

PID #: 121990

Columbiana County

COL-FIRESTONE PARK PHASE 2

City of Columbiana, Ohio

SBE Goal: 6%

Federal Aid No. E241(040)

**PROPOSAL  
&  
CONTRACT DOCUMENTS  
FOR  
COL-FIRESTONE PARK PHASE 2**

**BID OPENING: \_\_\_\_\_, 2026 @ 11:00 A.M. Local Time**

**(Exact Pre-Qualifications Name and Street Address Must Appear Below)**

**Submitted By:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

**COL – FIRESTONE PARK PHASE 2**

**CITY OF COLUMBIANA OFFICIALS**

Rick Noel, City Mayor

Lance Willard, City Manager

Kevin Smith, Director of Finance

Documents Prepared by:

**Herbert, Rowland & Grubic, Inc.**  
200 West Kensinger Drive, Suite 100  
Cranberry Township, PA 16066  
Phone: 724-779-4777  
Fax No.: 724-779-4711  
E-mail: bhabuda@hrg-inc.com  
February 2026

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**LEGAL NOTICE  
ADVERTISEMENT FOR BIDS**

Sealed bids for the construction of the **COL-FIRESTONE PARK PHASE 2, Columbiana, Ohio** will be received by the City of Columbiana, Ohio in the City Council Chambers at 28 West Friend Street, Columbiana, Ohio 44408, until 11:00 A.M. Local, on \_\_\_\_\_, 2026 at which time and place said bids will be publically opened and read aloud, said project includes:

- 10,127 SF of Concrete Walk
- 992 SY of Roadway Rehab
- 0.02 Miles of New Pavement Markings
- 679 SY of Brick Gutter Restoration
- 2,373 LF of Underdrain Installation

Detailed plans and specifications can be viewed in the office of the City of Columbiana, 28 West Friend Street, Columbiana, Ohio 44408, a copy of which can be obtained upon payment of Fifty Dollars (\$50.00), **NONE OF WHICH WILL BE RETURNED**. Contract documents will be mailed as soon as possible after receipt of request **AND** payment for such contract documents. **PLEASE NOTE: An additional \$15.00 (fifteen dollars)** per set will be charged for shipping and handling costs. Checks should be made payable to Herbert, Rowland & Grubic, Inc.

All proposals shall be sealed and marked for the **COL – FIRESTONE PARK PHASE 2** and addressed to Mr. Lance Willard, City Manager, and delivered or received by mail prior to the opening date and time. Mailed bids shall be sent to the City Manager in care of Mr. Lance Willard, 28 West Friend Street, Columbiana, OH 44408.

The bidders may be required to give references and such other detailed information as will enable the owner to judge responsibility, experience, skill, and financial standing. **Bidders must be pre-qualified with the Ohio Department of Transportation, Office of Contracts, for the nature of work involved.** The bidder must possess work types and perform work equal to at least 30% of the total amount of the submitted bid price.

Attention is called to the prevailing wage rates to be paid where applicable for labor and public involvement in and for Columbiana County, as ascertained by the U.S. Department of Labor under the mandate of the Davis-Bacon Act and related legislation.

**DOMESTIC STEEL USE REQUIREMENTS AS DESCRIBED IN SECTION 106.09 of the 2016 ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS APPLY TO THIS PROJECT.**

Bidders shall comply with the Affirmative Action-Equal Employment Opportunity requirements set forth in the Contract Documents. A bidder/contractor will be deemed committed to the goal of such bid conditions by submitting a properly signed bid. Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap or national origin.

Each bid proposal must be accompanied by a bid bond with an approved surety company in the sum of one hundred percent (100%) of the amount of the bid as surety for the execution of the contract. A certified check on some solvent bank drawn and made payable to the City of Columbiana, in the sum of ten percent (10%) of the amount of the bid will be accepted in lieu of said bond.

The right is reserved to reject any and all bids, or to increase or omit any item(s), waive any informalities or irregularities and to award to the lowest and best responsible bidder.

By Order of Lance Willard, City Manager

Published in the Morning Journal, Lisbon, Ohio,  
Columbiana County on \_\_\_\_\_, 2026

## **ENGINEER'S ESTIMATE**

Engineer's Construction Cost Estimate based on these construction drawings and the specifications is **\$1,186,085.25**.

Estimate as of February 2026

**SECTION I**

**INFORMATION FOR BIDDERS**

## INFORMATION FOR BIDDERS

BIDS will be received by the City of Columbiana Ohio (herein called the "OWNER"), at 28 West Friend Street, Columbiana, Ohio 44408 until 11:00 A.M., Local Time on, \_\_\_\_\_, 2026, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Mr. Lance Willard, City of Columbiana, Manager at 28 West Friend Street, Columbiana, OH 44408. Each sealed envelope containing a BID must be plainly marked on the outside as BID for COL-FIRESTONE PARK PHASE 2 and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER Mr. Lance Willard, City Manager at 28 West Friend Street, Columbiana, OH 44408.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above schedule time for the opening of Bids or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimate quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER, and the OHIO DEPARTMENT OF TRANSPORTATION (ODOT) for 100 percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE with a corporate surety approved by the OWNER and the OHIO DEPARTMENT OF TRANSPORTATION (ODOT), will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make sure investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

**Small Business Enterprise (SBE) Goal for this project is 6%.**

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is Herbert, Rowland & Grubic, Inc.. His address is 200 West Kensing Drive, Suite 100, Cranberry Township, Pennsylvania 16066.

**SECTION II**

**INSTRUCTION TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**  
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## **INSTRUCTIONS TO BIDDERS**

**PRE-QUALIFICATION:** Bidders must be pre-qualified with the Ohio Department of Transportation for at least 30% of the nature of the work. All sub-contractors must be pre-qualified for the nature of their work involved.

**CERTIFICATE OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS:** No contract shall be entered into unless the bidder possesses a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator, Certification Section, 77 South High Street, 24th Floor, Columbus, Ohio 43215, dated no earlier than 180 days prior to the date fixed for the opening of bids.

**CONTRACT DOCUMENTS:** The documents covering the performance of the project include the Advertisement, Instructions to Bidders, Proposals Executed Contract, Contract Bond or Bonds, Standard Specifications, Supplementary Specifications, Addenda, Plans, References to Ohio Department of Transportation and Construction Material Specifications, Change Orders, and Subsidiary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of Contract.

**PLANS AND SPECIFICATIONS:** Bidders are advised to carefully examine the Contract Drawings and Specifications for the proposed work. The Contract Drawings show the surface and underground structures likely to affect the prosecution of the work insofar as they have been determined, but the information shown is not guaranteed as being correct and complete, bidders being expected to examine the Contract Drawings and the location of the work under the ground and judge for themselves of all the circumstances affecting the cost of the work or the time required for its completion.

**ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Engineers for the City of Columbiana and to be given consideration must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipt requested (at the respective addresses furnished for such purpose), to all parties of record as having taken out a full set of plans and specifications, not later than four days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under (his)(her) bid as submitted. All addenda so issued shall become part of the Contract Documents.

**CONDITIONS OF WORK:** Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of (his)(her) obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in (his)(her) bid. Insofar as possible, the Contractor, in carrying out of (his)(her) work, must employ such methods or means as will not cause any interruption of or interference with the work of the City of Columbiana or any other Contractor, or infringe on the rights, safety, and convenience of the Public.

**EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to, inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

**SOIL CONDITIONS:** Subject to the convenience of the City of Columbiana, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and (he)(she) shall maintain and restore the site to original condition.

The City of Columbiana does not guarantee the accuracy of any information or samples which is may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the City of Columbiana represent that the plans and specifications drawn are based upon any data so obtained. The City of Columbiana does not make any representation as to the soil conditions to be encountered or as to foundation materials. The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be

encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

**WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this contract.

In case the Contractor desires to obtain water from fire hydrants located along the site of the work, or from mains constructed under this contract and properly connected to the public water supply system, (he)(she) may obtain such water, but subject to all established charges and regulations.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

**CONTRACTOR REGISTRATION:** The Contractor shall be responsible for registering with the City of Columbiana, upon contract award, and will be responsible for any registration fees, including all sub- contractors.

**CITY INCOME TAX:** The Contractor will be responsible for payment of City Income Tax for his employees and the employees of any sub-contractors.

**WORKING FACILITIES:** The plans show, in a general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

**OTHER CONTRACTS:** Bidders are advised that work other than the herein contract may be in progress at the site of this construction work during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

**PERMITS:** The Contractor shall take out all necessary permits from the City of Columbiana or other authorities, and shall give all notices required by law or City of Columbiana ordinance. The charge or fee for any permit issued by the City of Columbiana shall be borne by the Contractor.

**PREPARATION OF PROPOSALS:** Each bidder must submit a bid for each and every item of the proposal submitted and a failure to do so will render (his)(her) bid irregular and subject to rejection. Conditions, limitations or provisions attached by the Bidder to the proposal may also cause its rejection.

Proposals must be submitted on the prescribed form. All blank spaces must be filled, in ink. Each Bidder must furnish in (his)(her) proposal a summary of information relative to the facilities, ability and financial resources available for the fulfillment of the contract.

All bids must be submitted in sealed envelopes bearing on the outside, the name of the Bidder, and (his)(her) address, the name of the project. Bid Deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.

All names must be typed or printed below the signature.

**WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn after it has been duly deposited. No Bidder may withdraw (his)(her) bid for a period of sixty (60) days after the opening of bids.

**COMPETENCY OF BIDDERS:** The City of Columbiana may make such investigation as it deems necessary to determine the ability and competency of the Bidder to perform the work. Upon request, the Bidder shall furnish evidence satisfactory to the City of Columbiana that (he)(she) has the necessary facilities, ability and financial resources to fulfill the conditions of the Contract and Specifications.

The City of Columbiana reserves the right to reject any bid received, if the investigation fails to satisfy the City of Columbiana that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work as specified.

**INFORMATION TO BE FURNISHED:** In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the available experienced and skilled men which (he)(she) plans to use in the prosecution of the work; the types of equipment and materials (he)(she) plans to install; and (he)(she) shall prepare and furnish this information in writing at the City of Columbiana's request.

Furthermore, the Bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the City of Columbiana may obtain high grade workmanship and proper performance of the Contract.

**APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS:** The quantities of work as given for each item in the Proposal are approximate and are given only as uniform basis for comparison of proposals. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract and any departure there from will not be accepted as valid grounds for any claim for damages or loss of profits.

**PRICES BID:** The prices shall be written in ink in figures in the appropriate places in the proposals for the various items, and all bids will be considered irregular which contain items not specified in the forms of bids. The bid amount will be determined by the quantity of work for each item multiplied by the Unit Price. In the event of conflict, the quantity times the unit price will control over the written bid amount.

Bids will be compared on the basis of the aggregate cost as determined by the use of the schedule of approximate quantities contained in the proposal.

**SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The Bidder shall further state in (his)(her) proposal the name and address of each person or corporation interested therein.

**BIDDER'S AFFIDAVIT:** Each Bidder is required to duly execute the affidavit at the end of the proposal stating that all statements and declarations made in the proposal are true to the best of (his)(her) knowledge and belief.

**RIGHT TO ACCEPT OR REJECT PROPOSALS:** The City of Columbiana may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The City of Columbiana reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable.

**NON-COLLUSION AFFIDAVIT:** The successful Bidder will be required to submit a non-collusion affidavit in the form included in the proposal herein. This affidavit shall be dated and executed after the opening of bids and before the award of the Contract is made.

**EXECUTION OF CONTRACT:** The Bidder to whom the Contract is awarded will be required to execute a written contract with approved sureties within ten (10) days from the date of the service of the notice to that effect. In case (he)(she) shall fail to do so, the Bid Deposit accompanying (his)(her) proposal shall thereupon be forfeited to and the amount thereof retained by the City of Columbiana as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City of Columbiana for any loss which it may sustain by failure of the Bidder to execute the Contract and furnish bond as aforesaid and the work may be re-advertised or let to the next higher or next best Bidder, as the City of Columbiana may determine.

**PROGRESS SCHEDULE:** Within ten (10) days after the award of the contract to him, the Contractor shall submit a proposed program of operation, showing clearly how (he)(she) proposes to conduct the work as to bring about the completion of (his)(her) work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when (his)(her) work will be sufficiently advanced to permit the installation of the work under other contracts. The work under this contract shall be so scheduled that as structures are completed they can be placed into useful operation with a minimum of

delay. The program shall be subject to the approval of the City of Columbiana.

**LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon (his)(her) failure or refusal to execute and deliver the contract and bonds required with ten (10) days after (he)(she) has received notice of the acceptance of (his)(her) bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with (his)(her) bid.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 days after written "Notice to Proceed." Bidder must agree also to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter.

**WAGE RATES:** In the event that the rate of wages paid for any trade or occupation in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates specified herein.

In case the City of Columbiana orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any sub-contractor under this Contract to employ a person in any trade or occupation for which no minimum Wage Rate is herein specified, the City of Columbiana will include in the Contract change order for such extra or additional work a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupation not less than the wage so included.

Wage rates for this project will be as per the Davis-Bacon Act.

**REQUIRED INSURANCE:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City before operation are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section.

All policies as hereinafter required shall be so written that the City will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation or amendment.

**RESPONSIBILITY FOR DAMAGE CLAIMS AND LIABILITY INSURANCE:** The Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary right-of-way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any persons or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the Director, furnish to the Department a certificate or certificates of insurance in the form satisfactory to the Department demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the Department by the insurer. Mail all certificates and notices to: Administrator, Office of Contracts, Ohio Department of Transportation, 1980 West Broad Street, Columbus, OH 43223. Upon request, the Contractor shall furnish the Department via certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

- A. Workers' Compensation Insurance. Comply with all provisions of the laws and rules of the Ohio Bureau

of Worker's Compensation covering all operations under Contract with the Department whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworker's Compensation Act \*33 USC Section 901 *et seq.*)

B. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the Department will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the State of Ohio, Department of Transportation, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set about above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements and attachments to the Engineer prior to starting the Work.

C. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limits	
Each Occurrence	\$1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the Department from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the Department will accept the certificates, but the Contractor is obligated to renew its insurance from time to time, so that the Department is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies, or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12C, the Department may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Department. The Department in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the Department may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

## **ADDITIONAL INSURED ENDORSEMENT**

City of Columbiana, as Project Owner  
Herbert, Rowland & Grubic, Inc. as the Engineer  
Ohio Department of Transportation

## **RAILROAD PROTECTIVE**

If applicable, as required by Railroad (Not Applicable)

**UNBALANCED BIDS:** Mathematically unbalanced bid prices are those that do not reasonably reflect the cost of the item bid, inclusive of labor, equipment, profit, overhead and material costs. A bid is materially unbalanced when the Owner has reasonable doubt that an award to the Bidder submitting a mathematically unbalanced bid will not result in the lowest ultimate cost to the Owner. A materially unbalanced bid will be cause for rejection of the bid.

**TAXES:** Contractor will be responsible for payment of any income taxes or other taxes, required by the City of Columbiana for the contractor, contractor's employees, sub-contractors or sub-contractor's employees.

**FINDING FOR RECOVERY:** House Bill 95, the State of Ohio Operating Budget for fiscal years 2004-05, enacted anew provision of law (ORC Section 9.24), effective January 1, 2004, that prohibits a state agency or political subdivision from awarding a contract for goods, services or construction, which is paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved.

**Explanation of Finds for Recovery:** ORC 9.24 defines a finding for recovery as “a determination issued by the Auditor of State, contained in a report the Auditor of State gives to the Attorney General pursuant to Section 117.28 of the Revised Code, that public money has been illegally expended, public money has been collected but not been accounted for, public money is due but has not been collected, or public property has been converted or misappropriated.”

Pursuant to ORC 117.28, when a finding for recovery is issued in an audit report, the legal counsel for the public office is authorized to collect the public money due within 120 days after receiving the audit report. In addition, the Auditor of State is required to notify the Attorney General of every finding for recover. If, after 120 days, the legal counsel for the public office has not initiated legal action to recover the public money due, the Attorney General is authorized to bring such an action.

ORC 9.24 (B) provides that a finding for recovery is unresolved unless any of the following criteria applies:

1. The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed;
2. The debtor has entered into a repayment plan that is approved by the Attorney General and the state agency or political subdivision to whom the money identified in the finding for recovery is owed. A repayment plan may include a provision permitting a state agency or political subdivision to withhold payment to a debtor for goods, services, or construction provided to or for the state agency or political subdivision pursuant to a contract that is entered into with the debtor after the date the finding for recovery was issued.
3. The Attorney General waives a repayment plan described in division (2) of this section for good cause;
4. The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement.
5. The state agency or political subdivision desiring to enter into a contract with a debtor certifies, and the Attorney General concurs, that all of the following are true:
  - a. Essential services the state agency or political subdivision is seeking to obtain from the debtor

cannot be provided by any other person besides the debtor;

- b. Awarding a contract to the debtor for the essential services described in division (5)(a) is in the best interest of the state;
  - c. Good faith efforts have been made to collect the money identified in the finding of recovery.
6. The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

Auditor of State Database: ORC 9.24 (D) requires the Auditor of State to establish and maintain a database which is accessible to the public and which lists all persons against whom an unresolved finding for recovery has been issued, dating back to January 1, 2001. The database is also to list the amount of money identified in the finding for recovery. The statute requires the Auditor of State to update the database on a quarterly basis to reflect findings for recovery that have been resolved. Both the initial database and all updates reflecting findings that have been resolved will be based upon written reports that the Attorney General is to provide to the Auditor of State. All new findings for recovery will be added to the database immediately upon being issued by the Auditor of State.

Although the statute only requires that the database be updated to reflect resolved findings on a quarterly basis, the Auditor of State and the Attorney General have agreed to a process to allow for more frequent updates. The Attorney General will notify the Auditor of State in writing upon the resolution of a finding, and the Auditor's database will be updated upon receipt of the certification from the Attorney General.

The database required by ORC 9-24 will be accessible via the Auditor of State's web site, at [www.auditor.state.oh.us](http://www.auditor.state.oh.us). The web site will contain a search function, allowing anybody to search for a specific person by name to determine if that person has unresolved findings for recovery issued since January 1, 2001. If the person does have a finding for recovery, the web site will provide additional information about the person and the finding, as well as a link to the audit report in which the finding was issued.

If a public office is searching the database in order to comply with the provisions of ORC 9.24, the web site will allow the public office to perform a certification search. A certification search allows users to be more specific about the persons for whom they are searching and at the end of the process, if none of the search results match the person to whom the public office plans to award a contract, it can print off a certification page documenting this fact for audit purposes.

In addition to searches by name, the database will allow users to obtain a complete listing of all unresolved findings issued since 2001. The database will also contain, for informational purposes only, all persons against whom findings for recovery have been issued since January 1, 2001, even if those findings have been resolved. The database will allow users to easily distinguish between resolved and unresolved findings for recovery. Please note that only those persons who have unresolved findings for recovery are prohibited from entering into public contracts.

Responsibilities of a Public Office: ORC 9.24 (D) provides that before awarding a contract for goods, services or construction, which is paid for in whole or in part with state funds, a state agency or political subdivision is required to verify that the person does not appear in the database established by the Auditor of State.

As mentioned above, the Auditor of State and the Attorney General have agreed to a process that will keep the database as accurate and timely as possible. Nonetheless, it is still possible that a person may have resolved the finding, but the finding continues to be listed in the Auditor of State's database as unresolved. If this occurs, the public office should consult with its legal counsel about how to proceed.

Upon performing a certification search of the Auditor of State's database, if the person is not listed as having an unresolved finding for recovery, the public office may proceed with the contract. Again, when the database shows no unresolved findings for recovery for the person, the web site will offer users the option of printing out a certification page that can be maintained to demonstrate compliance with ORC 9.24 (E).

Responsibilities of a Person with an Unresolved Finding for Recovery: Any person who has an unresolved finding for recovery is prohibited from receiving a contract for goods, services, or construction, paid for in whole or in part with state funds. As described earlier in this bulletin, ORC 9.24 (B) provides the ways in which a finding for

recovery may be resolved. **A finding for recovery will not be removed from the Auditor of State's database until written notification of the resolution is received from the Attorney General. Consequently, any person who wishes to resolve a finding for recovery should contact the Attorney General's Office at (614) 644-1234.**

## **SAFETY**

Paragraph 6.20 of the General Conditions makes it clear that all safety precautions during the construction process are the responsibility of the CONTRACTOR.

- 6.20 The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
  - 6.20.1 All employees on the Work and other persons who may be affected thereby,
  - 6.20.2 All the Work and all the Materials or Equipment to be incorporated therein, whether in storage on or off the site, and
  - 6.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

He will comply with all applicable safety and building laws and codes of federal, state, municipal and other governmental bodies for the safety of persons or property or to protect them from damage, injury or loss. (He)(she) will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for their safety and protection, including posting danger signs and other warnings against hazards, promulgation safety regulations and notifying owners of adjacent utilities. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the CONTRACTOR will exercise the utmost care and will canyon such activities under the supervision of licensed specially qualified personnel. All damage, injury or loss to any such property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the CONTRACTOR.

Section 107.01 of the Construction and Materials Specifications requires among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety requirements of The Industrial Commission of Ohio relating to Construction" effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, part 1926."

The CONTRACTOR shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **PROTECTION OF LIVES AND HEALTH**

(SEE SUPPLEMENTAL GENERAL CONDITIONS.)

## **CONFLICT OF INTEREST**

(SEE SUPPLEMENTAL GENERAL CONDITIONS.)

**CONTRACT TERMINATION:** Termination of the Contract for convenience of the Department (City) as described in Section 108.09 of the 2016 DOT CMS is hereby incorporated into the specifications.

**MATERIALS MANAGEMENT PROCESS:** All materials not specifically listed below, must be supplied by certified ODOT suppliers. The Contractor will notify the Construction Project Engineer (CPE) and the Construction Monitor (CM) of the start date of the project, a minimum of three days before actual work begins.

- Aggregate, to be provided by a certified ODOT supplier.
- Asphalt Concrete production and testing will be performed according to ODOT Supplement 1056. Simply stated, all asphalt concrete specified in plans will be ODOT Item 448. All asphalt concrete supplied will be from ODOT approved Job Mix Formulas (JMF's). As part of ODOT's Quality Assurance procedures, ODOT will perform periodical plant testing and monitoring of asphalt concrete production. Forty- eight (48) hours before significant asphalt concrete production is to begin, the CPE shall notify the CM so that plant monitors are available and aware of the JMF to be used.
- Miscellaneous materials, such as guardrail, pipe, catch basins, manholes, signs, posts, lighting fixtures, etc. shall be provided by a certified ODOT supplier and field inspected for defects prior to incorporation into the project.
- Small quantities, with the written approval of the CPE, non-tested Portland cement concrete and asphalt concrete materials may be incorporated into the project, from ODOT certified suppliers provided the quantity is less than 50 cubic yards.

**ODOT 2016 LPA TEMPLATE INCORPORATION:** The required contract provisions for federal- aid construction contracts (contained in ODOT's 2016 LPA Template) in Section V are hereby incorporated. The following rules and regulations shall apply to all work to be done under this contract. If any provisions of these rules and regulations conflict with any other clauses of this contract, the ODOT 2016 LPA Template shall govern.

**CONTRACT TERMINATION:** Termination of the Contract for convenience of the Department (City) as described in Section 108.09 of the 2016 DOT CMS is hereby incorporated into the specifications.

**DISPUTE RESOLUTION:** This specification is the City's dispute resolution and administrative claim process based on the partnering approach to construction administration. The Contractor must follow this process in order to resolve disputes on the project.

The Contractor must exhaust this process prior to filing an action in the Ohio Court of Claims. These procedures do not compromise the Contractor's right to seek relief in the Ohio Court of Claims.

All parties in the dispute must follow the specified steps. Personnel involved in second or third tier reviews will not consider a dispute until it has been properly reviewed by the previous tier. The Contractor's personnel shall not contact City personnel involved in a second or third tier review until the dispute has been thoroughly reviewed by the previous tier.

Disputes will include disagreements, matters in question, and differences of opinion between City personnel and the Contractor.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes of subcontractors and suppliers against the Contractor will not be reviewed by the City. Disputes and claims by subcontractors and suppliers against the City but not supported by the Contractor will not be reviewed by the City.

Disputes and claims subject to review by the City include:

1. Interpretation of specifications, standard drawings, plans, the proposal, working drawings, change orders, and orders by City personnel having authority over the project.
2. Differing site conditions as defined in 104.02.B of the 2016 ODOT Construction and Material Specifications.

3. Cost and time incurred by:
  - a. Suspension of the work under 104.02.C.
  - b. Significant changes in scope of work under 104.02.D.
  - c. Utility interference with the work under 105.07.
  - d. Extra work ordered under 104.02.F and the policy on Change Orders.
  - e. Acts or inaction of the City or other government agencies.
4. Adequacy and construct ability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in 108.06 and the current Policy 27-012(P) Time Extensions and Waiver of Liquidated Damages.
6. Other subjects mutually agreed upon by the City and Contractor to be under the scope of the dispute resolution and claims process.

DISPUTE RESOLUTION:

Early Notice:

The Contractor, or subcontractor through the Contractor, shall give to the project engineer or supervisor (PE/PS), written notice of any circumstance or dispute on the project that may result in a claim. This early notice must be given by the end of the second working day following the occurrence of the circumstances or dispute. The PE/PS and Contractor or subcontractor shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records shall start when early notice is received by the PE/PS or when the project personnel are aware of the circumstance or dispute.

Continuation of Work:

The Contractor or subcontractor shall continue with all project work, including that which is in dispute. The City will continue payments for contract work.

STEP 1 of Dispute Resolution (Project Level):

The PE/PS will meet with the Contractor's superintendent within two (2) working-days of receipt of any early notice. They shall review all pertinent information and contract provisions and negotiate an equitable settlement according to the Contract Documents. If settlement is not achieved they must escalate the dispute to Step 2.

STEP 2 of Dispute Resolution (Administrative Level):

If the dispute is escalated to Step 2, the City Engineer or designee (other than the project personnel involved) shall meet with personnel from the Contractor's headquarters, and consider the dispute. This Step 2 meeting shall occur within ten (10) working days of the completion of Step 1. The Engineer and Contractor's personnel shall review the information on the dispute presented by the personnel involved in Step 1 and negotiate an equitable settlement according to the Contract Documents. If settlement is not achieved they must escalate the dispute to Step 3.

Step 3 of Dispute Resolution (Executive Level):

A three (3) person board designated by the City Mayor will review disputes that are escalated to Step 3.

To prepare for a Dispute Resolution review, the City Engineer will assign a dispute number, create a file on the dispute, and assign a person to review and manage the dispute. This manager will advise the City Mayor on the status of the dispute. The dispute number will consist of the City number, followed by a hyphen and then the project number, followed by a hyphen and the number of disputes on the project this dispute represents. (Example: 79-6-2003-1)

Dispute Documentation:

The Contractor shall submit documentation of the dispute to the City Mayor (4 copies) and City Engineer within twenty (20) working days of the completion of Step 2. Failure to meet this time frame or to request an extension necessary for the proper preparation of the documentation will terminate further review of the dispute and will act as a waiver of the Contractor's right to file a claim.

The dispute document shall be an original document that clearly and in detail gives the following information for each item of additional compensation and time extension requested:

- a) A narrative of the disputed work or project circumstances at issue with sufficient description and information to enable understanding by a third person who is not familiar with the project. This section must include the dates of the disputed work and the date of early notice.
- b) References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.
- c) The dollar amount of additional compensation and length of contract time extension being requested.
- d) The cost and schedule analysis and supporting documents that were the basis for the requested compensation and time extensions stated in c).
- e) Copies of relevant correspondence and other pertinent documents.

The dispute document shall be identified by City, project number, Contractor name, subcontractor, or supplier, if involved in the dispute, and dispute number. The Mayor will schedule a hearing on the dispute within fifteen (15) working days of receiving acceptable dispute documentation or as otherwise agreed to by the Dispute Resolution Board and the Contractor. The Contractor's position on the dispute will be presented by executive officers of the Contractor (maximum three). The City Engineer will present the reasons the dispute was not resolved. The Dispute Resolution Board will issue a written decision on the dispute, within fifteen (15) working days of the hearing.

**CHANGE ORDER REVIEW PROCESS:** Only work necessary to complete the project as originally intended may be added by change order.

All significant change orders must be approved by City of Columbiana and by ODOT's District Construction Administrator (DCE) prior to the contractor performing the work.

All change orders will be processed per item 109 of the ODOT Construction and Material Specifications.

## **SECTION III**

### **BID FORMS**

**BID FORMS**

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**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto CITY OF COLUMBIANA, OHIO, AND OHIO DEPARTMENT OF TRANSPORTATION as OWNER and obligee in the penal sum of the dollar amount of the BID submitted by the Principal to the OWNER on \_\_\_\_\_ to undertake the PROJECT known as

**COL - FIRESTONE PARK PHASE 2**

The penal sum referred to herein shall be the dollar amount of the Principal's BID to the OWNER, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the OWNER which are accepted by the OWNER. In no case shall the penal sum exceed the amount of 100 percent of the BID including any alternates which may be accepted. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026. The CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a BID in the amount of

---

NOW, THEREFORE, if the OWNER accepts the BID of the Principal and the Principal fails to enter into a proper Agreement in accordance with the BID, PLANS, DETAILS, SPECIFICATIONS, and bills of material, and in the event the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the amount specified in the BID and such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to perform the WORK covered by the BID; or in the event the OWNER does not award the Contract to the next lowest BIDDER and resubmits the PROJECT for bidding, the Principal pays to the OWNER the difference not to exceed 10 percent of the penalty here of between the amount specified in the BID, or the costs, in connection with the resubmission, of printing new CONTRACT DOCUMENTS, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the Principal and the Principal within 10 days after the awarding of the contract enters into a proper Agreement in accordance with the BID, PLANS, DETAILS, SPECIFICATIONS, and bills of material, which said Contract is made a part of this BOND the same as though set forth herein.

NOW ALSO, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of SUBCONTRACTORS, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Agreement or in or to the PLANS or SPECIFICATIONS therefore shall in any wise affect the obligations of said Surety on its BOND.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By Attorney-in-Fact

SURETY COMPANY ADDRESS:

SURETY AGENTS ADDRESS:

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

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the state where the PROJECT is located and shall furnish proof of such authorization in the BID.

**FEDERALLY REQUIRED EEO CERTIFICATION**

State of OHIO

County of COLUMBIANA

BID Identification COL – FIRESTONE PARK PHASE 2

CONTRACTOR \_\_\_\_\_, being first duly sworn, deposes and says that he **(has) (has not)** participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 and that he **(has)(has not)** filed with the Joint Reporting Committee, the Director or the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must circle the appropriate "has' or "has not" above.**

The Bidder hereby certifies that he

Signed:

\_\_\_\_\_

(Contractor)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_

(Notary Public)

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

Seal of Notary:



**BID**

Proposal of \_\_\_\_\_(hereinafter called  
“BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_ doing  
business as

\_\_\_\_\_

To the City of Columbiana, Ohio, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of COL – FIRESTONE PARK PHASE 2 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and fully complete the PROJECT BY \_\_\_\_\_, 2019. BIDDER further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as provided in Section 108.07 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

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

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

**COL - FIRESTONE PARK PHASE 2**  
**COLUMBIANA, OHIO**  
**BID PROPOSAL FORM**  
**Project Number 121990**

Line	Item	Item Description	Unit	Qty.	Unit Price	Bid Amount
1	201E11000	CLEARING AND GRUBBING	LS	1		
2	202E23000	PAVEMENT REMOVED	SY	1,017		
3	202E34900	PIPE REMOVED	FT	80		
4	202E58000	MANHOLE REMOVED	EA	1		
5	202E58100	CATCH BASIN REMOVED	EA	2		
6	204E10000	SUBGRADE COMPACTION	SY	3,303		
7	252E01500	FULL DEPTH PAVEMENT SAWING	FT	2,652		
8	304E20000	AGGREGATE BASE	CY	683		
9	407E20000	NON-TRACKING TACK COAT	GAL	139		
10	441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), 1.25" DEPTH (GRAVEL PARKING AREA)	CY	16		
11	441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), 1.25" DEPTH (GUTTER)	CY	42		
12	441E70200	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (449), 1.75" DEPTH (GRAVEL PARKING AREA)	CY	26		
13	441E70200	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (449), 1.75" DEPTH (GUTTER)	CY	71		
14	605E05200	4" UNCLASSIFIED PIPE UNDERDRAIN	FT	1,538		
15	608E10001	4" CONCRETE WALK, AS PER PLAN	SF	10,127		
16	608E52000	CURB RAMP	SF	228		
17	609E26000	CURB, TYPE 6	FT	1,538		
18	611E04400	12" CONDUIT, TYPE B	FT	270		
19	611E98370	CATCH BASIN, NO. 6	EA	2		
20	611E98450	CATCH BASIN, NO. 2-2A	EA	3		
21	611E99574	MANHOLE, NO. 3	EA	2		
22	614E11000	MAINTAINING TRAFFIC	LS	1		
23	619E16000	FIELD OFFICE, TYPE A	MNTH	4		
24	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1		
25	624E10000	MOBILIZATION	LS	1		
26	642E00620	CROSSWALK LINE, TYPE I	FT	120		
27	SPECIAL	FLUSH CURB	FT	3,366		
28	SPECIAL	8" CONCRETE PAD, AS PER PLAN	SF	269		
29	SPECIAL	12" DRAINS	EA	11		
30	SPECIAL	8" UNDERDRAIN WITH GEOTEXTILE FACRIC	FT	2,373		
31	SPECIAL	8" - GRATED CLEANOUTS	EA	31		
32	SPECIAL	RESTORED BRICK GUTTER	SY	679		
32	SPECIAL	EROSION CONTROL	LS	1		
<b>TOTAL BASE BID</b>						

Date of Completion: \_\_\_\_\_, 2026

The "TOTAL AMOUNT OF THE BASE BID", based in the "Approximate Unit Quantities" given below times the unit prices specified by the bidder amounts to the sum of:

\_\_\_\_\_ and \_\_\_\_\_ 100 Dollars \$ \_\_\_\_\_ In Ink

To the City of Columbiana: The undersigned, having full knowledge of the site, plans and specifications for the above improvements and the conditions of this project, 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 above for each item as full compensation for the work in this proposal.

Company's Name: \_\_\_\_\_  
(Please Print)

## Work Type Codes and Descriptions

1. Clearing and Grubbing
2. Road Excavation & Embankment Construction
3. Incidental Grading
4. Soil Stabilization
5. Temporary Soil Erosion & Sediment Control
6. Aggregate Bases
7. Apply Bituminous Treatments
8. Concrete Texturing
9. Sawing
10. Reinforcing Steel
11. Expansion & Contraction Joints, Joint Sealers, Bearing Devices
12. Drainage (Culverts, Misc.)
13. Misc. Concrete
14. Maintenance of Traffic
15. Pavement Markings
16. Landscaping
17. Mowing
18. Trucking
19. Sealing of Concrete Surfaces with Epoxy or Non-epoxy Sealers

## **WORK TYPE DEFINITIONS**

---

**1. Clearing and Grubbing**

This work type includes removal of brush, trees, stumps and other protruding obstructions. It also includes scalping materials from the surface of the ground.

**2. Roadway Excavation and Embankment Construction**

This work type includes the excavation of materials of any nature for roadways or channels; disposal of unsuitable and surplus materials; construction of embankments; preparation of subgrade; finishing surfaces to proper lines and grades. Excavation for this work type is limited to less than 750,000 c.y. (573,416 cubic meters) per project.

**3. Incidental Grading**

This work type includes all grading and related work of a minor nature (usually less than 10,000 c.y. (7646 cubic meters) of the total of excavation and embankment). It also includes all grading work paid for on a linear basis, the reconditioning of shoulders and the placement of shoulder aggregate.

**4. Soil Stabilization**

This work type includes increasing soil strengths or altering soil characteristics by adding various admixtures and agents (cementing agents, binding agents, lime, etc.) to the soil. It also includes stabilization by mechanical methods including improving gradation and consolidation.

**5. Temporary Soil Erosion & Sediment Control**

This work type includes the installation/ maintenance and removal of various items for the temporary control of soil erosion, siltation and water pollution during construction.

**6. Aggregate Bases**

This work type includes the placing and compacting of one or more uniform courses of aggregate.

**7. Apply Bituminous Treatments**

This work type includes the preparation and treatment of a surface with liquid bituminous material and aggregate.

**8. Concrete Texturing**

This work type includes the restoring or creating of longitudinal or transverse striations by mechanical means.

**9. Sawing**

This work type includes sawing portland cement concrete or asphalt concrete as required.

**10. Reinforcing Steel**

This work type includes placing reinforcing steel and steel dowels.

## **WORK TYPE DEFINITIONS**

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**11. Expansion & Contraction Joints, Joint Sealers, Bearing Devices**

This work type includes the installation of expansion and contraction joints, elastomeric compression seals for bridge deck joints (either armored with or composed of structural steel), vertical and horizontal extension of structural expansion joints, joint sealers or bearing devices.

**12. Drainage (culverts, misc.)**

This work type includes the construction of storm drains and culverts, sanitary sewers, water lines, underdrains, edge drains, aggregate drains and all related items. It also includes construction of slope and channel protection.

**13. Misc. Concrete**

This work type includes the construction of retaining walls less than 8' in height/curbs/sidewalks/driveways/median barriers/slope and channel protection/portland cement concrete pavement and base in quantities less than 11500 square yards per paving location and other incidental concrete items.

**14. Maintenance of Traffic**

This work type includes the installation/ maintenance and subsequent removal of all temporary traffic control items such as signs<sup>1</sup> barricades/ signals/ lighting/ surface maintenance materials/ raised pavement markers/ pavement markings<sup>1</sup> portable barriers/ etc. for the maintenance of traffic through construction areas.

**15. Pavement Markings**

This work type includes the pavement preparation and uniform application of retroreflective pavement markings.

**16. Landscaping**

This work type includes establishment of vegetative cover, permanent erosion control, plantings/and other related landscaping work.

**17. Mowing**

This work type includes controlling vegetative growth by cutting and trimming by mechanical means.

**18. Trucking**

This work type includes hauling materials, to, from and within construction projects.

**19. Sealing of Concrete Surfaces with Epoxy or Non-epoxy Sealers**

This work type includes the surface preparation and sealing of concrete surfaces.

**SECTION IV**

**CONTRACT FORMS**

**CONTRACT FORMS**  
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**CERTIFICATION**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed:

\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Seal of Notary

**NONCOLLUSION AFFIDAVIT**

State of                     OHIO                    

County           COLUMBIANA          

BID Identification                     COL – FIRESTONE PARK PHASE 2                    

CONTRACTOR: \_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted (his)(her) BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in (his)(her) general business.

Signed:

\_\_\_\_\_  
CONTRACTOR

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
NOTARY PUBLIC

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

Seal of Notary:

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

State of. OHIO

County of COLUMBIANA

BID Identification COL-FIRESTONE PARK PHASE 2

CONTRACTOR \_\_\_\_\_, being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID, hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the Bid was submitted, my company (was)(was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Columbiana County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Columbiana County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax                      \$ \_\_\_\_\_

Penalties    \$ \_\_\_\_\_

Interest    \$ \_\_\_\_\_

Signed: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

Seal of Notary:

**FINDING FOR RECOVERY**

State of           OHIO          

County of           COLUMBIANA          

BID Identification           COL – FIRESTONE PARK PHASE 2          

CONTRACTOR \_\_\_\_\_, being first  
duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner,  
president, secretary, etc.) of \_\_\_\_\_, the party making the  
foregoing BID, hereby affirms under oath, pursuant to Section 9.24 of the Ohio Revised Code, that at the  
time the Bid was submitted, my company (was)(was not) charged with a Finding for Recovery issued by  
the Auditor of the State of Ohio.

Signed: \_\_\_\_\_  
Contractor

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

Seal of Notary:

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between \_\_\_\_\_ City of Columbiana, Ohio \_\_\_\_\_, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

### COL- FIRESTONE PARK PHASE 2

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same by \_\_\_\_\_, 2026 days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) Instructions to BIDDERS
- (D) BID
- (E) BID BOND
- (F) AGREEMENT
- (G) GENERAL CONDITIONS
- (H) SUPPLEMENTAL GENERAL CONDITIONS
- (I) PAYMENT BOND
- (J) PERFORMANCE BOND

- (K) NOTICE OF AWARD
- (L) NOTICE TO PROCEED
- (M) CHANGE ORDER
- (N) ODOT's 2016 LPA Template Required Contract Provisions
- (O) DRAWINGS prepared by Herbert, Rowland & Grubic, Inc.  
 Numbered 1 through 12, and dated \_\_\_\_\_, 2026. (N)  
 SPECIFICATIONS prepared or issued by Herbert, Rowland & Grubic, Inc.

dated February, 2026.

(P) ADDENDA:

- No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3 ) each of which shall be deemed an original on the date first above written.  
Number of Copies

OWNER:

\_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(please type or print)

Title \_\_\_\_\_  
(please type or print)

(SEAL)

OWNER:

\_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(please type or print)

Title \_\_\_\_\_  
(please type or print)

(SEAL)

ATTEST:

\_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(please type or print)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(please type or print)

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_  
(signature)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
(signature)

Name \_\_\_\_\_

Title \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

The City of Columbiana, Ohio, and the Ohio Department of Transportation  
(Name of Owner)

28 West Friend Street, Columbiana, OH 44431  
(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a copy of which is hereto attached and made a part hereof for the construction of:

COL – FIRESTONE PARK PHASE 2

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims an demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

<p>_____ Principal</p> <p>(SEAL)</p> <p>_____ Witness as to Principal</p> <p>_____ Address</p> <p>_____ Witness as to Surety</p> <p>_____ Address</p>	<p>_____ Principal</p> <p>BY _____(s)</p> <p>_____ Address</p> <p>_____ Surety</p> <p>BY _____ Attorney-in-Fact</p> <p>_____ Address</p>
---	--

NOTE: Date of BOND must not be prior to date of CONTRACT.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

The City of Columbiana, Ohio, and the Ohio Department of Transportation  
(Name of Owner)

28 West Friend Street, Columbiana, OH 4408  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$ (\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

COL – FIRESTONE PARK PHASE 2

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with construction of such WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension

of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Principal Secretary  
\_\_\_\_\_  
Principal

(SEAL)

BY \_\_\_\_\_(s)

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
Address

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

ATTEST:

BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of CONTRACT.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Authorization of the Surety Agent to execute the bond and financial statement shall be attached to each copy of the Surety Bond.

If the Bonding Company is a foreign corporation, proper certificate authorizing it to do business in the State of Ohio shall also be attached to each copy of the Surety Bond.

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_ '20\_, before me personally came and appeared \_\_\_\_\_  
\_\_\_\_\_ to me known, who, being by me duly sworn,  
did depose and say that (he)(she) resides at \_\_\_\_\_

\_\_\_\_\_ that (he)(she) is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the corporation described in  
and which executed the foregoing instrument; that (he)(she) knows the seal of said corporation; that  
one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed  
by order of the directors of said corporation, and that (he)(she) signed (his)(her) name thereto by like  
order.

\_\_\_\_\_  
(Notary Public)

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

(SEAL)

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ ) §:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came and  
appeared \_\_\_\_\_ to me known and known to me to be  
one of the members of the firm of \_\_\_\_\_



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

(SEAL)

**APPROVAL OF A LEGAL OFFICER**

I, the undersigned \_\_\_\_\_ the duly authorized and acting legal representative of the City of Columbiana, Ohio, do hereby certify as follows:

I have examined the foregoing documents covering the performance of the Project which include the Advertisement, Instructions to Bidders, Proposal as to Form, Executed Contract, Performance Bonds, Payment Bonds and Surety Bonds, Bidder's Affidavits, Contractor's Bid Letter, Proposal Form, Original Policies for owner's protection both bodily injury and property damage and certificates of additional insurance as may be required, Acknowledgement of Bidders, Payment Bonds, Non-Collusion Affidavits and all other instruments that are a component part of the Proposal and contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

\_\_\_\_\_  
(Signature)

**Director of Finance**

\_\_\_\_\_  
(Title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**FISCAL OFFICER**

!, \_\_\_\_\_, hereby certify that I am the qualified and acting fiscal officer of the City of Columbiana, Ohio, that the amount of money to wit, \$ \_\_\_\_\_ required to meet the cost of the attached Agreement between:

\_\_\_\_\_  
City of Columbiana, Ohio  
(Owner)

and \_\_\_\_\_  
(Contractor)

has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: COL – FIRESTONE PARK PHASE 2

The OWNER has considered the BID submitted by you the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20 \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Project: COL-FIRESTONE PARK PHASE 2

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated

\_\_\_\_\_, 20 \_\_\_\_\_, on or before \_\_\_\_\_, 20 \_\_\_\_\_

and you are to complete the WORK within "90" consecutive calendar days thereafter. The date

of completion of all WORK is therefore \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**COMPLETION AFFADAVIT**

STATE OF OHIO )  
 ) §:  
COUNTY OF COLUMBIANA )

\_\_\_\_\_ being first duly sworn, deposed and says that (he)(she) is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ the Party that entered into a contract with the City of Columbiana on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the COL-FIRESTONE PARK PHASE 2 project and that all claims and obligations for services, labor, payroll records, tools, appliances, materials, equipment, and damages to personal property and/or bodily injury arising in connection with this contract have been satisfactorily settled.

Signed \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

(Seal)

**CHANGE ORDER**

Order No. \_\_\_\_\_

Dffie: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

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

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: (Attach details)

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased, decreased)

by \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME: The CONTRACT TIME will be (increased, decreased)

by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Approvals Required: To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

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

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

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

Federal Agency Approval: \_\_\_\_\_

**AFFIDAVIT OF CONTRACTOR  
OR SUB-CONTRACTOR  
PREVAILING WAGES**

I \_\_\_\_\_  
(Name of person signing affidavit) (Title)

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

\_\_\_\_\_  
COL – FIRESTONE PARK PHASE 2, Columbiana, Ohio  
(Project and Location)

during the following period from \_\_\_\_\_ to \_\_\_\_\_

is in accordance with the prevailing wage prescribed by the contract document.

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

\_\_\_\_\_  
(Signature of Officer or Agent)

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

\_\_\_\_\_  
(Notary Public)

This affidavit must be executed and sworn to by the office or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

WAIVER OF LEIN

TO WHOM IT MAY CONCERN:

Whereas, the undersigned, \_\_\_\_\_, has furnished

\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ for the project known as \_\_\_\_\_

\_\_\_\_\_ No, therefore, \_\_\_\_\_ for and in consideration  
Of the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars,

The receipt of which is hereby acknowledged, , and being requested to give a partial waiver to the extent of this payment only, does hereby waive and release to the extent of this payment only any and all lien or claim of or right to lien on the above described premises and the improvements thereon under the statutes of the State of \_\_\_\_\_ relating to mechanics' liens, on account of labor or materials, or both, furnished by \_\_\_\_\_ to or on account of \_\_\_\_\_ for the above described project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Title:

**SECTION V**

**ODOT LPA TEMPLATE**

ODOT Local-let Federal Bid Doc Template  
**ODOT’s LPA Template (ODOT Specification Book and LPA Specification Book)**  
**Required Contract Provisions**

## 1 ODOT’S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

ODOT’s Construction and Material Specifications (C&MS) and its supplements are fully incorporated by reference, as if they were rewritten here. This incorporation does not affect the order of precedence outlined in Section 105.04 of the C&MS Manual.

When bidding on this project, the Prime Contractor should replace the terms “the department,” “the engineer,” “the DCE,” and “the DCA” with “the Local Public Agency (LPA).” Additionally, this document does not change the LPA’s duty to comply with the Ohio Revised Code (O.R.C.), local ordinances, and/or other applicable requirements.

## 2 PN (PROPOSAL NOTE) 100 FOR LPA PROJECTS

LPAs have the option to incorporate PN 100 into their contracts to include specific preferences.

### **PN 100 Inclusion Options (Check One):**

- **PN 100 is included in the contract**
- **PN 100 is not included in the contract**

If PN 100 is included, it must be edited and added to the contract.

## 3 PN 133 – 07/18/2025 – PRODUCTS PRODUCED IN THE UNITED STATES

The requirements of this note replace the domestic material requirements in 106.09 of the C&MS.

Furnish products that are produced in the United States according to the applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA) Pub. L. 117-58, §§ 70901-27, and 23 CFR 635.410.

**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 as it relates to steel or iron products begins with the initial melting and mixing and continues through the bending and coating stages.

“Manufactured products” means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All manufactured products used in the project must be manufactured in the United States (“final assembly requirement”) and have greater than 55 percent of the manufactured product’s components,

by cost, be mined, produced, or manufactured in the United States (“55 percent requirement”). “Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is predominately iron, steel or a combination of both it must meet the above requirements for steel or iron products. Predominately iron or steel or a combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Manufactured products on projects that receive Federal authorization on or after October 1, 2025 must meet the final assembly requirement. Manufactured products on projects that receive Federal authorization on or after October 1, 2026 must meet the final assembly requirement and the 55 percent requirement.

All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Construction materials brought on site and combined with other materials are not considered manufactured products.

Precast concrete products that are classified as manufactured products must have their predominantly iron or steel components meet the above requirements for iron and steel. The cabinets or other enclosures of intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way and classified as manufactured products must comply with the above requirements for iron and steel if the cabinet or enclosure is predominately iron or steel.

**B. Exceptions.** The Director may grant specific written permission to use non-domestic steel or iron products in any type of construction in accordance with 23 CFR 635.410(b)(4). The Director may grant such exceptions under the following condition:

- 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.

The Director may grant specific written permission to use non-domestic construction materials or manufactured products in any type of construction in accordance with 2 CFR Part 184. The Director may grant such exceptions under the following conditions:

- The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
  - applicable costs are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement
  - the actual cost of the materials, not the anticipated cost of those materials.
- The total amount of the federal financial applied to the project, through awards or subawards, is below \$500,000;

The Prime Contractor may request an exception on forms provided by the Department.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**C. Proof of Domestic Origin.** Furnish certification to the engineer showing the domestic origin of all products covered by this section before they are incorporated into the work. The Daily Source Report form itself is not acceptable certification of domestic origin. Acceptable documentation could be a specification sheet or cut sheet with the country of origin identified on the sheet. Non-domestic product(s) incorporated into the work does not relieve the Prime Contractor of any responsibility to correct the work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

## 4 PREQUALIFICATION

Only ODOT-prequalified contractors are eligible to submit bids for this project. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. **The Prime Contractor must perform no less than 30 percent of the total original contract price.**

## 5 FEDERALLY REQUIRED EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION FORM

The bidder hereby certifies that he or she **has ...., has not ....**, participated in a previous contract or subcontract subject to the equal opportunity clause, and that he or she **has ...., has not ....**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal

Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity ("EEO"), all reports due under the applicable filing requirements. **The bidder must circle the appropriate "has" or "has not" above.**

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

The 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 subcontracts which are subject to the equal opportunity clause (41 CFR 60-1.4). Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5.

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

Proposed Prime Contractors and subcontractors who have participated in a previous contract or subcontract 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 (FHWA) or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

1. Has there been an initial decision in the matter? This can be:
  - a. An existing published wage determination
  - b. A survey underlying a wage determination
  - c. A Wage and Hour Division letter setting forth a position on a wage determination matter
  - d. 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, the process described in Subsections 2. and 3. should be followed.

Regarding any other matter not yet ready for the formal process described within this section, initial contact should be made with the Branch of Construction Wage Determinations by writing to:

Branch of Construction Wage Determinations  
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 Subsection 1. is yes, an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR 1.8 and 29 CFR Part 7) by writing 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 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) by writing 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.

## 8 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 at <https://sam.gov/wage-determinations>.

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 USDOL Regulations, 29 CFR 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 Prime 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 C&MS. The Prime Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by ODOT and USDOL, upon request, anytime during the life of the contract, and for three years thereafter by USDOL.

Additionally, the Prime 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 Prime 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 Prime Contractor and subcontractors shall submit certified payrolls each week beginning three weeks after the start of work. 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.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

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

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

## 9 LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

- A. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief that:
  - i. 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.
  - ii. 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.

- B. 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 31 U.S.C. 1352. 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.
- C. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

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

In accordance with 23 U.S.C. 112 and O.R.C. 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/she or his/her 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 also constitute signature of this Non-Collusion Affidavit as permitted by 28 U.S.C. 1746.

### REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard 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 USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Knowledge of possible bid rigging, bidder collusion, or other fraudulent activities can also be reported via e-mail ([hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)) or through their website [Report Fraud Hotline | DOT OIG](#)

## 11 DRUG FREE SAFETY PROGRAM

During the life of this project, the Prime Contractor, and all its subcontractors that provide labor on the project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in the OBWC DFSP or a comparable program approved by the OBWC, ODOT requires each Prime Contractor and subcontractor that provides labor, to

subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Prime Contractors and subcontractors. Upon request, the Prime Contractor and subcontractor shall provide evidence of required testing to ODOT.

Each subcontractor shall require all lower-tier subcontractors that provide labor on the project site with whom the subcontractor is in contract with for the work to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to a lower-tier subcontractor providing labor at the site.

ODOT will declare a bid non-responsive and ineligible for award if the Prime Contractor is not enrolled and in good standing in the OBWC DFSP Discount Program or a similar program approved by OBWC within 8 days of the bid opening. Furthermore, ODOT will deny all requests to sublet when the subcontractor does not comply with the provisions of this section.

Failure of the Prime Contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to the time that the subcontractor provides labor at the site, shall result in the Prime Contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that Prime Contractor, or the subcontractor who was not enrolled in a program, for future contracts with the state for five years after the date of the breach.

## **12 OHIO WORKERS' COMPENSATION COVERAGE**

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

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

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

## **13 PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY**

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

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

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

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

## **15 PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS**

The above-referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine is made or levied against ODOT and/or the LPA, the Prime Contractor shall reimburse ODOT and/or the LPA within 30 calendar days of the notice of assessment or fine, or ODOT may withhold the amount of the fine from the Prime Contractor's next pay estimate. All money collected or withheld from the Prime Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against ODOT due to the Prime Contractor's refusal or failure to comply with the permits.

## **16 PN 008 – 11/7/2025 – SMALL BUSINESS ENTERPRISE (SBE) TRUCKING; SBE SUPPLIERS**

### **COUNTING SBE TRUCKING TOWARDS SBE CONTRACT GOALS**

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

Bidder/Awarded Contractor becomes aware (or is made aware) the SBE trucking firm is subcontracting out duties, PN 015, PN 031, & PN 032 still apply. The SBE trucking firm must follow PN 061 for work on site above de minimus. All Proposal Notes are the Apparent Low Bidder/Awarded Contractor's ultimate responsibility on the project. 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, an SBE trucking firm on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the SBE trucking firm is not performing a CUF or that the trucking services provided by the SBE trucking firm are not countable to the extent previously believed.

An SBE trucking firm performs a CUF *only when*:

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The SBE 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 SBE contract goal. The extent of the SBE 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 SBE trucking firm or an SBE trucking firm and a 2<sup>nd</sup> tier subcontractor is not in and of itself an indicator that the SBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of SBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When an SBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the SBE 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-SBE 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 SBE trucking firm's lease indicates that the SBE 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 SBE trucking firm's consent, as long as the lease gives the SBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the SBE trucking firm's name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.
- PN 015 has been followed

## **SBE TRUCKING DISCLOSURE AFFIDAVITS**

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

The LPA will monitor trucking with the following requirements for all Local-let projects:

1. The LPA will require Prime Contractors to provide it with a master list of trucks for all anticipated 1<sup>st</sup> and 2<sup>nd</sup> Tier SBE trucking firms at the time of the pre-construction meeting. Prime Contractors must use the LPA Project DBE/SBE Trucking Information form for this purpose, which is available at [7 Construction Contract Administration | Ohio Department of Transportation](#).

Note: If SBE trucking/hauling does occur, the Prime Contractor must notify the LPA within 24 hours of the SBE trucking activity. The Prime Contractor will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.

2. The LPA will require Prime Contractors to complete the Affidavit disclosing the SBE trucking operations during the previous month when completing the Prompt Payment Spreadsheet in GoFormz. The Prime Contractor will complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form:

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

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

- No trucking was performed.

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

3. The LPA will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet. The LPA will follow up on any red flags, for example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.

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

1. Obtain a MyODOT account at <https://myodot.dot.state.oh.us/>
2. Send an email to [GoFormz.Help@dot.ohio.gov](mailto:GoFormz.Help@dot.ohio.gov) with *Create GoFormz Account* in the subject line.
3. GoFormz account information will be emailed back.

4. Access GoFormz at <https://www.goformz.com/>  
Additional guidance can be found in the [GoFormz LPA/Prime Contractor Contract Compliance End User Guide](#) (Word).

## **SANCTIONS AND ADMINISTRATIVE REMEDIES**

Failure by the Prime Contractor to follow the Affidavit requirements may result in the imposition of sanctions as follows:

- 1st Level Occurrence: The LPA will issue a Letter of Reprimand to the contractor if:
  - there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely; or
  - the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes 1<sup>st</sup> or 2<sup>nd</sup> tier SBE trucking and does not notify the LPA within 24 hours of the activity.
- 2nd Level Occurrence: The LPA may withhold an estimate in the amount due to the SBE trucking firm(s) that the Affidavit was not submitted for if:
  - there is a failure to submit the Affidavit and/or the Affidavit is not submitted timely; or
  - the Prime Contractor completes the No Anticipated SBE Trucking Affidavit, utilizes SBE trucking and does not notify the LPA within 24 hours of the activity.
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit persists or the Prime Contractor has falsified, misrepresented or withheld information, the LPA and/or 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 Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA and/or ODOT in the previous three (3) years.

## **COUNTING MATERIALS AND SUPPLIES PURCHASES FROM SBE SUPPLIERS**

The Bidder/Awarded Contractor may meet a Small Business Enterprise (SBE) contract goal using SBE suppliers. The dollar amount of materials purchased from an SBE supplier will not be fully countable towards the SBE contract goal unless the SBE supplier manufactures the materials. When the SBE supplier does not manufacture the materials, the percentage that is countable towards the SBE contract goal will be either 60 percent or 40 percent if the SBE supplier meets certain conditions, or else only the SBE supplier's reasonable fees or commissions will be countable. When including an SBE supplier on its SBE Utilization Plan and Affirmations, the Apparent Low Bidder/Awarded Contractor must specify both

the transaction amount and the participation amount (*i.e.*, the portion of the transaction amount of which it is aware will count towards the SBE contract goal).

The Apparent Low Bidder/Awarded Contractor is responsible for performing any GFEs that may be necessary if it includes, in good faith, an SBE supplier on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware, or is made aware, that the materials purchased from the SBE supplier are not countable to the extent previously believed.

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from SBE suppliers 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 SBE Affirmation Form at [Affirmation Form | Ohio Department of Transportation](#).

### **SBE SUPPLIER COUNTING SCENARIOS**

- The purchase price of materials obtained from an SBE supplier may be **fully countable** only if the SBE supplier:
  - Manufactures the materials, as indicated by the information provided by the SBE supplier, subject to verification by the Department. A manufacturer SBE supplier is a firm that owns, or leases, and operates a factory or establishment that produces on site the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When an SBE makes minor modifications to the materials, supplies, articles, or equipment, the SBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product; and
  - Is identified by ODOT as having the demonstrated capacity to manufacture the materials.
- The purchase price (including transportation costs) of materials obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
  - Does not manufacture the item(s);
  - Owns, or leases, and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the SBE supplier, subject to verification by the Department. (See below for an exception for materials that are considered bulk materials.);
  - Is an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the materials;
  - Is identified by ODOT as, over a reasonable period, keeping sufficient quantities and regularly selling the materials;

- Provides all the materials from inventory **or** provides at least 51 percent of the materials from inventory, with the remainder being of the general character as those provided from inventory; and
- Does not drop-ship the materials.

Note: If a material is not typically stocked due to its unique characteristics (*e.g.*, limited shelf life) or because it must be ordered to specification, it is treated as a bulk item. The inventory requirement does not apply, but the SBE supplier must deliver the materials using its owned-and-operated distribution equipment. *See below.*

- The purchase price (including transportation costs) of materials and supplies that are considered bulk materials (petroleum products, steel, concrete or concrete products, gravel, stone, asphalt, and others that ODOT may consider to be bulk materials, plus materials that are not typically stocked due to their unique characteristics (*e.g.*, limited shelf life) or because the material must be ordered to specification) and are obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
  - Delivers the materials using distribution equipment that it both owns (or for which it has a long-term (one (1) year or more) lease) and operates with its regular (not ad hoc) employees, as indicated by the information provided by the SBE supplier (subject to verification by the LPA);
  - Is an established business that engages, as its principal business and under its own name, in the purchase and sale of the materials;
  - Is identified by the LPA as owning/leasing and operating distribution equipment that is suitable for the materials; and
  - Does not drop-ship the materials.
- The purchase price (including transportation costs) of materials and supplies that are obtained from a distributor SBE supplier that neither maintains sufficient inventory nor uses its own distribution equipment may be **countable at 40%** only if the distributor SBE supplier:
  - Is an established business that engages in the regular sale or lease of the materials;
  - Takes ownership of the materials from the point of origin to the destination;
  - Ships the materials using a third-party carrier unaffiliated with the originator (*i.e.*, the materials' manufacturer or wholesaler); and
  - Assumes responsibility (*i.e.*, all risk for loss or damage) for the materials once those materials leave the point of origin, making it liable for any and all loss or damage during transportation not covered by the carrier's insurance.
- The purchase price of materials and supplies obtained from an SBE supplier but not in accordance with any of the above scenarios is **not countable**, but the fees or commissions charged by the SBE supplier are countable if ODOT deems such fees to be reasonable and if the SBE supplier convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor

benefits by transacting business with it rather than directly with the non-SBE vendor from which the SBE supplier is re-selling.

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

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### **Definition of *days***

Unless otherwise noted, *days* means calendar days, but in computing any period of time described in this proposal note, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal or state holiday, the period extends to the next day that is not a Saturday, Sunday, or federal or state holiday.

See <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays> for a list of federal holidays. State holidays are those designated in O.R.C. 124.19(A), <https://codes.ohio.gov/ohio-revised-code/section-124.19>, with modifications as designated in the first two sentences of O.R.C. 124.18(B)(4), <https://codes.ohio.gov/ohio-revised-code/section-124.18>. State holidays are generally the same as federal holidays.

### **SBE Utilization Plan, SBE Affirmation Forms, and SBE Good Faith Efforts documentation**

Within 2 hours following the bid opening, each bidder submits a basic SBE Utilization Plan, which is the list of SBEs, and dollar amounts put forth by the bidder to meet the SBE contract goal. Each bidder must be prepared so that if they are identified as the Apparent Low Bidder (ALB), they will be ready to submit SBE Affirmation Forms and/or GFE documentation with much more detail than the SBE Utilization Plan shows. GFE documentation consists of all efforts undertaken by the bidder to meet the SBE contract goal. ODOT strongly suggests each bidder document all pre-award GFEs on the template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>, since the successful bidder must submit GFEs if the SBE contract goal is not met.

### **SBE Utilization Plan**

All Bidders shall submit an SBE Utilization Plan within 2 hours following the bid opening, setting forth specific information demonstrating how the bidder will achieve the SBE contract goal. By submitting an SBE Utilization Plan, the Bidder is affirming they will be using the SBE firms identified in the Utilization Plan to meet the SBE contract goal.

The SBE Utilization Plan **must be submitted by the bidder within 2 hours following the bid opening to: [https://odot.formstack.com/forms/sbeplan\\_local](https://odot.formstack.com/forms/sbeplan_local)**. Unless the bidder is a certified SBE firm, **any bids received without electronic submission of the SBE Utilization Plan after 2 hours following bid opening will be deemed unresponsive.**

The SBE Utilization Plan shall include the following information:

- 1) The names of the certified SBE firm(s) that will be used to meet the SBE contract goal;

- 2) The activity (subcontractor, regular dealer, distributor, manufacturer, consultant, trucking, etc.) that each SBE will perform; and
- 3) The dollar amount of the participation of each SBE firm used to meet the SBE contract goal. *(Note: The participation amount will be less than the dollar amount that must be paid to the SBE if the SBE is acting as a regular dealer, distributor, or broker (see Proposal Note 008) and/or the SBE elects not to perform all activities with its own forces. Ultimately, to be compliant with PN 014, the Awarded Contractor must pay the SBE not less than the transaction amount for the performance of the specific activities described on the SBE Affirmation Form. (See SBE Affirmation section for more details on SBE Affirmation Forms.)*

**Bidders cannot modify their SBE Utilization Plans between submission and contract award except at ODOT's discretion.**

For supplier SBEs, the bidder must have received the supplier SBE's Material Supply Form to understand the expected SBE participation credit they will receive based on whether the SBE is acting as a manufacturer, regular dealer, distributor, or broker for each type of material to be supplied (see Proposal Note 008).

**Projects Awarded on Alternates**

In the event the project will be awarded on alternates that increase or decrease the total dollar amount of the bid, a revision to the SBE Utilization Plan and SBE Affirmation Form(s) shall be submitted to and approved by the Office of Contractor Compliance within five (5) days after the notification of the alternates.

**SBE Affirmations Prior to Award**

The Apparent Low Bidder shall ensure **all** SBE firms listed on the SBE Utilization Plan affirm their participation in the bid within five (5) days after the bid opening to ODOT. However, **ODOT strongly recommends that the ALB submit SBE Affirmation Forms as soon as possible** rather than waiting until the 5th day after the bid opening. For each SBE, the dollar amount shown on the SBE Affirmation Form must be equal to (or greater than) the dollar amount shown on the Apparent Low Bidder's SBE Utilization Plan. SBE Affirmation Forms cannot be modified beyond the 5th day after the bid opening except to correct errors, omissions, etc., that are deemed by ODOT to be immaterial and that do not reduce the participation amount, or in response to an award on alternates (see above).

For each SBE listed on the SBE Utilization Plan, the Apparent Low Bidder and SBE must complete the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from each listed SBE firm that is participating in the contract for the dollar amount of activities listed in the Bidder's SBE Utilization Plan. The description of each SBE's activity must be sufficiently detailed to allow ODOT to understand the firm's scope of work. Each SBE listed to perform as a regular dealer or distributor must have completed the Material Supply Form relevant to demonstrating the SBE's capacity and intent and must affirm that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such

participation. The SBE's responses must be included on the SBE Affirmation Form. The Apparent Low Bidder shall submit a separate SBE Affirmation Form for each SBE it is utilizing for the SBE contract goal, as well as its GFEs package (see Good Faith Efforts) if it was not able to attain the SBE contract goal via SBE participation.

All other Bidders shall submit SBE Affirmation Forms if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) days from the date of notification to submit all required SBE Affirmation Forms to ODOT. Notification will be sent via email.

#### **Determination of SBE Contract Goal Participation**

ODOT will adjust SBE Affirmation Form amounts downward if needed because:

- An SBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor; or
- An SBE will not be self-performing all the activities listed on the form; or
- Other information that indicates the amount on the form was miscalculated or incorrect.

**The adjusted SBE Affirmation Form amounts will be used to determine if the SBE contract goal was met. This means that the ALB may not have met the SBE contract goal even if the SBE Utilization Plan shows the contract goal was met. If the SBE contract goal is not met and the ALB does not submit Good Faith Efforts documentation by the 5th day after the bid opening, the bid will be considered non-responsive. ODOT strongly recommends the ALB submit SBE Affirmation Forms as soon as possible rather than waiting until the 5th day after the bid opening.**

#### **Non-Responsiveness**

See the Sanctions and Administrative Remedies section.

#### **If an SBE Cannot Be Reached**

In the event an SBE firm fails to confirm the information contained in the SBE Affirmation Form within five (5) days of bid opening, the Apparent Low Bidder shall submit a Request for Consent to Terminate/Reduce an SBE Commitment, as set forth herein. The Request for Consent to Terminate/Reduce an SBE Commitment form shall be submitted within five (5) 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 SBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the SBE firm and shall attach proof of these efforts. If the Apparent Low Bidder intends to replace the SBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm an SBE firm included in its original SBE Utilization Plan at bid submission and it results in a contract goal shortfall, GFEs must be submitted by the fifth 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 SBE participation on the project to meet the SBE contract goal although the Bidder was unable to do so. An SBE firm's failure to timely confirm information contained in the SBE Affirmation Form will be considered as good cause to terminate the SBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the contract goal.

### **SBE Bidders**

If the Bidder is a certified SBE firm, the Bidder is not required to complete an SBE Utilization Plan as set forth above and would not need to submit an SBE Affirmation Form for the work it is planning to self-perform in order to meet the contract goal.

### **Joint Ventures**

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

### **Good Faith Efforts (GFEs)**

If the SBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate GFEs to meet the contract goal, even though it did not succeed in obtaining enough SBE participation to do so.

If the Apparent Low Bidder does not meet the contract goal at bid time, the Apparent Low Bidder shall submit its GFE documentation no later than five (5) days after the bid opening. Submission of SBE affirmation(s) with additional participation sufficient to meet the SBE contract goal does not cure the Apparent Low Bidder's failure to meet the contract goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFEs within five (5) days of the bid opening.

The Apparent Low Bidder has the burden of proof to clearly demonstrate its GFEs by submitting detailed information within five (5) days after the bid opening, such as:

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

The Apparent Low Bidder shall utilize the GFE Contractor Template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors> to document their GFEs. This template and supporting documentation shall be sent along with any SBE Affirmation Forms within 5 days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>. All other Bidders that failed to meet the SBE contract goal at bid time shall submit documentation of GFEs if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall

have five (5) days from the date of notification to submit all required GFE documentation. Notification will be sent by email.

ODOT shall utilize the guidance set forth in 49 CFR 26.53 Appendix A in determining whether the Bidder has made adequate GFEs to meet the contract goal.

### **Administrative Reconsideration**

ODOT will review the GFE documentation and issue a written determination on whether adequate GFEs have been demonstrated prior to contract award. If ODOT determines the Apparent Low Bidder has failed to demonstrate adequate GFEs to meet the contract 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 contract goal or made adequate GFEs to do so. However, this written documentation or argument must not include or propose any new SBE participation not already included in the Apparent Low Bidder's initial GFE documentation. Such written documentation or argument must be received by ODOT, attention: Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFEs were not adequately demonstrated. The Apparent Low Bidder may also include in its written documentation a request for an in-person meeting to discuss the issue of whether it met the contract goal or made adequate GFEs to do so. ODOT's Division 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 contract goal or make adequate GFEs to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

### **Termination of an SBE or Any Portion of Its Work**

In this section, *SBE activities* are those activities, as listed on an SBE Affirmation Form, the performance of which the Awarded Contractor committed to the specific SBE listed on the SBE Affirmation Form for the specific compensation shown. *SBE activities* can be used interchangeably with *SBE commitment*.

The Awarded Contractor must ensure that it pays the SBE not less than the dollar amount for the performance of the specific activities described on the SBE Affirmation Form. If a change in circumstances makes this unlikely, the Awarded Contractor must take action as described herein.

*If the Awarded Contractor will not be paying an SBE the entire dollar amount shown on the SBE Affirmation Form, and this is not connected to a change in circumstances driven by the Local Public Agency (LPA), then the Awarded Contractor must submit a Request for Consent to Terminate/Reduce.*

### **Reductions Caused by the LPA**

Any reduction or underrun in SBE activities caused by the LPA is considered a termination for which ODOT's prior written consent is not required. For such reductions or underruns, the Awarded Contractor

must notify the SBE via email (with a copy to [dot.contractslettingmgr@dot.ohio.gov](mailto:dot.contractslettingmgr@dot.ohio.gov)) to inform the SBE of the change and so that ODOT can update the SBE Commitment amount. The Awarded Contractor does not submit a formal Request for Consent to Terminate/Reduce.

#### **Request for Consent to Terminate/Reduce an SBE Commitment**

For any reduction or underrun in SBE activities not caused by the LPA, and in all other cases, the Awarded Contractor must continue to utilize the specific SBEs to perform the activities as described on SBE Affirmation Forms unless the Awarded Contractor obtains ODOT's written consent. Consent requests must be submitted utilizing the Request for Consent to Terminate/Reduce SBE Form located at: <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>.

Absent ODOT's prior written consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms.

Requests for Consent to Terminate/Reduce an SBE Commitment must be submitted within two (2) weeks of the Awarded Contractor becoming aware of the change in circumstances that is preventing the SBE from fully performing the activities listed on the SBE Affirmation Form.

Requests submitted significantly outside the two-week timeframe may subject the Awarded Contractor to the sanctions listed at the end of this proposal note.

#### **Good Cause to Terminate an SBE or Any Portion of Its Work**

ODOT can only provide written consent to terminate an SBE or any portion of its work if it agrees, for reasons stated in its concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the SBE firm or any portion of its agreed-upon activities as listed on SBE Affirmation Forms.

Good cause does not exist if the Awarded Contractor seeks to terminate an SBE or any portion of its work that it relied upon to obtain the contract so that the Awarded Contractor can self-perform the activity for which the SBE contractor was engaged, or so that the Awarded Contractor can substitute another SBE or non-SBE participant after contract award.

Good cause to terminate an SBE includes the following circumstances:

- 1) The SBE firm fails or refuses to execute (*i.e.*, sign) a written contract;
- 2) The SBE firm fails or refuses to perform the activities listed on its SBE Affirmation Form in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the SBE firm to perform the activities results from the bad faith or discriminatory action of the Awarded Contractor. The Awarded Contractor must provide justification to support its assertion that industry standards are not being met;
- 3) The SBE firm fails or refuses to meet the Awarded Contractor's reasonable, nondiscriminatory bond requirements.
- 4) The SBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;

- 5) The SBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
- 6) ODOT has determined that the SBE firm is not a responsible contractor;
- 7) The SBE firm voluntarily withdraws from the project and provides written notice of its withdrawal;
- 8) The SBE firm is ineligible to receive SBE credit for the type of activity required;
- 9) An SBE owner dies or becomes disabled, with the result that the SBE firm is unable to complete its activity on the contract; and
- 10) Other documented good cause that ODOT determines compels the termination of the SBE firm.

### **Replacement**

When an SBE firm or any portion of its work is terminated by the Awarded Contractor, the Awarded Contractor must use GFEs to include additional SBE participation to the extent needed to meet the SBE 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) days, which may be extended for an additional seven (7) 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.

Between the bid opening and award, any added SBE participation credit that was not listed on the Bidder's original SBE Utilization Plan will not count toward the SBE contract goal.

### **Post-Award SBE Additions**

In the event additional SBE participation is required for the project, the Awarded Contractor must submit the SBE Affirmation Form located at [Affirmation Form | Ohio Department of Transportation](#). The SBE Affirmation Form will be utilized as written confirmation from the added SBE firm that it is participating in the contract in the type and amount of work on the project. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

### **Exceeding the Amount Shown on an SBE Affirmation Form**

ODOT will count, towards the SBE contract goal, amounts paid to an SBE that are above the amount shown on the SBE Affirmation Form as long as there is no change to the scope of the SBE's activities. However, ODOT will not count, towards the SBE contract goal, any amount paid to a SBE that is not part of the originally approved scope. If the Awarded Contractor wants or needs such additional participation to count towards the SBE contract goal, the Awarded Contractor must submit an amended SBE Affirmation Form listing the additional activities to be performed by the SBE and the revised participation amount. ODOT will review the amended SBE Affirmation Form and make a determination on whether the proposed additional activity will count towards the SBE contract goal. SBE participation

credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

#### **WRITTEN NOTICE TO SBE RELATED TO REQUESTS FOR CONSENT TO TERMINATE/REDUCE**

The Apparent Low Bidder/Awarded Contractor must submit Requests for Consent to Terminate/Reduce an SBE using the specific form available at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>. Part 1 of this form constitutes the Apparent Low Bidder/Awarded Contractor's notice in writing to the SBE firm of the Apparent Low Bidder/Awarded Contractor's intent to request to terminate and the reason for the proposed request. Upon completion of Part 1, the SBE has five (5) days to respond by completing Part 2, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's request. 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. (Urgent requests may be made over the phone by contacting Goal Attainment staff, with the caveat that the associated written request be submitted by 5:00 pm that day.) Part 3 of the form constitutes the Apparent Low Bidder/Awarded Contractor's official request, while Part 4 is ODOT's consent decision and explanation for it.

#### **Goal Attainment Post Award**

The Awarded Contractor shall ensure that all subcontracts or agreements with any SBEs meet or exceed conformity with all applicable state and federal laws and regulations. Furthermore, the Awarded Contractor shall require that any subcontractor agreement with all lower-tier subcontractors be performed per this Proposal Note.

The Awarded Contractor shall submit via email to the ODOT District Contract Compliance Officer all 1<sup>st</sup> and 2<sup>nd</sup> tier SBE subcontract agreements and PN 032 C92's before allowing the SBE to start performing work or supplying materials. Said subcontract agreement(s) will be reviewed and approved by the District Contract Compliance Officer via email only if it meets or exceeds the conformity with all applicable state and federal laws and regulations. Failure to obtain said approval might result in some or all SBE participation credit for said SBE withheld according to ORC §5525.061 and/or 23 CFR part 633.102.

The Awarded Contractor shall ensure that said 1<sup>st</sup> and 2<sup>nd</sup> tier subcontract agreement(s) shall contain at least the following information:

- 1) Award Contractor name;
- 2) Subcontractor name and/or Lower Tier Contractor Name;
- 3) Identification of said project;
- 4) The amount to be contracted is equal to or greater than the amount provided on its Utilization Plan;
- 5) Meets or exceeds the prompt payment requirements of the Federal Bid Document's Proposal Note 031;
- 6) Signatures of both parties; and

7) FHWA 1273 form.

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

**Impact of SBE Decertification**

When the Awarded Contractor makes a commitment to use an SBE that is decertified PRIOR TO the full execution (*i.e.*, signing) of that SBE's subcontract, the decertified firm DOES NOT COUNT toward the SBE contract goal. The Awarded Contractor's SBE commitment is null and void since the SBE is no longer certified. The Awarded Contractor must make good faith efforts to find additional SBE participation to replace the decertified firm.

When the Awarded Contractor makes a commitment to use an SBE that is decertified AFTER the full execution of that SBE's subcontract, the decertified firm COUNTS toward the SBE contract goal UNLESS the SBE was decertified because it was acquired by or merged with a non-SBE, in which case only the amount paid for work performed by the SBE prior to its decertification counts.

For purposes of this section, a subcontract is deemed to have been signed not before the full execution date of the prime contract.

**Sanctions and Administrative Remedies Pre-Award**

Failure by the Apparent Low Bidder to do any of the following may result in the bid being rejected as non-responsive in accordance with O.R.C. 5525.08:

- 1) Failure to submit a complete SBE Utilization Plan at the time of bid;
- 2) Failure to submit SBE Affirmation Form(s) and/or failure to submit Requests for Consent to Terminate/Reduce a SBE Commitment as required by this Proposal Note; or
- 3) Failure to meet the contract goal and/or failure to demonstrate GFEs to meet the contract goal as required by this Proposal Note;
- 4) Failure to follow the terms of this Proposal Note.
- 5) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations—that are for amounts greater than or equal to the amounts on the SBE Utilization Plan —within five (5) days of the bid opening;
- 6) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder submits all completed and signed SBE affirmations within five (5) days of the bid opening, but adjustments are needed, and after ODOT makes the adjustments, the SBE contract

goal is no longer met and the Apparent Low Bidder does not submit its GFEs documentation within five (5) days of the bid opening; or

- 7) The as-submitted SBE Utilization Plan shows the SBE contract goal was NOT met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations AND its GFE documentation within five (5) days of the bid opening; or
- 8) An SBE Utilization Plan was not submitted, and the Apparent Low Bidder does not submit its GFE documentation within five (5) days of the bid opening; or
- 9) The SBE Affirmation Forms submitted are not complete and/or accurate and have not been made complete and accurate within five (5) days of the bid opening.

### **Post-Award**

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including, but not limited to, the failure of the Awarded Contractor to pay an SBE the dollar amount for the performance of the specific activities described on the SBE Affirmation Form, the failure of the Awarded Contractor to submit SBE change orders and/or Requests for Consent to Terminate/Reduce SBE Commitment forms, and the submission of inadequate post-award good faith efforts to include additional SBE participation to the extent needed to meet the SBE contract goal, 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 SBE 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 type of offense
- the Contractor's unwillingness to provide information and documentation
- 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 SBE participation
  - annual SBE participation on projects without contract goals
  - the number of complaints ODOT has received regarding the Contractor
  - the number of times the Contractor has been previously sanctioned by ODOT in the previous three (3) years

Note: Absent ODOT's consent, the Awarded Contractor is not entitled to any payment for work or material unless it is performed or supplied by the specific SBE indicated on approved SBE Affirmation Forms, regardless of the presence or absence of any of the above sanctions.

## 18 PN 031 - 7/21/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT and, by extension, its Prime Contractors and subcontractors (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 O.R.C. 4113.61. O.R.C. 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, O.R.C. 4113.61, C&MS 107.21 and, for contracts with USDOT financial assistance (*i.e.*, federally funded contracts), 49 CFR 26.29.

The Department will monitor payments made by prime contractors and subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires both prime **and** subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (*when allowable under the Department's [Retainage Policy dated 4/14/21](#)*) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The prime/subcontractor must report the following information:

- The name of the payee
- The dollar amount of the payment to the payee
- The date the payee was paid
- The amount of retainage withheld (if any)

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant, and invoices will not be processed for payment.

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

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received

The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

## **SANCTIONS AND ADMINISTRATIVE REMEDIES**

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) 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 Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by ODOT.

## **19 ODOT AS OBLIGEE ON BOND**

The Prime Contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

## **20 PN 015 - 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

The required contract provisions for federal-aid construction contracts are hereby incorporated by reference as if rewritten herein. The current version of Form FHWA-1273 (available at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements

and other agreement for supplies or services related to a construction contract). The Prime Contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

#### **SANCTIONS AND ADMINISTRATIVE REMEDIES**

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

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

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

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

## **21 PN 032 – 01/31/2021 – C92'S REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS**

State and federal law requires that all Prime Contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after February 1, 2021 will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found at, and submitted via, the GoFormz website located at [www.goformz.com](http://www.goformz.com).

## **22 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (ELECTRONIC FORM FHWA 1273 – OCTOBER 23, 2023)**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

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

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and  
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\*\*\*\*\*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

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

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

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

**SECTION VI**

**FEDERAL WAGE RATES**

"General Decision Number: OH20260001 01/02/2026

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/02/2026

BROH0001-001 06/01/2024

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.....	\$ 33.39	20.06
-----		
BROH0001-004 06/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30
-----		
BROH0003-002 06/01/2024		

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.....	\$ 33.39	20.06
-----		
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

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BROH0006-005 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

-----  
BROH0007-002 06/01/2024

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

-----  
BROH0007-005 06/01/2023

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 32.40 19.30

-----  
BROH0007-010 06/01/2024

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 33.39 20.06

-----  
BROH0008-001 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 33.39 20.06

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BROH0009-002 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06  
Refractory.....\$ 31.45 19.01

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BROH0010-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0014-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30
-----		
BROH0018-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0022-004 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0039-002 06/01/2024		

ADAMS & SCIOTO

Rates	Fringes
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Bricklayer, Stonemason.....\$ 33.39 20.06

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BROH0040-003 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

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.

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BROH0044-002 06/01/2024

Rates Fringes

Bricklayer, Stonemason  
COSHOCOTON, FAIRFIELD,  
GUERNSEY, HOCKING, KNOX,  
KICKING, MORGAN,  
MUSKINGUM, NOBLE (Beaver,  
Buffalo, Seneca & Wayne  
Townships) & PERRY  
COUNTIES:.....\$ 33.39 20.06

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BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 35.39 17.47

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BROH0046-002 06/01/2024

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.....\$ 33.39 20.06

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.

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BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0052-003 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0055-003 06/01/2024		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
CARP0002-024 05/01/2025		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69
-----		
CARP0171-001 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02
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CARP0171-002 05/01/2025		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19
-----		
CARP0200-002 05/01/2025		

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.....	\$ 35.94	23.59

Diver.....	\$ 39.41	10.40
PILED RIVERMAN.....	\$ 35.94	23.59

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CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

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CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

-----  
CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

-----  
CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

-----  
CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

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CARP0372-002 05/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

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CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEauga & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

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CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
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CARPENTER.....\$ 34.67                   23.57  
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 CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01
-----		
CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14
-----		
CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05
-----		
CARP1090-002 05/01/2025		

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39
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DIVERS - \$250.00 per day		
-----		
CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91
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CARP1090-004 05/01/2025		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40
-----		
CARP1090-005 05/01/2025		

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

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

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CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

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CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

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CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

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CARP1090-009 05/01/2025

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

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ELEC0008-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

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ELEC0032-003 06/01/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

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ELEC0038-002 04/28/2025

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 46.63	24.92

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

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 ELEC0038-008 04/28/2025

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

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

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 ELEC0064-003 11/30/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 41.49	21.81

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 ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25

LINE CONSTRUCTION:

Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit		
Projects.....	\$ 54.96	27%+8.25

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ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

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ELEC0082-002 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

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ELEC0082-006 11/25/2024

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

	Rates	Fringes
Sound & Communication		
Technician		
Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

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ELEC0129-003 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0129-004 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

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ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

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ELEC0245-001 08/26/2024

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

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

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ELEC0245-003 01/01/2025

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

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 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

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.

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 ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

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

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 ELEC0306-005 05/27/2024

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.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

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 ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

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 ELEC0540-005 06/30/2025

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.....	\$ 39.86	29.19

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ELEC0573-003 06/01/2025

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.....	\$ 42.20	23.37

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ELEC0575-001 05/29/2023

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.....	\$ 37.00	22.26

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ELEC0648-001 09/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

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ELEC0673-004 05/26/2025

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.....	\$ 41.17	24.58

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ELEC0683-002 06/02/2025

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.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

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ELEC0688-003 05/30/2022

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.....	\$ 32.30	21.83

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ELEC0972-002 06/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

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ELEC1105-001 05/27/2024

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.....	\$ 39.60	24.41

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ENGI0018-003 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry;

Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

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

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

GROUP 7 - Boom from 180 and over.

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 ENGI0018-004 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

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 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

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

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 IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County  
 Line, proceeding east to State Route 45), CUYAHOGA, ERIE  
 (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the

north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....\$ 36.83 29.01

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IRON0017-010 05/01/2024

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

Rates Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....\$ 36.83 29.01

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IRON0044-001 06/01/2025

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

IRONWORKER, REINFORCING.....\$ 38.27 23.90

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IRON0044-002 06/01/2025

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

IRONWORKER

Fence Erector.....\$ 35.88 23.90  
Ornamental; Structural.....\$ 37.77 23.90

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IRON0055-003 07/01/2024

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
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20
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IRON0147-002 06/01/2025		

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

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39
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IRON0172-002 06/01/2025		

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.....	\$ 40.87	23.15
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IRON0207-004 06/01/2025		

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
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IRONWORKER

Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing; Structural.....	\$ 36.26	28.16

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IRON0290-002 06/01/2025

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

Rates Fringes

IRONWORKER.....	\$ 37.39	25.35
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IRON0549-003 12/01/2022

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.....	\$ 35.19	25.66
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IRON0550-004 05/01/2024

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.....	\$ 34.70	22.88
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IRON0769-004 06/01/2025

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

Rates Fringes

IRONWORKER.....	\$ 39.70	29.59
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 IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

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 LABO0265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

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); Yarnier; 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.

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PAIN0006-002 05/01/2023

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.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95

COMMERCIAL REPAINT

GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

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

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PAIN0007-002 07/01/2025

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

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

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)

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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

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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

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PAIN0093-001 12/01/2024

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

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 36.44	24.46
Power Generating Facilities.\$ 33.29	24.46

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PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 29.90	13.97
GROUP 4 - Steeplejack Work..\$ 30.10	13.97
GROUP 5 - Coal Tar.....\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment	

Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

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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

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PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

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PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

Rates Fringes

PAINTER

GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

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

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PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

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

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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

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PAIN0788-002 06/01/2024

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.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

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.

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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

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PAIN0841-001 07/01/2025

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

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

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PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

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PAIN1020-002 07/01/2025

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

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

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PAIN1275-002 05/01/2025

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing Stage.....	\$ 30.50	15.16

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PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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PLAS0132-002 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

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PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

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

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PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
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

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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

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

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PLAS0886-001 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

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PLAS0886-004 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

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PLUM0042-002 07/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

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PLUM0050-002 06/30/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

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PLUM0055-003 05/05/2025

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.....	\$ 44.86	30.03

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PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

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PLUM0094-002 05/01/2025

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025

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.....	\$ 49.17	28.55

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PLUM0162-002 06/01/2024

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

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PLUM0168-002 06/01/2025

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.92	37.20

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PLUM0189-002 06/01/2024

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

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PLUM0219-002 06/01/2025

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.....	\$ 46.87	28.39

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PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.30	27.40

PLUM0396-001 06/01/2025

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

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PLUM0495-002 06/01/2025

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.....	\$ 39.32	37.60

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PLUM0577-002 06/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

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PLUM0776-002 07/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

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TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

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

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TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

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

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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