resources shall be assigned to activities, and no Project Codes shall be assigned.

Table 1 – Schedule Filename Convention			
Progress Schedule	1st Submission	2nd Submission	3^d Submission
Interim Schedule	YYPPPP01IS	YYPPPP02IS	YYPPPP03IS
Baseline Schedule	YYPPPP01B	YYPPPP02B	YYPPPP03B
Schedule Update #1	YYPPPP01SU01	YYPPPP02SU01	YYPPPP03SU01
Schedule Update #2	YYPPPP01SU02	YYPPPP02SU02	YYPPPP03SU02
Delay Analysis	YYPPPP01TIA01	YYPPPP02TIA01	YYPPPP03TIA01
Weather Delay Analysis	YYPPPP01WD01	YYPPPP02WD01	YYPPPP03WD01
Recovery Schedule	YYPPPP01RS01	YYPPPP02RS01	YYPPPP03RS01

YY – Project Year PPPP – Project Number

Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring all work, including all subcontractor work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the required time. The Engineer’s review of the baseline schedule will be for compliance with the specifications and contract requirements. Approval by the Engineer will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule. Omissions and errors will be corrected as described in Section F or I in this note and will not affect contract time.

a) Administrative Identifier Information:

- i. Project Number
- ii. County
- iii. Route Number
- iv. FHWA Number
- v. PID Number
- vi. Contract Signed Date
- vii. Completion Date
- viii. Contractor's Name
- ix. Contractor's Dated Signature
- x. ODOT's Dated Approval Signature

b) Project Activities:

- i. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Name. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.; slab, footing, underdrain). Do not include commas in the narrative description.
- iii. Activity Original Duration. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity unless approved by the Engineer. Activity durations will be in whole days, do not include decimals in the duration. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- iv. Activity Relationships:
 - o All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).

- Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
- Use of finish-to-finish relationship is required when both activities are already linked with a start-to-start relationship.
- Negative lags are not allowed with any relationship

c) Project Milestones:

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.
- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
- iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.
- iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.

d) Level of Effort Activities:

Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.

e) Constraints:

Use constraints sparingly in the schedule. If constraints are used, use only Early Constraints or Late Constraints.

f) Calendars:

Weather, seasonal (winter) and environmental shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Seasonal weather conditions, as shown in CMS 108.06-1 shall be evenly dispersed into the CPM schedule calendars as non-work days and included in the planning and scheduling of all work. All calendars developed by the Contractor shall be established as Project Calendars, with the calendar name including the project year, project number and describing the function (i.e. 160345 – 5 day workweek, 160345 – earthwork, 160345 – structures, 160345 – asphalt, 160345 – concrete cure, 160345 – environmental restriction, 160345 – 7 day week, etc.). Each calendar should indicate an 8 hour workdays. No Global Calendars shall be incorporated into any progress schedule submission. Project Calendars cannot inherit holidays and exceptions from a Global Calendar.

- g) Activity Codes:
The Contractor shall, at a minimum, include Project Activity Codes for Area, Phase, and Responsibility for each activity. Work Breakdown Structure is permitted, but is not to be used in lieu of Activity Codes. No Global Activity Codes shall be incorporated into any progress schedule submission.
 - h) Schedule Options:
The schedule may only be calculated using retained logic. Show open ends as non-critical. Total float shall be calculated as finish float. Ignore relationships to and from other projects.
2. Submission Requirements. Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email or compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:
- a) A pdf of the baseline schedule in CPM format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date, and Calendar ID. Use arrows to show the relationships among activities. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."
 - b) A hard copy of the Six Week Look Ahead Schedule in CPM format. This schedule will have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six week period of the data date.

- c) A complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by the Primavera scheduling software application) which includes Schedule Settings, Statistics, Errors, Warnings, Scheduling/Leveling Results, Exceptions, Activities with unsatisfied constraints, Activities with unsatisfied relationships, and Activities with external dates. The statistics shall include, number of Activities, number of Activities Not Started, number of Activities In Progress, number of Activities Completed, number of Activity Relationships, and number of Activities with Constraints. Total number of activities on the critical path, percent complete, activities without predecessors, activities without successors, and activities out of sequence.

D. Float. Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), lag logic restraints, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the project schedule or its updates.

1. Definitions of Float: Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.
2. Ownership of Float: Float available in the schedule, at any time shall not be considered for the exclusive use of either the Department or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.
3. Negative Float: Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section G. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for

assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

E. Monthly Update Schedule. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section F.

1. **Update Requirements.** On the fifth day of the current month, during the life of the Project, submit an updated schedule and all required information with a data date of the first day of the current month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart and the updated schedule in electronic format as specified in Section C.2. The Engineer shall “approve” or “reject” the schedule update within 7 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report on the critical path only. The project schedule shall be reviewed at each monthly progress meeting. Any corrections shall be made prior to the next monthly progress meeting.

Submit the following with each updated schedule:

- i. A pdf of the updated in CPM format.
- ii. A pdf of the Six Week Look Ahead Schedule in CPM Format
- iii. Provide a written narrative that identifies any non-critical revisions or shifts in the critical path and submit reasons for the changes or shifts in the critical path.
- iv. A complete Scheduling/Leveling Report (SCHEDLOG.TXT) file generated by the Primavera scheduling software application.
- v. A pdf of the Claim Digger Report (generated by the Primavera Software application) providing a comparison between this updated schedule and the previous Monthly Updated Schedule.
- vi. Electronic files (formatted as described above)

2. Early Completion Monthly Update Schedule. An Early Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date precedes the Contract Completion Date. If after incorporating necessary revisions in accordance with Section F, the Finish Date precedes the Contract Completion Date by at least 30 days, the Engineer will initiate a change order amending the Contract Completion Date to the Early Completion Date shown on the accepted Early Completion Monthly Update. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date and the time between the Early Completion Date and the Contract Completion Date is used as Project Float.
3. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date. In the event the Finish Date is more than 14 days beyond the current contract completion date and a schedule revision is not warranted, the Contractor must proceed in accordance with Section I.

F. Revisions. The Work may require and/or the Contractor may make revisions to the CPM schedule. Addition of new activities or new calendars or changes to existing activities, calendars or logic constitute a revision.

1. . Any revision which modifies the critical path or impacts an interim date or project completion date must be represented on a companion schedule submitted with the monthly update schedule . A fragnet shall be used to define the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions.
2. Any revision which does not modify the critical path or the interim date or project completion date can be submitted in a narrative form accompanying the monthly update schedule. The narrative shall include the reason for the revisions.

The Engineer shall “approve” or “reject” proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

G. Time Extensions for Delays in Accordance with C&MS 108.06.B and 108.06.D. The Work may require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit a pdf copy and an electronic copy of each analysis performed.

1. Determine project progress prior to circumstance(s) necessitating the time extension. The previous accepted monthly update, updated to the date of the circumstance alleging to have caused delay, shall be used to display the prior progress of the project. This schedule is referred to as the Un-impacted Schedule
2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
4. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

H. Weather Days in Accordance with C&MS 108.06.C. The Contractor may request and/or the Engineer will determine an extension of the completion date due to weather days. Perform the following analysis to compute the duration of the time extension. Submit pdf copy and an electronic copy of each analysis performed.

1. The previously accepted monthly update shall be used to display progress of the project and planned activities for the next 30 day period that incurred weather days. Make a copy of the schedule file to use for the analysis. This schedule is referred to as the Non-weather Schedule.
2. Prepare a list of weather days believed to have delayed the project and the activities that were impacted.
3. Utilizing the calendar(s) of those impacted activities, Remove any planned weather days. Insert the weather day(s) into the calendar(s) for the planned work as a non-work day. Run the

schedule calculations and determine the finish date. This schedule is referred to as the Weather Schedule.

4. Compare the Weather Schedule finish date with the Non-weather Schedule finish date in order to determine the duration of any warranted time extension.

Submit the weather schedule with the request for time extension on a monthly basis. Include a narrative report describing the effects of weather days to interim and contract completion dates.

I. Recovery Schedule. If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project more than 14 calendar days later than the current Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date if requested by the Engineer. The Department will withhold Estimates until the Engineer approves the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule will need to be submitted once the dispute has been resolved.

J. Basis of Payment. The Department will make partial payments according to C&MS Section 109.09 and as modified by the following schedule:

1. The Department will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.
2. The Department will release an additional 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
3. The Department will release the remaining 10 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 90 percent of the original contract amount is complete.

The Department will pay for the accepted quantities at the contract price as follows:

Item	Unit	Description
108E30000	Lump Sum	CPM Progress Schedule Short Duration Projects

PN 127 - 01/18/2019 - LANE VALUE CONTRACT:

The Contractor shall be assessed Disincentives as designated in the Lane Value Contract Table for each unit of time the described Critical Lane/Ramp is restricted from full use by the traveling public within the restricted time period. The Lane Value Contract Table is located in the Plan General Notes. The Disincentives will be assessed for all restrictions of the critical work.

Critical work is shown in the Lane Value Contract Table.

Critical work is defined as having the designated sections open to unrestricted traffic as shown in the table, or the entire project if not otherwise listed.

Unrestricted traffic is defined as all traffic lanes being available for use with specified striping and safety features in place.

PN 420 – 1/21/2022 - SURFACE SMOOTHNESS REQUIREMENTS FOR PAVEMENTS

DESCRIPTION: The surface tolerance specification requirements are modified to use the International Roughness Index (IRI) as follows for all pavements of constant width with at least 1 centerline mile (1.6 km) of continuous paving. Short breaks in paving such as bridge decks, intersections, etc. are not considered breaks in continuous paving. Also included is pavement for ramps, including acceleration lanes and deceleration lanes, where the total length is greater than 0.5 miles (0.8 km); and all interstate-to-interstate ramps including acceleration lanes and deceleration lanes, regardless of total length.

For roads with less than 1 centerline mile (1.6 km) of paving; ramps, acceleration lanes, and deceleration lanes not included above; and sections of undivided highways, as defined in this note, within corporation limits with posted speed limits less than 40 miles per hour, smoothness measurement and corrective action for all areas of localized roughness with an IRI in excess of 250 inches per mile (3.95 m/km) in 25 feet (7.6 m) is required. For these same areas, no corrective action for 0.1-mile (0.16 km) sections having an MRI (lot roughness) greater than 90 inches per mile (1.42 m/km) is required and no pay adjustments will be made.

Do not include pavement for turn lanes including center turn lanes, shoulders, crossovers, approach slabs, and bridge decks in IRI measurements, corrective actions, and pay adjustments.

Areas not part of this specification are subject to the requirements of the original item(s) specified.

If the pavement surface is Rubberized Open Graded Asphalt Friction Course (Supplemental Specification 803), this specification applies to the surface of the course immediately below and references to the number of courses placed do not include the SS803 course.

MATERIALS AND EQUIPMENT: Provide smoothness measuring equipment conforming to Supplement 1058. Furnish the Department's approval letter of the profiler and the operator to the Engineer. The Engineer will verify the smoothness measuring equipment conforms to Supplement 1058. The Engineer will complete the Smoothness Profiler Verification Report found in Supplement 1058, Appendix A, to document profiler calibration prior to measurement. The Engineer will verify the profile operator's certification against the operator list posted on the Office of Construction Administration webpage. Furnish equipment meeting the requirements of C&MS 257.02 for performing corrective diamond grinding.

SMOOTHNESS MEASUREMENT: Measure the pavement surface smoothness in both wheel paths. Wheel paths are located parallel to the centerline or baseline of the roadway or ramp and approximately 3.0 feet (1.0 m) from the centerline of the lane or ramp, measured transversely in both directions. Ensure the path of the profiler is parallel to the lane centerline at all times. Measure the entire length of pavement, event marking the profile runs such that profile data can later be identified when the profile

sensor(s) is within 1.0 foot (0.3 m) of any existing pavement not constructed on the project, pressure relief joint, approach slab, or other non-pavement features (i.e. manholes, valve boxes, unusual geometry, catchbasins, etc.). It is the operator's responsibility to note such locations in the collected inertial profiles. Profiles provided without named event markings will not be reviewed and will be returned for correction. Non-pavement and pre-existing conditions will be considered on a project-by-project basis and approved by the Engineer for exclusion from IRI calculations.

Remove any objects such as dirt, debris, curing covers, etc., prior to performing the surface smoothness measurements. Replace any curing covers after the measurements are taken. Repair any membrane curing damaged during the measurements.

Do not perform any surface smoothness measurements until the pavement has cured sufficiently to allow measuring without damaging the pavement. When the pavement will not support the profiler on the next working day, notify the Engineer and inform the Engineer when the measurements will be taken. Provide the Engineer at least 24 hours' notice prior to performing any measurements. Do not take measurements until project site verification is demonstrated to the Engineer according to Supplement 1058.

IRI and MRI CALCULATION: Develop an IRI according to ASTM E 1926 for each 0.1-mile (0.16 km) section.

Non-pavement features and pre-existing conditions approved by the Engineer that influence the IRI measurements in a wheelpath should be sectioned out of profiles using the Leave-Out function in ProVAL for the corrective action and pay adjustment. Use 5-feet before and after length when using the Leave Out function. Do not perform corrective diamond grinding within 1.5 feet of a non-pavement feature installed directly in a wheel path.

Submit the summary report from ProVAL conforming to Supplement 1110 and electronic copies of all longitudinal pavement profiles in ProVAL compatible format to the Engineer. The Engineer will submit one copy of the summary report and one electronic copy of the profiles to the Office of Technical Services.

Provide necessary traffic control and survey stationing for all surface smoothness measurements.

MANDATORY CORRECTIVE ACTION: Perform corrective action for the applicable surface type as required. Provide a list of all mandatory corrective action locations, with station, lane, proposed corrections, proposed maximum grinding depths, and proposed final IRIs and MRIs for each location to the Engineer for approval as a Corrective Action Plan. The Corrective Action Plan is limited to grinding, pavement removal and replacement or a combination of the two. Submit the Corrective Action Plan at least 7 days prior to planning any corrective action. Corrective Action Plans that do not meet allowable IRI and MRI values at post-correction will not be approved. Do not perform any corrective actions without approval of the Engineer.

Corrective action required to meet the maximum allowable IRI and MRI values that are performed after the contract completion date will be a Punch List item in accordance with C&MS 109.12.B. Corrective action will not be assessed liquidated damages in C&MS 108.07 or contract disincentives. If corrective action on the Punch List is not completed within a reasonable time, as determined by the Final Inspector, it will be subject to an assessment of fifty percent of liquidated damages in accordance with C&MS 109.12.B.

Asphalt Concrete Surface: Classify asphalt pavement areas into one of the following types based on the work performed as part of the Project.

- Type A: Asphalt pavement specified as at least two uniform courses with the total thickness placed greater than or equal to 3 inches (75 mm).
- Type B: Asphalt pavement specified as either: a) at least one uniform course with the total thickness placed less than 3 inches (75 mm) and including Item 254 or SS897 planing prior to resurfacing, or b) at least two uniform courses with the total thickness less than 3 inches (75 mm) without including Item 254 or SS897 planing prior to resurfacing.
- Type C: Asphalt pavement specified as a single uniform course not meeting the criteria of Type B. The uniform course may be placed on a non-uniform leveling course.

TABLE 420-1 ASPHALT CONCRETE PAVEMENT CLASS CRITERIA				
Pavement Class	Divided Highways*		Undivided Highways*	
	Corrective Action	Pay Adjustment Schedule (Table 420-3)	Corrective Action	Pay Adjustment Schedule (Table 420-3)
Type A [\geq 3in. + 2-course]	[1],[5]	A	[2],[5]	A
Type B [$<$ 3in. + Milling] or [$<$ 3in. + 2-course]	[1],[5]	A	[3],[5]	A
Type C [$<$ 3in. + 1-course]	[2],[5]	A	[4]	B

* Divided highways have physical separation such as a grass median, raised concrete median, guardrail, or barrier between the two directions of travel. Highways with continuous two way left turn lanes are considered undivided. Undivided highways with short sections, less than 1000 feet (300 m), of physical separation are considered undivided for the entire length.

Corrective Action:

- [1] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).
- [2] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 200 inches per mile (3.16 m/km) in 25 feet (7.6 m).
- [3] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 225 inches per mile (3.55 m/km) in 25 feet (7.6 m).
- [4] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 250 inches per mile (3.95 m/km) in 25 feet (7.6 m).
- [5] Correct any 0.1-mile (0.16 km) sections having an MRI greater than 90 inches per mile (1.42 m/km).

Perform corrective action as required in Table 420-1. Do not propose diamond grinding corrections in excess of one-third the contract item surface course thickness. When removal is required for corrective action, remove the entire asphalt course(s) affected, for the full lane width, for a minimum length of 30 feet, and replace per the original contract item(s). Apply Item 407 Tack Coat prior to placing any asphalt concrete. Do not diamond grind more than 5 percent by longitudinal length of the lane-miles (lane-km) eligible for a pay adjustment.

Re-measure each 0.1-mile (0.16 km) section where corrective action was performed to ensure compliance with Table 420-1.

If the final surface course is Item 803, seal any diamond ground areas with material meeting the requirements of 702.04 prior to placing the Item 803.

Portland Cement Concrete Surface: Classify pavement areas into one of the following types based on the work performed as part of the Project.

Type A: Concrete pavement with the total specified thickness greater than or equal to 8 inches (200 mm).

Type B: Concrete pavement with the total specified thickness greater than 6 inches (150 mm) and less than 8 inches (200 mm).

Type C: Concrete pavement with the total specified thickness less than or equal to 6 inches (150 mm).

TABLE 420-2 PORTLAND CEMENT CONCRETE PAVEMENT CLASS CRITERIA				
Pavement Class	Divided Highways*		Undivided Highways*	
	Corrective Action	Pay Adjustment Schedule (Table 420-3)	Corrective Action	Pay Adjustment Schedule (Table 420-3)
Type A [≥ 8 in.]	[1],[5]	A	[1],[5]	A
Type B [> 6 in. & < 8 in.]	[1],[5]	A	[2],[5]	A
Type C [≤ 6 in.]	[2],[5]	A	[3]	B

* Divided highways have physical separation such as a grass median, raised concrete median, guardrail, or barrier between the two directions of travel. Highways with continuous two way left turn lanes are considered undivided. Undivided highways with short sections, less than 1000 feet (300 m), of physical separation are considered undivided for the entire length.

Corrective action:

- [1] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 160 inches per mile (2.53 m/km) in 25 feet (7.6 m).
- [2] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 200 inches per mile (3.16 m/km) in 25 feet (7.6 m).
- [3] Correct all areas of localized roughness having deviations, high or low points, with an IRI in excess of 225 inches per mile (3.55 m/km) in 25 feet (7.6 m).
- [5] Correct any 0.1-mile (0.16 km) sections having an MRI greater than 90 inches per mile (1.42 m/km).

Perform corrective action as required in Table 420-2 by diamond grinding or removing and replacement per the original contract items.

Re-measure each 0.1-mile (0.16 km) section where corrective action was performed to ensure compliance with Table 420-2.

Complete all corrective action prior to determination of pavement thickness. If corrective action is required, the surface texture after diamond grinding is acceptable and no additional texturing is required.

Asphalt and Portland Cement Concrete Surfaces: If corrective action is required, develop a Corrective Action Plan as specified in the Mandatory Corrective Action section of this Specification. Upon completion of the corrective action, re-measure surface smoothness according to this specification. In the event the Contractor was not able to correct the surface smoothness to meet the Specification, deductions will be made according to *Post-Correction Pay Adjustment* procedures below.

METHOD OF MEASUREMENT: Determine the IRI for each lane, for each wheel path, for each 0.1-mile (0.16 km) section of paving. The MRI for a 0.1-mile (0.16 km) section is the average of the IRI of the two wheel paths.

PAY ADJUSTMENTS: A lump sum pay adjustment will be made according to the following schedule and calculations for each lane for each 0.1-mile (0.16 km) section. Payment will be based on a 12 foot (3.7 m) lane width, regardless of lane width. Pay adjustments are based on the weighted average bid unit cost per square yard for the section multiplied by the pay factor as determined in Table 420-3. Pavement thickness is the total thickness of asphalt concrete, Portland cement concrete, or both placed as part of the contract and does not include any SS803 course, free draining base, aggregate base, stabilized subgrade, etc.

TABLE 420-3 PAY SCHEDULE			
SCHEDULE A		SCHEDULE B	
MRI	PAY ADJUSTMENT	MRI	PAY ADJUSTMENT
Inches per mile per 0.1 mile section (m/km per 0.16 km section)	Percentage of Unit Cost (PUC) (%)	Inches per mile per 0.1 mile section (m/km per 0.16 km section)	Percentage of Unit Cost (PUC) (%)
35 (0.55) or less	4	45 (0.71) or less	4
Over 35 to 50 (0.55 to 0.79)	$(50 - \text{IRI}) * \left(\frac{4}{15}\right)$	Over 45 to 60 (0.71 to 0.95)	$(60 - \text{IRI}) * \left(\frac{4}{15}\right)$
Over 50 to 70 (0.79 to 1.10)	0	Over 60 (0.95)	0
Over 70 to 90 (1.10 to 1.42)	$-(\text{IRI} - 70) * \left(\frac{6}{20}\right)$		
Over 90 (1.42)	(1)		

(1) Corrective action required

Asphalt Pavements:

$$WUC = \frac{(t_1 \times u_1) + (t_2 \times u_2) + (t_3 \times u_3) \dots}{36}$$

Where: *WUC* = weighted unit cost (\$/SY).

t = lift thickness (in.).

u = bid unit cost (\$/CY).

Concrete Pavements:

$$WUC = \text{bid unit cost } (\$/SY)$$

Pay Adjustment (*PA*):

$$PA = WUC \times 704 \times PUC$$

Where: *WUC* = weighted unit cost (\$/SY).

PUC = percentage of unit cost from Table 420-3, expressed as a decimal.

Pay adjustments will be based on the measured IRI of each wheelpath and averaged as MRI, after any mandatory corrective action, however no incentive will be paid for any 0.1-mile (0.16 km) section where mandatory corrective action was performed regardless of the resulting IRI/MRI. No pay adjustments will

be made for sections less than 0.1 miles (0.16 km) long, however corrections for localized roughness are required.

At the Contractor's option, corrective action may be performed on any section with an MRI greater than 70 inches per mile (1.10 m/km) to reduce or eliminate the negative pay adjustment, however no incentive will be paid regardless of the resulting MRI. As an option the Department may allow corrective action, in the form of diamond grinding, Item 254, or SS897 pavement planing, to improve the profile on any course prior to the surface course. If the final course is Item 803 do not perform corrective action on the Item 803. Only diamond grinding may be performed on the course immediately below Item 803.

POST-CORRECTION PAY ADJUSTMENT

Lot Roughness: Any uncorrected 0.1 mile (0.16 km) section at post-correction, subject to Schedule A, with an MRI of 90.1 or greater will require a negative pay adjustment according to the following table. Remove and replace any uncorrected 0.1 mile (0.16 km) section with an MRI greater than 95.

MRI at post-correction	% Pay Adjustment
90.1	20
91	35
92	51
93	67
94	84
95	91
>95	Remove and replace

Localized Roughness: Any section of uncorrected localized roughness up to 10% over the specified IRI threshold and subject to Schedule A or B, will require a negative pay adjustment based on the localized roughness analysis using the weighted average bid unit cost per square yard for the section being assessed. The following formula will be used to determine the negative pay adjustment per violation.

$$\text{Negative Pay Adjustment, per wheel path} = \text{Length of Violation} \times \text{IRI above Threshold} \times \text{WUC}$$

The minimum negative pay adjustment will be \$500.00 per wheel path per violation. Negative pay adjustments for uncorrected localized violations are cumulative for each wheel path.

Remove and replace locations with uncorrected localized roughness greater than 10% of the specified IRI. Replace the entire lane width per violation.

BASIS OF PAYMENT: Include the cost of all labor, equipment, and materials necessary to meet this specification in the contract unit or lump sum price for the applicable pavement items.

PN 520 10/19/2018 - FUEL PRICE ADJUSTMENT

General: This Fuel Price Adjustment (Fpa) provision is intended to minimize risk to the Contractor or Design Build Team, (DBT) due to fuel price fluctuations that may occur during the Contract. This provision is not designed to estimate actual quantities of fuel used in construction operations, but to provide a reasonable basis for calculating a fuel price adjustment based on average conditions.

The Department determines adjustments under the provisions of this Proposal Note, and presumes that the Contractor/(DBT) has relied on these provisions when determining unit bid prices. The monthly application range for percent change (Mbp/Cbp) will not exceed 50% for a Fuel Price Adjustment increase or decrease as outlined in Section B, Calculation of Fuel Price Adjustment.

A. Price Adjustment Criteria: These requirements provide for a price adjustment, positive or negative, to payments due the Contractor/(DBT) for fluctuations in the cost of fuel consumed in the performance of certain items of work. The total price adjustment must be more than \$400. These price adjustment provisions apply only to those items in the contract as grouped by category and identified in Table A-1. All adjustments will be made based on fuel consumption indicated by Table A-1, and no changes will be made for actual consumption rates.

Category descriptions and the fuel usage factors which are applicable to each are as follows:

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 30,000 c.y. (22,936 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)	840	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 424, 441, 442, 443, 446, 448, 614, 615, 803, 806, 826, 851, 857, 860, 880	Gallons per cubic yard (Gallons per cubic meter)	1.70 (2.22)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884,	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

* A Fuel Price Adjustment will only apply when the sum of all **original** contract quantities or for Design Build Projects all completed in-place accepted final quantities for the category meet or exceed the specified Threshold Quantity. When a Fuel Price Adjustment applies, calculate the Fuel Price Adjustment for the sum of all quantities for the category per this proposal note.

B. Calculation of Fuel Price Adjustment: Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor/(DBT) while a negative Fuel Price Adjustment will result in a deduction.

The Department will calculate a Monthly Base Price (Mbp) for fuel for each month of each calendar year beginning with January 2001. The method for calculating the Monthly Base Price (Mbp) will be on file in the Division of Construction Management. The Monthly Base Price (Mbp) will be used to calculate all Fuel Price Adjustments. The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values will be posted on the Division of Construction Management, Office of Construction Administration website at: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

During each month of the contract the Engineer will select the applicable Monthly Base Price (Mbp) and calculate the ratio of the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp). The formulas below allow for a variation in fuel prices without recognizing cost increases/ decreases within the range of 90% to 110% of the Contract Base Price (Cbp).

When, and only when, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.90 or greater than 1.10 will the Engineer calculate a Fuel Price Adjustment (Fpa).

Cost increases in excess of 150% of the Contract Base Price (Cbp) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is greater than 1.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 1.50.

Cost decreases in excess of 50% of the Contract Base Price (CBP) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 0.50.

For a Price Increase:

$$Fpa = [(Mbp/Cbp) - 1.10] \times Cbp \times Q$$

For a Price Decrease:

$$Fpa = [(Mbp/Cbp) - 0.90] \times Cbp \times Q$$

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

Q = The number of gallons of fuel used in the placement of items identified in Table A-1 during that month at the specified Fuel Usage Factor. Q will be determined by the Engineer for each category by multiplying the applicable Fuel Usage Factor by the sum of quantities of completed and accepted work for the specified items.

The total Monthly Fuel Price Adjustment will be the algebraic sum of the Fuel Price Adjustments for materials placed during the month for each applicable category identified in Table A-1. The Total Fuel Price Adjustment for the project will be the algebraic sum of all Monthly Fuel Price Adjustments. The

Department will calculate the Monthly and Total Fuel Price Adjustment on a monthly basis and make contract modifications as provided in Section C, Payment/Deduction.

C. Payment/Deduction: The Fuel Price Adjustment will be paid, or deducted, upon approval of a change order prepared after completion of all work. Contractor/(DBT) markups are not permitted. Partial

payments or deductions will be processed prior to total completion when the unpaid accrued Total Fuel Price Adjustment exceeds \$10,000 or once every 12 months.

D. Expiration of Contract Time: When eligible items of work grouped by category and identified in Table A-1 are performed after expiration of contract time and liquidated damages are chargeable, the value of Monthly Base Price (Mbp) used to compute the price adjustment will be either the Monthly Base Price (Mbp) at the time of actual performance or the Monthly Base Price (Mbp) at the time contract time expired, whichever is less.

E. Extra Work: When eligible items of work grouped by category and identified in Table A-1 are added to the contract as Extra Work and for which a unit price is negotiated the Contractor/(DBT) must use the appropriate price for fuel when preparing required backup data for the negotiated price. No Fuel Price Adjustment will be made for fuel consumed in the performance of eligible work added to the contract as Extra Work at a negotiated price when the work commences within 90 days of the approval of the change order authorizing said extra work. If the eligible work at a negotiated price commences more than 90 days after the approval of the change order authorizing said extra work a Fuel Price Adjustment will be made if said extra work quantities exceed the applicable threshold quantity in Table A-1. The Fuel Price Adjustment will be calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

When Extra Work is added to the contract as a Force Account operating costs for equipment used in the performance of this work will be paid in accordance with C&MS 109.05.C.4 with no further adjustment.

F. Final Quantities: Upon completion of the work and determination of final pay quantities a change order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for the Monthly Base Price (Mbp) used in the price adjustment formula will be the average of all Monthly Base Price (Mbp) values previously used for computing price adjustments.

PN 534- 01/21/2022 - Asphalt Binder Price Adjustment

A. Eligibility

If the Department's asphalt binder index has increased or decreased in excess of 10 percent, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$400.

B. Price Adjustment Criteria and Conditions:

The Department will establish and publish the asphalt binder Bidding Index (BI) and Placing Index (PI) for each month of each calendar year. The asphalt binder indexes will be posted on the Department's website.

The Department will establish the asphalt binder indexes based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor® (AWM) (<http://www.poten.com/copyright.asp>).

The Department will use the selling price for PG64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month to calculate the BI and PI. The

calculated asphalt binder BI will be posted by the Department as the index for the following month. The calculated asphalt binder PI will be posted by the Department as the index for the current month. The Director will determine the asphalt binder indexes in the event data from the AWM is unavailable for any reason.

C. Price Adjustment Calculations

If the ratio of the PI to the BI is greater than 1.10 or less than 0.90, the Department will adjust the compensation the contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

For a price increase:

$$PA = \left(\frac{PI}{BI} - 1.10 \right) \times C \times Q$$

For a price decrease:

$$PA = \left(\frac{PI}{BI} - 0.90 \right) \times C \times Q$$

Where:

PA = Price Adjustment

BI = Bidding Index, the asphalt binder index for the month the project is bid

PI = Placing Index, the asphalt binder index for the month the asphalt concrete is placed

C = BI x percent virgin asphalt binder / 100

Q = Eligible quantity of asphalt concrete in tons (metric tons)

The percent of virgin asphalt binder used to calculate C is determined from the approved Job Mix Formula (JMF).

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established by OMM or, if an OMM conversion factor is not established, according to the Department's Construction and Material Specifications Item 440.07.

If eligible asphalt concrete is placed beyond an approved Contract Completion Date, the Department will base price adjustments on either the PI for the last month of the approved Contract Completion Date, or the PI for the actual month of placing, using whichever PI is less.

At a minimum, the Department will calculate and apply price adjustments at the end of each construction season and as soon as practical after the completion of the project.

D. Extra Work/Force Account:

When new asphalt concrete pay items are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109.05, no price adjustments will be made.

Project Number: 220266

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

Date Set for Completion: **10/31/2022**

Unit Price Contract

Project Number: 220266

Section 0001 ROADWAY

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0001		209E60201	LINEAR GRADING, AS PER PLAN (WT: 06)	06	STA	497.000

Section 0002 EROSION CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0002		832E30000	EROSION CONTROL (WT: 08)	08	EACH	1,000.000

Section 0003 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0003		251E01001	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN A (WT: 16)	16	SY	4,904.000
0004		251E01001	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN B (WT: 16)	16	SY	4,414.000
0005		254E01000	PAVEMENT PLANING, ASPHALT CONCRETE, 1.5" (WT: 13)	13	SY	118,183.000
0006		254E01001	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN, 1.5" (WT: 13)	13	SY	102,497.000
0007		407E20000	NON-TRACKING TACK COAT (WT: 10)	10	GAL	18,760.000
0008		442E00100	ANTI-SEGREGATION EQUIPMENT (WT: 10)	10	CY	6,326.000
0009		442E10001	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446), AS PER PLAN, PG76-22M, 1.5" (WT: 10)	10	CY	601.000
0010		442E10301	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (447), AS PER PLAN, PG76-22M, 1.5" (WT: 10)	10	CY	8,628.000
0011		617E10101	COMPACTED AGGREGATE, AS PER PLAN (WT: 06)	06	CY	155.000
0012		618E40601	RUMBLE STRIPS, SHOULDER (ASPHALT CONCRETE), AS PER PLAN (WT: NR)	NR	MILE	14.600
0013		850E10010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (ASPHALT) (WT: 45)	45	MILE	27.680
0014		850E10130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (ASPHALT) (WT: 45)	45	FT	8,899.000
0015		850E20010	GROOVING FOR 6" RECESSED PAVEMENT MARKING, (CONCRETE) (WT: 45)	45	MILE	2.110
0016		850E20130	GROOVING FOR 12" RECESSED PAVEMENT MARKING, (CONCRETE) (WT: 45)	45	FT	373.000
0017		872E10000	VOID REDUCING ASPHALT MEMBRANE (VRAM) (WT: 10)	10	FT	4,392.000

Section 0004 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0018		621E00100	RPM (WHITE) (WT: 41)	41	EACH	678.000
0019		621E00100	RPM (WHITE/RED) (WT: 41)	41	EACH	233.000
0020		621E00100	RPM (YELLOW/RED) (WT: 41)	41	EACH	78.000
0021		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	742.000

Project Number: 220266

0022		630E97800	SIGNING, MISC.: ADDITIONAL SIGNS, GROUND MOUNTED, AS DIRECTED BY THE ENGINEER (WT: 39)	39	SF	300.000
0023		646E10400	STOP LINE (WT: 45)	45	FT	109.000
0024		646E10510	CROSSWALK LINE, 12" (WT: 45)	45	FT	334.000
0025		646E10620	CHEVRON MARKING (WT: 45)	45	FT	54.000
0026		646E20300	LANE ARROW (WT: 45)	45	EACH	34.000
0027		807E12010	WET REFLECTIVE EPOXY PAVEMENT MARKING, EDGE LINE, 6" (WT: 45)	45	MILE	19.820
0028		807E12110	WET REFLECTIVE EPOXY PAVEMENT MARKING, LANE LINE, 6" (WT: 45)	45	MILE	8.740
0029		807E12310	WET REFLECTIVE EPOXY PAVEMENT MARKING, CHANNELIZING LINE, 12" (WT: 45)	45	FT	8,990.000
0030		807E12410	WET REFLECTIVE EPOXY PAVEMENT MARKING, DOTTED LINE, 6" (WT: 45)	45	FT	6,543.000

Section 0005 TRAFFIC SIGNALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0031		632E26501	DETECTOR LOOP, AS PER PLAN (WT: 44)	44	EACH	6.000

Section 0006 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0032		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	100.000
0033		614E12484	WORK ZONE INCREASED PENALTIES SIGN (WT: 39)	39	EACH	15.000
0034		614E13001	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC, AS PER PLAN (WT: 39)	39	CY	100.000
0035		614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	54.000
0036		614E20110	WORK ZONE LANE LINE, CLASS I, 6", 642 PAINT (WT: 39)	39	MILE	8.740
0037		614E20560	WORK ZONE LANE LINE, CLASS III, 6", 642 PAINT (WT: 39)	39	MILE	8.740
0038		614E22110	WORK ZONE EDGE LINE, CLASS I, 6", 642 PAINT (WT: 39)	39	MILE	19.800
0039		614E22360	WORK ZONE EDGE LINE, CLASS III, 6", 642 PAINT (WT: 39)	39	MILE	19.800
0040		614E23210	WORK ZONE CHANNELIZING LINE, CLASS I, 12", 642 PAINT (WT: 39)	39	FT	8,990.000
0041		614E23690	WORK ZONE CHANNELIZING LINE, CLASS III, 12", 642 PAINT (WT: 39)	39	FT	8,990.000
0042		614E24202	WORK ZONE DOTTED LINE, CLASS I, 6", 642 PAINT (WT: 39)	39	FT	6,543.000
0043		614E24612	WORK ZONE DOTTED LINE, CLASS III, 6", 642 PAINT (WT: 39)	39	FT	6,543.000
0044		614E26200	WORK ZONE STOP LINE, CLASS I, 642 PAINT (WT: 39)	39	FT	109.000
0045		614E26610	WORK ZONE STOP LINE, CLASS III, 642 PAINT (WT: 39)	39	FT	109.000
0046		614E27050	WORK ZONE CROSSWALK LINE, CLASS I, 12", 642 PAINT (WT: 39)	39	FT	334.000
0047		614E27250	WORK ZONE CROSSWALK LINE, CLASS III, 12", 642 PAINT (WT: 39)	39	FT	334.000
0048		614E30200	WORK ZONE ARROW, CLASS I, 642 PAINT (WT: 39)	39	EACH	34.000

Project Number: 220266

0049		614E30650	WORK ZONE ARROW, CLASS III, 642 PAINT (WT: 39)	39	EACH	34.000
0050		808E18700	DIGITAL SPEED LIMIT (DSL) SIGN ASSEMBLY (WT: 39)	39	SNMT	45.000

Section 0007 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
0051		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
0052		108E30000	CPM PROGRESS SCHEDULE SHORT DURATION PROJECTS (WT: NR)	NR	LS	1.000
0053		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
0054		619E16011	FIELD OFFICE, TYPE B, AS PER PLAN (WT: NR)	NR	MNTH	6.000
0055		623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING (WT: NR)	NR	LS	1.000
0056		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

General Decision Number: OH20220001 02/25/2022

Superseded General Decision Number: OH20210001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022
3	02/18/2022
4	02/25/2022

BROH0001-001 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0001-004 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55

BROH0003-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0005-003 06/01/2020

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

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

BROH0006-005 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0007-002 06/01/2021

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0007-005 06/01/2021

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates	Fringes
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MASON - STONE.....	\$ 28.65	14.55
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BROH0008-001 06/01/2021

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

Rates	Fringes
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BRICKLAYER.....	\$ 30.40	17.55
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BROH0009-002 06/01/2021

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

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2021

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

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0014-002 06/01/2021

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

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0016-002 06/01/2021

ASHTABULA, GEAUGA, and LAKE COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 30.40	17.55
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BROH0018-002 06/01/2021

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

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.40	17.55

BROH0022-004 06/01/2021

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

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.40	17.55

BROH0032-001 06/01/2021

GALLIA & MEIGS

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.40	17.55

BROH0035-002 06/01/2021

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.40	17.55

BROH0039-002 06/01/2021

ADAMS & SCIOTO

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.40	17.55

BROH0040-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.93	22.54

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.

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

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2021

	Rates	Fringes
Bricklayer, Stonemason COSHOCKTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 30.40	17.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

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

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2021

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0052-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

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

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
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CARPENTER.....	\$ 25.98	15.98
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CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

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

CARP0200-002 05/01/2021

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

CARP0248-005 07/01/2008

LUCAS & WOOD

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

CARP0248-008 07/01/2008

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

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

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

CARP0372-002 05/01/2016

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

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

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

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

CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

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

CARP1311-001 05/01/2017

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

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

CARP1393-002 07/01/2008

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

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

DIVERS - \$250.00 per day

 CARP1393-003 07/01/2008

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

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

DIVERS - \$250.00 per day

 CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

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

 CARP1871-008 05/01/2017

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

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

 CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

 CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

ELEC0008-002 05/24/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 43.33	26.61

ELEC0032-003 12/06/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.22	19.73

ELEC0038-002 04/26/2021

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

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

FOOTNOTES;

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

ELEC0038-008 04/26/2021

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

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

FOOTNOTES;

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

ELEC0064-003 11/29/2021

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

	Rates	Fringes
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ELECTRICIAN.....\$ 36.10 18.17

ELEC0071-001 01/01/2019

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

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

ELEC0071-004 01/01/2019

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

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

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$ 32.44		14.10
Municipal Power/Transit Projects.....\$ 40.10		16.42
LINE CONSTRUCTION: Groundman		

DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

ELEC0071-010 01/01/2019

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

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

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

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

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,

PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

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

ELEC0082-002 11/29/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	20.84

* ELEC0082-006 11/29/2021

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

ELEC0129-003 03/01/2021

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

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

ELEC0129-004 03/01/2021

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

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

ELEC0141-003 09/01/2019		

BELMONT COUNTY

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

ELEC0212-003 11/26/2018		

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 11/29/2021		

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.04	20.64

ELEC0245-001 01/01/2022		

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25

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

ELEC0245-003 01/01/2022

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Heli-arc Welding.....	\$ 40.76	26.5%+7.25
Lineman.....	\$ 45.52	26.5%+7.25
Operator - Class 1.....	\$ 34.18	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25
Traffic Signal & Lighting Technician.....	\$ 38.27	26.5%+7.25

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

ELEC0245-004 01/01/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25
Operator - Class 1.....	\$ 34.14	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25

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

ELEC0246-001 10/29/2018

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

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

ELEC0306-005 05/28/2018

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

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

ELEC0317-002 06/01/2021

GALLIA & LAWRENCE

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

ELEC0540-005 12/27/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

ELEC0573-003 11/29/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.04	20.64

ELEC0575-001 11/29/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	19.76

ELEC0648-001 08/30/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 32.00	20.79

ELEC0673-004 02/01/2020

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

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

ELEC0683-002 05/31/2021

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,

Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and
UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.50	21.99
ELECTRICIAN.....	\$ 35.50	21.99

ELEC0688-003 05/31/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	21.29

ELEC0972-002 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/31/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.15

ENGI0018-003 05/01/2019

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

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

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation

Equipment (includes all groups or classifications);
Material Transfer Equipment (Shuttle Buggy) Asphalt;
Pettibone-Rail Equipment; Power Grader; Power Scraper; Push
Cat; Rotomill (all), Grinders & Planers of All types;
Trench Machine (24" wide & under); Vermeer type Concrete
Saw; and Maintenance Operators (Portage and Summit
Counties Only).

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

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving
Machine; Boiler Operator on Compressor or Generator when
mounted on a Rig; Cableway; Combination Concrete Mixer &
Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;
Crane (All Types, Including Boom Truck, Cherry Picker);
Crane-Compact, Track or Rubber over 4,000 lbs. capacity;
Cranes-Self Erecting, Stationary, Track or Truck (All
Configurations); Derrick; Dragline; Dredge (Dipper, Clam or
Suction); Elevating Grader or Euclid Loader; Floating
Equipment (All Types); Gradall; Helicopter Crew
(Operator-Hoist or Winch); Hoe (all types); Hoisting Engine
on Shaft or Tunnel Work; Hydraulic Gantry (Lifting
System); Industrial-Type Tractor; Jet Engine Dryer (D8 or
D9) Diesel Tractor; Locomotive (Standard Gauge);
Maintenance Operator Class A; Mixer, Paving (Single or
Double Drum); Mucking Machine; Multiple Scraper;
Piledriving Machine (All Types); Power Shovel; Prentice
Loader; Quad 9 (Double Pusher); Rail Tamper (with auto

lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

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

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java

or similar); & Whirley (or similar type)

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2021

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

Rates	Fringes
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IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 38.03	24.72
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IRON0017-010 05/01/2021

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

Rates	Fringes
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IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 38.03	24.72
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IRON0044-001 06/01/2021

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

Rates	Fringes
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IRONWORKER, REINFORCING.....	\$ 31.32	21.00
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2021

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

Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 29.75	21.00
Ornamental; Structural.....	\$ 31.32	21.00

IRON0055-003 07/01/2021

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

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

IRON0147-002 06/01/2021

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

	Rates	Fringes
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IRONWORKER.....	\$ 30.35	23.40
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IRON0172-002 06/01/2021

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth),

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

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

IRON0207-004 06/01/2021		

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 32.07	26.00
Ornamental; Reinforcing;		
Structural.....	\$ 31.07	26.00
Ornamental; Reinforcing.....	\$ 29.72	25.18

IRON0290-002 06/01/2021		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

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

IRON0549-003 12/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 34.44	18.77

IRON0550-004 05/01/2021

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

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

IRON0769-004 06/01/2021

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

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

IRON0787-003 06/01/2021

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.94	23.05

LAB00265-008 05/01/2021

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 33.70	11.85
GROUP 2.....	\$ 33.87	34.20
GROUP 3.....	\$ 34.20	11.85
GROUP 4.....	\$ 34.65	11.85
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 34.93	11.85
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 34.93	11.85
GROUP 2.....	\$ 35.10	11.85
GROUP 3.....	\$ 35.43	11.85
GROUP 4.....	\$ 35.88	11.85
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 33.27	11.85
GROUP 2.....	\$ 33.44	11.85
GROUP 3.....	\$ 33.77	11.85
GROUP 4.....	\$ 35.88	11.85

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface

Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

PAIN0006-002 05/01/2018

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

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

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2021

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

	Rates	Fringes
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PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....\$ 21.95		10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30		10.20
Brush & Roller.....\$ 25.30		10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05		10.20
Spray.....\$ 25.80		10.20

PAIN0093-001 12/01/2018

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

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

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....\$ 24.17		11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 24.17		11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.92		11.22
GROUP 4 - Steeplejack Work..\$ 25.12		11.22
GROUP 5 - Coal Tar.....\$ 25.67		11.22

GROUP 6 - Bridge Equipment Tender & or Containment		
Builder.....	\$ 32.88	11.22
GROUP 7 - Tanks, Stacks & Towers.....		
	\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....		
	\$ 35.88	11.22

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

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

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.47	20.60
Power Generating Facilities.	\$ 29.65	17.68

PAIN0476-001 06/01/2020

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 26.47	14.53
GROUP 2.....	\$ 33.10	14.53
GROUP 3.....	\$ 26.68	14.53

GROUP 4.....	\$ 27.12	14.53
GROUP 5.....	\$ 27.12	14.53
GROUP 6.....	\$ 27.37	14.53
GROUP 7.....	\$ 28.47	14.53

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2020

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

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

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2018

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

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

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 22.78	13.63
Brush & Roller.....	\$ 21.77	13.63
Spray; Tank Interior & Exterior.....	\$ 22.60	13.63

PAIN1020-002 07/01/2020

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

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

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

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

	Rates	Fringes
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PAINTER

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

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

PLAS0132-002 05/01/2018

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

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

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates	Fringes
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PLASTERER.....	\$ 28.86	17.11
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PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

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

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA
COUNTIES

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

PLAS0886-004 05/01/2018

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

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

PLUM0042-002 07/01/2020

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

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

PLUM0050-002 07/06/2020		

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

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

PLUM0055-003 05/04/2021		

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

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

PLUM0083-001 07/01/2017		

BELMONT & MONROE (North of Rte. #78)

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

PLUM0094-002 05/01/2020		

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

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

PLUM0120-002 05/03/2021		

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

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

 PLUM0162-002 06/01/2021

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

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

 PLUM0168-002 06/01/2021

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

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

 PLUM0189-002 06/01/2019

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

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

 PLUM0219-002 06/01/2021

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

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

PLUM0392-002 06/01/2021

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.21	22.99

PLUM0396-001 06/01/2021

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

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

PLUM0495-002 06/01/2018

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

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

PLUM0577-002 06/01/2019

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

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

PLUM0776-002 07/01/2020

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

COUNTIES

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

TEAM0377-003 05/01/2021

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

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

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

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

Articulated End Dump

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION