



2024 STREET IMPROVEMENT PROGRAM

INVITATION FOR BIDS

Washington Township (the “Township”) will receive sealed bids for the materials and labor necessary for the 2024 STREET IMPROVEMENT PROGRAM. The work for which bids are invited consists of the milling and resurfacing of selected streets within the Township including approximately 3,126 CY of asphalt resurfacing and other miscellaneous items. The cost estimate for the Project is \$2,084,767.

Bids shall be received by the Township, Attn: Tim Franck, Public Works Director, 8200 McEwen Road, Dayton, Ohio 45458 until 10:00 AM local time, Tuesday, March 5, 2024, at which time they will be publicly opened and read aloud thereafter.

The Contract Documents are available online at no charge. Copies of the Contract Documents may be downloaded from the following link:

https://www.washingtontwp.org/government/doing_business/request_for_proposals. Bidding documents may also be obtained from Washington Township Administrative Offices, 8200 McEwen Road, Dayton, Ohio 45458, 937-433-0152, on or after 8 a.m. Friday February 16, 2024, for in-person pick-up or PDF via email.

Each bidder is required to furnish with its proposal a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The Owner intends and requires that this project be completed by November 1, 2024.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Payment of Prevailing Wages is required for this Project.

The Township reserves the right to accept or reject any or all bids; to waive any informalities or irregularities in the bidding process; and to enter into a contract with the bidder whom, in its opinion, offers the lowest responsive and responsible bid. The Township may choose to not award the bid—and bidders shall hold bids open—until sixty (60) days after the bid opening.

Each bidder must ensure that all employees and applicants for employment are not discriminated against based on race, color, religion, sex, or national origin.

Publish dates: Friday February 16, 2024
Friday February 23, 2024
Friday March 1, 2024

B. INSTRUCTIONS TO BIDDERS

1. PRELIMINARY MATTERS

- a. The Project owner is the Township. The Owner's Representative is Tim Franck, Township Public Works Director tim.franck@washingtontwp.org
- b. In connection with the Legal Notice, the Township issues this Request for Bids for all labor, material, and services necessary for constructing the **2024 Street Improvement Program** (the "Project"), as more fully described in the Contract Documents.
- c. Definitions. The word uses here shall have the following meanings:
 - i. "The Township" or "Owner" shall mean Washington Township.
 - ii. "Bidder" or "Contractor" shall mean an entity or person that submits a bid for the Project and ultimately the entity or person awarded the contract as applicable.
 - iii. "Contract Documents" shall mean the documents included with this bid solicitation and listed as Contract Documents in the Contractor Agreement.
 - iv. "O.R.C." shall mean the Ohio Revised Code .
- d. The Project consists of the following contract(s) for the work on the Project:
 - i. General Contract
- e. Estimate of Cost [O.R.C. 153.12(A)].
 - i. The total estimated construction cost for the base bid Work for the Project for which the Owner is soliciting bids at this time is \$2,084,767.

2. CONTRACTOR QUALIFICATIONS, REGISTERED CONTRACTORS, INCOME TAX, AND PERMITTING

- a. A Bidder may be a person, private entity, or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:
 - i. All members shall be jointly and severally liable for the execution of the Contract, and
 - ii. The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.
- b. Threshold Qualifications. Every Contractor, before entering a contract with the Owner, must demonstrate the following:
 - i. Licensed Contractors. Bidders and subcontractors for work requiring licenses under the O.R.C. shall submit evidence of such licensing in accordance with O.R.C. Chapter 4740.

- ii. Foreign Corporations. Business entities formed outside of the state of Ohio shall present proof of registry with the Ohio Secretary of State and demonstrate the existence of an Ohio statutory agent.
- c. Permits and Regulations - Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, inspections and approvals necessary for the execution of his contract.
 - i. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work required to complete the Project.
 - ii. The Contractor's attention is directed to the "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Department of Labor and to its responsibilities thereunder.

3. GENERAL INSTRUCTIONS

- a. The Owner expects the Bidder to examine all instructions, forms, terms, and specifications in the Request for Bids. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services it will provide. Bidder's failure to furnish all information or documentation required by the Bidding Documents may result in the Owner rejecting the Bid.
- b. Public Information. The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Ohio Public Records Laws except as specifically exempted by those laws. [O.R.C. Chapter 149].
- c. Bidder should carefully read the information contained herein. It is the Bidder's responsibility to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the Owner and submitted at the Bidder's sole expense. The Owner shall not pay any stipend for any submissions related to the bidding process. The Owner will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.
- d. The Owner may disqualify bids that are qualified with conditional clauses, or alterations, or items not called for in the bid documents, or irregularities and deviations from the requirements of the Contract Documents.
- e. The Owner makes no guarantee that an award will be made because of this bid, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid or resulting contract when deemed to be in the Owner's best interest.

4. INTERPRETATION

- a. **If a Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to Tim Franck, Township Public Works Director tim.franck@washingtontwp.org in writing on the form included with the Contract Documents.** The Owner will make any interpretation of the proposed documents by Addendum only, duly signed by the Owner, and a copy of such Addendum will be e-mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Owner maintains the Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- b. In interpreting the Contract Documents, the Bidder shall interpret words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, in accordance with the well-known meaning recognized by the trade.

5. DOCUMENTS TO SUBMIT WITH BID

- a. The Bidder shall submit the following completed forms with its response to this Request for Bids:
 - i. Bid Form
 - ii. Bid Guaranty and Contract Bond
 - iii. Affidavit of Authority (if applicable)
 - iv. Personal Property Tax Affidavit
 - v. Bidder's Qualification Statement
 - vi. Insurance Certificate
 - vii. Noncollusion Affidavit
 - viii. State of Ohio Bureau of Workers' Compensation Certificate
 - ix. Proposed Supervisory Personnel List
 - x. Proposed Subcontractor List
 - xi. Bidder's and Subcontractors' Certificate(s) of licensure, if applicable
- b. In addition to the foregoing requirements, Bids submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a binding letter of intent or similar irrevocable instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.
- c. Each Bidder shall submit the following number of copies of its Bid to the Owner and one additional copy in electronic PDF form. The PDF form must exactly match the hard copy and must be provided within twenty-four (24) hours after the Bid opening. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be

submitted by facsimile transmission. A Bidder shall sign its Bid in the form required under Ohio law to bind the Bidder's particular type of business entity to a contract.

- d. Each Bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left-hand corner and addressed as follows: **ATTN: Tim Franck, Township Public Works Director**. The Bidder shall be responsible for delivering its Bid to this office and address for the Bid opening before the deadline set forth in the Legal Notice—as extended by any addenda. The Owner will not open Bids that arrive after the deadline regardless of how the Bidder delivers the Bid.
- e. After the Owner opens the Bids, it may require the Bidders to make available additional financial information, including, but not limited to, financial statements from the previous three (3) years for review of Owner. Such financial statements shall be audited financial statements to the extent available or, if not available, at least be reviewed financial statements. At Owner's discretion, it may obtain a copy of such financial information. To the extent the Owner maintains copies of such documents, the Owner shall keep additional financial information it receives pursuant to a request under this Paragraph confidential to the extent possible, except under proper order of a court. The additional financial information should not be a public record under Section 149.43 of the Revised Code. (*See* O.R.C. 9.312).

6. CLARIFICATION OF BIDS

- a. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the Owner may ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Owner shall not be considered. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Owner in the evaluation of the Bids.

7. BONDS

- a. Each bidder shall submit one of the statutorily required forms of bid security as set forth in O.R.C. Section 153.54 on the form included with the Contract Documents. All bonds must list the Owner as obligee. There are two ways to meet these requirements:
 - i. **OPTION #1:** Submit the Combined Bid/Performance/Payment Bond on the form included with the Contract Documents along with the Bid; or
 - ii. **OPTION #2:** Submit a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. Any letter of credit shall be revocable only at the option of the Owner. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten percent (10%) of the bid. Any of the foregoing instruments shall be submitted with the Owner listed as the payee or beneficiary. If the Bidder chooses Option 2 and is awarded the Contract, the Bidder shall then submit a Bond using the form included with the Contract Documents.
- b. With any Bond required here, the Bidder shall submit or ensure:

- i. *Ohio Department of Insurance Certificate.* Proof that the bond is issued by a surety company (“Surety”) authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner in the form of a certificate.
- ii. *A Financial Statement.* Proof that the bond is issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders rating of “A-” or better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.
- iii. *Proper signatures, credentials, and Power of Attorney.* The bond shall be signed by an authorized agent of an acceptable Surety and by the Bidder; and include credentials showing the Power of Attorney of the agent.
- iv. The name, address, and telephone and fax numbers of the Surety and the Surety’s Agent should be typed or printed on each bond.

8. EXECUTION OF CONTRACT

- a. Within ten (10) days after award of the Contract, the successful Bidder shall execute and deliver to the Owner an original of the Contractor Agreement, based upon the Owner’s form. Such contract shall include the terms required by Ohio law and documents required by the Instructions to Bidders and Contract Documents for the Project. The successful Bidder shall have no property interest or rights under the Contractor Agreement until the Agreement is properly executed by the Owner.

9. STATE SALES AND USE TAXES

- a. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Demolition Contract Exemption Certificate to the vendors or suppliers when acquiring the materials. The Owner will execute properly completed certificates on request.

10. COMPLETION DATE

- a. Each successful Bidder shall have its Work on the Project Complete before **November 1, 2024**. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Contractor Agreement.

11. MODIFICATION/WITHDRAWAL OF BIDS

- a. *Modification.* A Bidder may modify its Bid by written communication to the Owner at any time before the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner’s Representative before the Bid deadline. The written communication shall not reveal the Bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known to the Owner until the sealed Bid is opened. If the Bidder’s written instructions with the change in Bid reveal the Bid amount in any way before the Bid opening, the Bid may be rejected as non-responsive.

- b. Withdrawal. Bids may be withdrawn with permission of the Owner or in strict accordance with O.R.C. Section 9.31 which generally commands that Bidders may withdraw their bids from consideration if the price of the bid was substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a claim of right to withdraw such bid must be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening procedure.

12. PREVAILING WAGES

- a. **The Bidder is required to comply with all applicable Ohio Prevailing Wage requirements and labor laws for this Project.**
- b. If Prevailing Wage applies to this Project, the determination of the prevailing rates of wages of mechanics and laborers in accordance with Section 4115.05 of the Revised Code for the class of work called for by the Project, in the locality where the work is to be performed, shall be attached to and made part of the Contract Documents.
- c. If Prevailing Wage applies to this Project, the Contractor must pay at least the wage rates subsequently listed in the Wage determinations. The Contractor must submit properly executed copies of the Contractor's and subcontractor's payrolls to the Owner's Prevailing Wage Coordinator in accordance with the requirements of Section 4115.071 of the O.R.C. Payroll records shall be kept current as failure to do so will delay the Owner's approval for payment of any pending estimates.

13. ALTERNATES

- a. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- b. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- c. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest responsive and responsible bid will be based on the lowest responsive and responsible base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid. The Bidder also acknowledges that its, and other

bidders', bids may become responsive or non-responsive based on whether the bidders bid and are qualified for all base work and alternates; and, the Owner's selection of alternates. The Owner will evaluate bids to determine the lowest responsive and responsible bid after it selects the alternates.

- d. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor if such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

14. UNIT PRICES

- a. Where unit prices are requested in the Bid Form, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.
- b. The estimated quantities shown herein are approximate only and the Owner assumes no responsibility for the accuracy of the estimates. Bidders are cautioned to make their own investigations and determinations of the conditions under which the work will be performed and to base their bids accordingly.

15. ADDENDA

- a. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents before the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- b. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Any explanations, interpretations, or other representations made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.
- c. Bidders shall submit written questions to the Owner in sufficient time in advance of the bid opening to allow sufficient time for the Owner to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, before the published time for the opening of bids.
- d. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Owner before the bid opening to verify the number of Addenda issued.
- e. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.

- f. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - ii. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

16. METHOD OF AWARD

- a. In evaluating Bids, the Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the Owner and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.
- b. All Bids shall remain open for acceptance for sixty (60) days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty before that date.
- c. The Owner reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all Bids or to reject any incomplete or irregular Bid. The Owner will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.
- d. Determination of the Bidder Submitting the Lowest Responsive and Responsible Bid. Subject to the right of the Owner to reject any or all Bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsive and responsible Bid, taking into consideration accepted alternates.
 - i. The Owner may consider the following criteria in determining the lowest responsive and responsible bidder; and, in its discretion, may consider and give such weight to these criteria as it deems appropriate:
 - 1. Past Contract Performance
 - a. Whether Bidder has failed to perform a contract within the last five (5) years from the date of Bid submission based on all information including fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the

dispute resolution mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted.

- b. Whether Bidder has failed to sign a contract after submitting a bid security in the past five (5) years.
- c. All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.
- d. Bidder's history of making claims against others or having claims made against it; and, if the Bidder's management operates or has operated another construction company, the work history of that company in determining whether the Bidder submitted the lowest responsive and responsible Bid.

2. Financial Ability

- a. The Bidder's financial ability to complete the Contract successfully and on time without resorting to its Surety.
- b. The Owner may request Bidder provide for its review audited financial statements, to the extent available, and if not available, reviewed financial statements including balance sheets, income statements, and cash flow statements, or other financial statements acceptable to the Owner, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability.
 - i. The Bidder's average coefficient of Current ratio (Current Assets/Current Liabilities) compared to 1. The greater, the better.
 - ii. The Bidder's average coefficient of Debt ratio (Total Debt/Total Assets) compared to 1. The lesser, the better.

3. Experience

- a. Whether the Bidder has experience under contracts in the role required by this Contract for at least the last five (5) years before the Bid submission deadline, and with activity in at least nine (9) months each year.
- b. Whether the Bidder has participated as in the role required by this Contract in at least two (2) contracts within the last five (5) years, each with a value of at least eighty-five percent (85%) of the stated estimate for this Project, that have been successfully and substantially completed and that are similar to the proposed Works. Similarity shall be based on the physical size, complexity, methods, technology, or other characteristics as described in the Contract Documents.

- c. For the above or other contracts executed during the period stipulated in above, whether the Bidder has experience in the type of work contemplated by the Project.
 - d. Whether the Bidder has a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Project, on time and in accordance with the applicable Contract Documents.
 - e. The Bidder's prior experience on other projects with the Owner and with other public owners, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner as a willing, cooperative, and successful team member.
- 4. Whether the Bidder possesses or can obtain sufficient equipment and facilities to complete the Project.
- 5. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- 6. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Prevailing Wage laws, and Ethics laws.
- 7. The Bidder's participation in a drug-free workplace program acceptable to the Owner and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the O.R.C.
- 8. The Owner's prior experience with the Bidder's surety.
- 9. The Bidder's interest in the Project as evidenced by its attendance at any pre-Bid meetings or conferences for Bidders.
- 10. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- 11. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- e. With its Bid, the Bidder will complete and submit to the Owner a completed Contractor's Qualification Statement (using the form included in the Contract Documents), and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's qualifications.
- f. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest responsive and responsible Bidder.
- g. With its Bid, the Bidder shall submit a list of proposed subcontractors using the form included with the Contract Documents.
- h. The Owner reserves the right to reject proposed Subcontractors before the Contract is awarded. The Bidder shall replace rejected subcontractors with subcontractors acceptable to the Owner with no change in the amount of the Bid submitted by the Bidder to the

Owner. After approval by the Owner of the list of proposed Subcontractors, Suppliers, and Manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner. The Owner reserves the right to reject Subcontractors after the Contract is awarded. In that instance, the Owner shall only be liable to the Contractor for the difference in Contract Price between the rejected subcontractor and the replacement subcontractor. The Contractor's markup on the replacement subcontractor shall be equal to or less than the markup on the rejected subcontractor contract.

- i. With its Bid, the Bidder shall submit a list of supervisory personnel with which it intends to staff the Project indicating their respective roles on the Project. The Owner reserves the right to reject proposed personnel both before and after the Contract is awarded with no additional cost to the Owner. Once the personnel list is approved by the Owner, it shall not be changed without the written consent of the Owner.
- j. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all Bids.
- k. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- l. By submitting its Bid, the Bidder agrees that the Owner's determination of which Bidder is the lowest responsive and responsible Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- m. Award of Contract. The award and execution of the Contract, when required, will only be made pursuant to the legal process applicable to the Owner for awarding contracts of this nature.

END OF INSTRUCTIONS TO BIDDERS

C. REQUEST FOR INFORMATION (PRE-BID)

2024 STREET IMPROVEMENT PROGRAM

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum before receipt of bids. The Owner will not be responsible for any other explanations of the Contract Documents made before the receipt of bids.

Please submit all pre-bid questions in writing by facsimile or electronic mail (Email) to Tim Franck, Township Public Works Director tim.franck@washingtontwp.org

Company:	Contact Name:
Email:	Phone:
Requested Information:	

D. BID COVERSHEET

BIDDERS SHALL ATTACH THIS FORM AS THE COVERSHEET TO THE BID. USE THE BOXES BELOW TO CHECK YOUR WORK. COMPLETING THIS FORM DOES NOT GUARANTEE THAT YOUR BID WILL BE RESPONSIVE OR SELECTED, BUT SHOULD HELP TO OVERCOME THE MOST COMMON BIDDER MISTAKES. THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE PROPOSALS.

1. Bidder's Company Name: _____

2. Total Bid (From Bid Form): \$_____

BID PACKAGE

- ☐ Reviewed in detail?

PROPOSAL

- ☐ Acknowledged any addenda?
☐ Total bid amount completed in words and figures?
☐ Signed by a person with authority to bind your company?
☐ No changes made to form or conditions added?

BID SCHEDULE

- ☐ Completely filled in?

COMBINED BID/PERFORMANCE/PAYMENT BOND

- ☐ Your company name in the Principal blank?
☐ Surety name in the Surety blank?
☐ Dollar amount should be blank
☐ Signed as indicated?

COMBINED DELINQUENT PERSONAL PROPERTY TAX & NONCOLLUSION AFFIDAVIT

- ☐ Filled in?
☐ Signed?
☐ Notarized?

AFFIDAVIT OF AUTHORITY

- ☐ Needs completed if you are anything other than a sole proprietor
☐ Filled in?
☐ Signed?
☐ Notarized?

POWER OF ATTORNEY (OUT OF STATE CORPORATION)

- ☐ Must have if you are an out of state corporation

LIST OF SUBCONTRACTORS

- ☐ Completed?

LIST OF SUPERVISORY PERSONNEL

☐ Completed?

CONTRACTOR QUALIFICATION STATEMENT

☐ Completed?

INSURANCE CERTIFICATE

☐ Submitted?

WORKERS COMPENSATION COVERAGE

☐ Submitted?

W-9 FORM

☐ Submitted?

E. PREVAILING WAGE RATES – See Attached

II. BIDDING FORMS

A. PROPOSAL

WASHINGTON TOWNSHIP 2024 STREET IMPROVEMENT PROGRAM

_____ (the "Bidder") submits this Proposal having read and examined the Contract Documents, including but not limited to the Invitation to Bid.

Addenda Number

Date of Receipt

The Bidder proposes to perform all work for the Agreement for Construction in accordance with the contract documents for the following sum:

Total Bid (in figures): \$ _____

Total Bid (in words): _____

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein.

The Bidder understands and agrees that all work to be performed under the Agreement for Construction shall be completed by the date or time required by the Contract Documents unless an extension of time is granted by the Owner.

Upon failure to have the work completed within the project time, the Owner shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the Contract Documents for each and every calendar day until completion. The right of the Owner to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for Construction according to the Contract Documents.

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the Contract Documents and understands that it must comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
2. The Bid is based upon the items specified by the Contract Documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an agreement for the **2024 STREET IMPROVEMENT PROGRAM** if awarded based on this proposal. If the Bidder does not execute an agreement for the Project for any reason, the Bidder and the Bidder's surety shall be liable to the Owner as provided in O.R.C. Section 153.54.
5. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:
 - a. Performance Bond. (If combined bid/performance/payment not submitted already.)
 - b. Copy of Additional Insured Endorsement.
6. The Bidder understands that it must furnish any other information requested by the Owner.

The Bidder hereby signs this Proposal on the ____ day of _____, 2024

If Bidder is an individual, complete the following:

Signature: _____

Print Name: _____

Name of Business: _____

(if different from above)

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a partnership, complete the following:

Name of Partnership: _____

By: _____

(Signature)

Print Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Names and Addresses of all general partners:

If Bidder is a joint venture, complete the following:

Name of Joint Venture: _____

By: _____

(Signature)

Print Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Complete the following for each firm represented by the joint venture:

1. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

2. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a corporation, complete the following:

Name of Corporation: _____

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

State of Incorporation: _____

Names and addresses of Corporate Officers:

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Type of Business Entity: _____

Names and addresses of all Principals:

B. BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents
for the following unit prices:

1	2	3	4	5	6	7	8
ITEM	DESCRIPTION	QUANTITY	UNIT	LABOR \$	MATERIAL \$	5 + 6	Extended Price 3 X 7
253	PAVEMENT REPAIR	300	CY				
254	PAVEMENT PLANING, AS PER PLAN	151,897	SY				
407	TACK COAT, TRACKLESS TACK, SURFACE COURSE @0.075 GAL/SY	11,392	GAL				
441	ASPHALT SURFACE COURSE TYPE I (448), AS PER PLAN (1" MIN 2" MAX THK)	3,126	CY				
611	MANHOLE ADJUSTED TO GRADE	10	EA				
614	MAINTAINING TRAFFIC	1	LUMP				
638	VALVE BOX ADJUSTED TO GRADE	10	EA				

Total BID for Project : \$ _____

The undersigned agrees to perform the work of set forth in the Specifications including those items not specifically included but reasonably inferable therefrom, for the total cost on this bid form.

Bidder hereby acknowledges receipt of the following addenda: Addenda # ____ Date _____

Contractor: _____

Address: _____

Telephone: _____

By: _____

Name: _____

Title: _____

Date: _____

C. COMBINED BID/PERFORMANCE/PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
_____, (the "Principal") and
_____, (the "Surety"), are hereby

held and firmly bound unto Washington Township as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to Washington Township on _____, 2024 to undertake the project known as **2024 STREET IMPROVEMENT PROGRAM**. The penal sum referred to herein shall be the dollar amount of the Principal's bid to incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to Washington Township, which are accepted by Washington Township. In no case shall the penal sum exceed the amount of ____ dollars (\$_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for the **2024 STREET IMPROVEMENT PROGRAM**.

NOW, THEREFORE, if Washington Township accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to Washington Township the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which Washington Township may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event Washington Township does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Washington Township the difference not to exceed ten percent (10%) of the penalty hereof 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; Washington Township accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

NOW ALSO, if the Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for Washington Township 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 Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the plans or specifications.

Signed this _____ day of _____, 2024

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

D. ALTERNATE BID SECURITY FORM

Bidder Name: _____

Project Name: **2024 STREET IMPROVEMENT PROGRAM**

The undersigned Bidder hereby submits with its bid the following bid security equaling ten percent (10%) of the total amount of the bid as required by Ohio Revised Code Section 153.54:

☐ A Certified Check

☐ A Cashier's Check

☐ A Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code

A bid guaranty filed under this form shall be conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the Washington Township designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. All bid guaranties filed hereunder shall be payable to Washington Township be for the benefit of Washington Township and be deposited with, and held by, Washington Township.

Bidder Signature: _____

Print Name: _____

E. AFFIDAVIT OF AUTHORITY

WASHINGTON TOWNSHIP

2024 STREET IMPROVEMENT PROGRAM

(To be completed and executed if the Contractor is anything other than a sole proprietorship.)

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) ss:

_____, (Your Name), being duly sworn, deposes and says that he or she is the _____ (Position) of _____ (Business Name), a _____ (Type of Entity) organized and existing under and by virtue of the laws of the State of _____ (State), and having its principal office at: _____ (Address), _____ (City), _____ (County), _____ (State).

Affiant further says that he is familiar with the records, minute books and by-laws of _____ (Business Name).

Affiant further says that _____ (Name of Person Signing Contract) _____ (Title of Person Signing Contract) of _____ (Business Name) is duly authorized to sign the Contract for the **2024 STREET IMPROVEMENT PROGRAM** on behalf of _____ (Business Name) by virtue of _____

_____. (Describe how the person signing the Contract has Authority to sign for example: "a provision of the by-laws" or "a resolution of the Board of Directors"—if by resolution, give date of adoption.)

_____, _____.
(Your Signature) (Your Position)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged). Signature and Seal of person taking acknowledgement:

F. COMBINED DELINQUENT PERSONAL PROPERTY TAX & NONCOLLUSION AFFIDAVIT

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) ss:

_____ (Your Name), Affiant, being first duly sworn, deposes and says:

1. I am the _____ (Your Title) of _____ (Business Name), the Bidder that has submitted the attached Bid;

2. I am fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid, and that such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted, or to refrain from Bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement, collusion, communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Washington Township or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agent's representatives, owners, employees, or parties in interest, including this Affiant.

6. Effective this _____ day of _____, 2024 the Bidder:

<div style="border: 1px solid black; padding: 5px; display: inline-block;">Choose One</div>	<input type="checkbox"/> is charged with delinquent personal property taxes on the general list of personal property as set forth below:	
	County	Amount (include total amount, with penalties and interest thereon)
	_____ County	\$ _____
	_____ County	\$ _____
	_____ County	\$ _____
	<input type="checkbox"/> is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.	

Signed: _____

Title: _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of person acknowledged).

Signature and Seal of person taking acknowledgement:

G. W-9 FORM

Form W-9 <small>(Rev. December 2011) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																								
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																																									
	Business name/disregarded entity name, if different from above																																									
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee																																									
	<input type="checkbox"/> Other (see instructions) ▶ _____																																									
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)																																								
City, state, and ZIP code																																										
List account number(s) here (optional)																																										
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> </table>			Social security number																				Employer identification number																			
Social security number																																										
Employer identification number																																										
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 25%;">Date ▶</td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶																																					
Sign Here	Signature of U.S. person ▶	Date ▶																																								
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																																										
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																																										

H. LIST OF SUBCONTRACTORS

**WASHINGTON TOWNSHIP
2024 STREET IMPROVEMENT PROGRAM**

1. Name of Subcontractor (Include names of any parent company): _____

Federal Identification Number: _____

Address: _____

Type of Work: _____

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

2. Name of Subcontractor (Include names of any parent company): _____

Federal Identification Number: _____

Address: _____

Type of Work: _____

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

3. Name of Subcontractor (Include names of any parent company): _____

Federal Identification Number: _____

Address: _____

Type of Work: _____

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

4. Name of Subcontractor (Include names of any parent company): _____

Federal Identification Number: _____

Address: _____

Type of Work: _____

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

5. Name of Subcontractor (Include names of any parent company): _____

Federal Identification Number: _____

Address: _____

Type of Work: _____

Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor: _____

Experience Record: _____

Add additional sheets if necessary.

I. CONTRACTOR QUALIFICATION STATEMENT

Contractor: _____

Date: _____

Project: **2024 STREET IMPROVEMENT PROGRAM**

The foregoing Contractor submits this Contractor Qualification Statement to Washington Township as part of its bid for the above-named Project and represents that the information contained herein is complete and accurate to the best of the Contractor's knowledge. Washington Township reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Contractor expressly acknowledges this right of Washington Township to reject any or all bids or to reject any incomplete or irregular bid. Contractor must furnish all information requested on this Statement of Qualifications. Failure to do so may result in disqualification of the bid. Washington Township may consider the information submitted on this form in determining the lowest responsive and responsible Contractor for the Project giving such weight to each item as Washington Township deems appropriate. Washington Township may conduct such investigations and request such documents as are deemed necessary to establish the qualifications and financial ability of the Contractor and its subcontractors and suppliers.

The Contractor authorizes Washington Township and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Contractor has worked—whether listed on this form or not—and authorizes and requests such Contacts to provide Washington Township with a candid evaluation of the Contractor's performance. By submitting its bid, the Contractor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Contractor will indemnify and hold harmless such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them. By submitting this form, Contractor agrees that Washington Township's determination of which Contractor is the lowest responsive and responsible Contractor shall be final and conclusive, and that if the Contractor or any person on its behalf challenges such determination in any legal proceeding, the Contractor will indemnify and hold Washington Township and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

CONTRACTOR'S ORGANIZATION

General Information

Address: _____

Telephone and Facsimile: _____

E-mail address: _____

Web site: _____

If address given above is a branch office address, provide principal home office address:

Type of Organization

The Contractor's Organization is a:

☐ Corporation

Date and State of Incorporation: _____

Executive Officers: (Names and Addresses) _____

☐ Partnership

Date and State of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Limited Liability ☐ Other:

Current General Partners: (Names and Addresses) _____

☐ Joint Venture

Date and State of Organization: _____

Joint Venturers: (For each indicate the name, address and form and state of organization, as well as the managing or controlling Joint Venturer if applicable.) _____

☐ Limited Liability Company

Date and State of Organization: _____

Members: (Names and Addresses) _____

☐ Sole Proprietorship

Date and State of Organization: _____

City: (Names and Addresses) _____

____ Other

Type of Organization: _____

State of Organization: _____

Cities and/or Principals: (Names and Addresses) _____

In addition to the above categories of business entities, indicate whether Contractor's organization is certified as a:

____ Disadvantaged Business Enterprise Certified by:

____ Minority Business Enterprise Certified by:

____ Women's Business Enterprise Certified by:

____ Historically Underutilized Business Zone Small Business Concern Certified by: _____

LICENSING AND REGISTRATION

Jurisdictions in which Contractor is legally qualified to practice: (Indicate license or registration numbers for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as necessary.)

In the past five (5) years, has Contractor had any business or professional license suspended or revoked? ____ Yes ____ No

If yes, describe circumstances on separate attachment, including jurisdiction and basis for suspension or revocation.

CONTRACTOR'S PERSONNEL AND APPROACH

Key Construction Personnel. Create and attach Schedule A, listing the Contractor's: 1) Key Construction Personnel who will work on the Project; 2) their construction experience; and 3) the percentage of time that each is anticipated to devote to the Project.

List types of work generally performed by Contractor's own work force:

Subcontractors

Indicate criteria used in the selection of subcontractors (Indicate if Not Applicable).

- ☐ Price
- ☐ Financial strength
- ☐ Bonding capacity
- ☐ Previous experience with Contractor
- ☐ Previous experience in industry
- ☐ Subcontractor's reputation in industry
- ☐ Availability of sufficient personnel
- ☐ Safety record
- ☐ Other: _____

State Contractor's policy on the bonding of its subcontractors: _____

CONTRACTOR'S RELEVANT EXPERIENCE

Past Projects List. In the chart below, list at least five (5) construction projects Contractor has worked on in the past five (5) years with project delivery systems similar in size and scope to the one to be employed for this Project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Completion Date	Contact Name and Number

Current Projects List. In the chart below, list all current projects of the Contractor, including projects not yet underway, approximate dollar value of each, and the percentage of completion of each project. (For Joint Ventures, list each joint venturer's projects separately).

City Name	Project Type	Contract Amount	Percentage Complete	Contact Name and Number

In the past five (5) years, has Contractor had any contracts with Owner? ☐ Yes ☐ No

If yes, identify such projects on a separate attachment and include the contract number and project name.

In the past five (5) years, has Contractor defaulted, been terminated for cause, or failed to complete a construction contract awarded to it? ☐ Yes ☐ No

If yes, describe circumstances on separate attachment, including dates and owner, and if applicable, Contractor's surety.

In the past five (5) years, has any officer, partner, joint venturer, or proprietor of the Contractor ever failed to complete a construction contract awarded to that person or entity in their name or on behalf of another organization? ☐ Yes ☐ No

If yes, describe circumstances on separate attachment, including dates and Owner, and if applicable, surety.

Describe all litigation or claims arising from Contractor's active projects or projects worked on within the last five years. As used in this section, "claim" means a claim process initiated pursuant to a claim or dispute resolution procedure contained in the contract documents. (Attach additional sheets as necessary.)

CONTRACTOR'S SAFETY PROGRAM

If Contractor has a written safety program, attach a copy.

Does the Contractor's safety program include instructions on the following:

Safety work practices ☐ Yes ☐ No

Safety supervision ☐ Yes ☐ No

Toolbox safety meetings ☐ Yes ☐ No

Emergency procedures ☐ Yes ☐ No

First aid procedures ☐ Yes ☐ No

Accident investigation ☐ Yes ☐ No

Fire protection ☐ Yes ☐ No

New workers' orientation ☐ Yes ☐ No

Do you have a safety officer/department in your company? ☐ Yes ☐ No

If yes,

Name: _____

Title: _____

Phone: _____

Do you conduct project safety inspections? ☐ Yes ☐ No

If yes, how often? _____

Who conducts this inspection?

Name: _____

Title: _____

Do you hold project safety meetings for field supervisors? ☐ Yes ☐ No

If yes, how often? ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Less often as needed

Do you have in place an instruction program on safety for newly hired or promoted supervisors?

☐ Yes ☐ No

If yes, please attach a copy of program format.

If craft "toolbox" safety meetings are held, what is their frequency? ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Less often as needed

Do you have a drug and alcohol testing policy? ☐ Yes ☐ No

If Yes, attach a copy of the policy.

Provide Contractor's OSHA No. 300 Log and Summary of Occupational Injuries and Illnesses for the past five (5) years.

List all OSHA Citations and Notifications of Penalty, monetary or other, received within the last five (5) years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

List all safety citations of violations under state law received within the last five (5) years: (Indicate final disposition as applicable. Attach additional sheets as necessary.)

SURETY AND INSURANCE

Surety Company: (Name and Address) _____

Agent: (Name, Address and Telephone Number) _____

Total bonding capacity: \$ _____

Limit per project: \$ _____

Available bonding capacity as of this date: \$ _____

CONTRACTOR FINANCIAL INFORMATION

If requested by the Owner, provide audited financial statements for the past three (3) years, if available, and if not, then reviewed financial statements, including the information required in Section 5 – Financing, above.

State whether Contractor, or any of the individuals identified in Article 1, has/have been the subject of any bankruptcy proceeding within the last five (5) years.

☐ Yes ☐ No

If yes, describe circumstances on separate attachment.

STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

Provide information about any business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or any other Party known to be involved in the Project.

OTHER INFORMATION

Within the past five (5) years, has Contractor, any of the individuals listed in Schedule A, or any officer, director, or manager been the subject of any criminal indictment or judgment of conviction for any business-related conduct constituting a crime under state or federal law? ☐ Yes ☐ No

If yes, describe circumstances on separate attachment.

Within the past five (5) years has Contractor, any of the individuals listed in Schedule A, or any officer, director, or manager been the subject of any federal or state suspension or disbarment? ☐ Yes ☐ No

If yes, describe circumstances on separate attachment.

Within the past five (5) years, has Contractor, any of the individuals listed in Schedule A, or any officer, director, or manager been the subject of any formal proceeding or consent order with a state or federal environmental agency involving a violation of state or federal environmental laws? ☐ Yes ☐ No

If yes, describe circumstances. (Attach additional sheets as necessary.)

REFERENCES

Provide one additional reference for each of the following categories.

1. City

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

2. Architect/Engineer

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

3. Subcontractor

Name: _____

Address: _____

Telephone No.: _____

Contact Person: _____

[SIGNATURE ON FOLLOWING PAGE]

The Undersigned, on behalf of the Contractor, certifies under that the information provided here, or attached to this form, is true and sufficiently complete to the best of the Contractor's knowledge.

CONTRACTOR

Signature _____

Printed Name: _____

Title: _____

Date: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

SEAL

III. ADDITIONAL CONTRACT DOCUMENTS

A. CONTRACTOR AGREEMENT

STANDARD AGREEMENT

I. INTRODUCTION

This Agreement is entered into on _____, 2024 by and between Washington Township ("Owner"), located at 8200 McEwen Road, Dayton, Ohio 45458 and _____ ("Contractor"), located at _____ for the **2024 STREET IMPROVEMENT PROGRAM** ("Project").

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date set forth above. The Owner and the Contractor agree as follows:

1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees; Subcontractors and their agents and employees; and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 COMPLETION. The Project shall be finally completed by: **November 1, 2024**. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner's request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this

Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

1.6 The Contractor agrees to perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Contractor agrees to perform the Work in accordance with any applicable federal, state, or local law or regulation and to cause all subcontractors to comply with the same.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement Addenda
- Invitation to Bid
- Instructions to Bidders
- Prevailing Wage Rates (if Applicable)
- Proposal
- Bid Schedule
- Performance and Payment Bonds
- Delinquent Personal Property Tax & Noncollusion Affidavit
- Affidavit of Authority (If applicable)
- List of Subcontractors
- Contractor Qualification Statement
- General Conditions
- Supplemental or Special General Conditions
- Specifications
- Ohio Department of Transportation Construction and Material Specifications dated 1/1/19
- Supplemental Specifications
- Notice of Award to Bidder
- Notice to Proceed
- Final Affidavit of Compliance with Prevailing Wages
- Plans and Drawings

2.2 Notwithstanding anything set forth in the Contract Documents to the contrary, in the event of any conflict or inconsistency between the terms or provisions of this Contract and the terms or provisions of any of the other Contract Documents, the terms or provisions this Contract shall govern, except where the terms and provisions of the other Contract Documents require the greatest quantity, highest quality, highest degree of safety, most stringent material, equipment or services, more detailed reporting by Contractor, or expands the obligations of the Contractor.

2.3 Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Contract, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

3 OWNER'S REPRESENTATIVE.

3.1 The Owner Engineer and/or his designee or such other person identified by the Owner is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be completed by **November 1, 2024** unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within seven days of the commencement of the delay. The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. The Owner's findings of fact thereon shall be final and conclusive on the parties thereto.

5.1.1 The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to acts of God, public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractor due to such causes, if the Contractor shall provide timely notice as set forth in Section 5.1.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting

for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

5.3 FORCE MAJEURE. The term "Force Majeure Event" means any situation that is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, avoided or removed by such Party, and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, that causes the Party affected to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Agreement, including (a) acts of God; (b) sudden actions of the elements such as floods, earth movements (natural or manmade, except to the extent caused by Contractor), hurricanes or tornados and other abnormal weather (such as a material and unanticipated deviation from the 50-year historic weather conditions applicable to the geographic region as monitored by National Oceanic and Atmospheric Administration); (c); volcanic activity; pandemics or epidemic diseases; (d) war, whether declared or undeclared, or other armed conflict; acts of the public enemy; explosions; civil disturbance; sabotage; (d) riots; (e) labor strikes, lockouts or labor disputes of a regional or national scope or work stoppages (other than those strikes or work stoppages that are specific to such Party or any of its Affiliates or its or their subcontractors or suppliers); (f) terrorism or imminent threats of terrorism or acts of the public enemy, and (g) any act of a governmental authority, including any action, ruling, decree or injunction, which impacts, delays, or causes the Work to be stopped.

Force Majeure shall not include: (i) lack of financial resources of a Party; (ii) material cost increases in commodities or labor; (iii) changes in currency exchange rates or other economic difficulties unless such economic difficulties were themselves caused solely by a Force Majeure Event; (iv) the unavailability of equipment; (v) changes in market conditions; (vi) increased cost of performance by Contractor; or (vii) actions of a governmental authority enforcing compliance with any permit or any failure by such Party to exercise due care to maintain any Permit. The events set out in this paragraph shall not be the basis for an adjustment in the Contract Price or Contract Completion date.

Notwithstanding the foregoing, the COVID-19 coronavirus pandemic, although existing and foreseeable on the Execution Date, shall be deemed a Force Majeure Event solely to the extent that, (i) any disruptions to labor, materials, supplies, or manufacturing directly resulting from quarantines, shelter-in-place orders, or other similar restrictions enacted and enforced by a Governmental Authority (ii) a site shutdown or partial shutdown resulting from an outbreak enacted by the Owner or the Contractor, acting reasonably in accordance with CDC recommendations or the Owner's Covid-19 Job Site Protocol. These COVID-related events shall only be considered a Force Majeure event to the extent such quarantines, shelter-in-place orders, or other similar restrictions were neither in place nor pending as of the Execution Date. For this purpose, any extension of a restriction in place on the Execution Date shall not be deemed a Force Majeure Event. Owner and Contractor agree to work to minimize the impact of any site shutdown or partial shutdown by enforcing the Covid -19 Job Site Protocol.

Contractor shall give notice of the Force Majeure Event in accordance with the notice provisions in Section 5.1. If Owner agrees a claimed event is a Force Majeure Event then Contractor shall only be entitled to an extension of the Contract Completion date.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 13.17 of this Agreement or the resolution of any dispute initiated under such paragraph.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be **[_INSERT CONTRACT SUM_]**. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its Work completed by the Completion Date stated in Paragraph 1.3; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project complete by the Completion Date or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages as follows:

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 90% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, Owner shall hold no further retainage. The Engineer may also, at any time, increase retainage by any amount needed to protect the Owner's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the Owner that are subject to the Contractor's indemnification obligations; or back charges that the Owner may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner: 1) All items from Paragraph 10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the

Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.

13 GENERAL.

13.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

13.2 INSURANCE. Contractor shall obtain the insurance at the limits set forth in the General Conditions.

13.3 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

13.4 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

13.5 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Montgomery County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

13.6 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

13.7 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours

from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

13.8 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

13.9 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

13.10 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

13.11 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to Ohio's Prevailing Wage law if applicable.

13.12 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

13.13 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

13.14 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any

property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

13.15 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

13.16 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under ORC Section 5719.024 is incorporated herein.

13.17 DISPUTES. If a dispute between the parties arises out of or relates to this Contract or the other Contract Documents, or a breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussions between the parties prior to having recourse to a judicial forum. However, disputes between the parties that cannot be mutually resolved shall be decided by litigation in the jurisdiction set forth in Paragraph 13.5 above. Notwithstanding anything to the contrary, during any dispute or judicial proceedings related thereto, Contractor shall continue to perform the Work in accordance with this Contract.

13.18 ILLEGAL GIFTS FROM DONORS. In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio

13.19 FINDING FOR RECOVERY. The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Township any funds paid under this Contract.

13.20 DELINQUENT PERSONAL PROPERTY TAX STATEMENT. The Contractor represents and warrants that it has not charged with delinquent personal property taxes by the Montgomery County Auditor under O.R.C. Section 5719.042. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Township any funds paid under this Contract.

13.21 TERRORIST ORGANIZATION DECLARATION. For all contracts over \$100,000.00, the Contractor certifies and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization ("DMA")."

13.22 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

13.23 COUNTERPARTS. This Contract may be executed in one or more counterparts, each of

which will be deemed an original and all of which together will constitute one and the same instrument.

WASHINGTON TOWNSHIP

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

_____ Date: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

I [_____], hereby certify that I am the fiscal officer for WASHINGTON TOWNSHIP and that the amount of money to wit \$_____ required to meet the cost of the attached Contract between WASHINGTON TOWNSHIP and _____ has been or will be, before the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and such process is completed in the manner required by the Contract Documents.

Date

Finance Director

- B. GENERAL CONDITIONS – See Attached**
- C. GEOTECHNICAL SPECIFICATIONS – N/A**
- D. DRAWINGS – N/A**
- E. SCOPE OF WORK**

The Contractor shall provide all labor, equipment, supervision, administration, financing and insurance necessary to perform the work specified in the specifications. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the Township and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract, the Contractor shall not by reasons of race, sex, creed or color, discriminate against any person in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

The RFP does not attempt to define the entire scope of the work nor all the terms and conditions in the Contract. Rather, the RFP and Contract are intended to be flexible and allow for the successful Bidder to demonstrate its expertise necessary to fully complete the Contract in accordance with the specifications on budget and on time. Washington Township reserves the right to modify the scope of Work at any time before execution of the Contract, as it deems necessary, in its sole judgment, and in the best interest of the public.

DOMESTIC STEEL USE REQUIREMENTS, AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE, APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

PLEASE READ THE SPECS CAREFULLY AS THEY MAY HAVE CHANGED FROM PREVIOUS YEARS. ODOT CMS SPECIFICATIONS (CURRENT YEAR) AND CURRENT TOWNSHIP STANDARD CONSTRUCTION DRAWINGS SHALL GOVERN ANY ITEM WHICH DOES NOT INCLUDE A SPECIFICATION.

The Project shall achieve removal and replacement on the following streets on or before **November 1 2024.**

Item 253 Pavement Repair:.

Description:

This item consists of all Labor, Materials, and equipment needed to remove existing asphalt concrete, brick, concrete, and/or aggregate pavement courses a minimum of 10 inches, shaping and compacting the subgrade per ODOT Item 204 subgrade compaction requirements, placing and compacting 301 Bituminous Asphalt Base in maximum 3-inch lifts. The final lift shall be flush with the adjacent milled pavement surface. Refer to the ODOT CMS for additional information related to

Item 253 Pavement Repair

Basis of Payment:

Payment will be made at the contract bid price under:

ITEM 253 (CU YD) Pavement Repair

Item 254 Pavement Planing, As Per Plan

Description:

This item consists of all Labor, Materials, and equipment needed to planing the existing asphalt Pavement at a variable depth as directed by the engineer. The owner will direct the contractor as to the depth of planning with a maximum thickness of 2 inches. The planing may be variable depth to include but not be limited to eliminate low spots, thickness of existing concrete or asphalt street with an existing overlay or develop cross slope for drainage. All street ends are to be ground at 2 inches deep to create a clean butt joint within the last 10' of the pavement to be resurfaced. The contractor is responsible to properly capture and lawfully dispose of the millings. Refer to the ODOT CMS for additional information related to Item 254 Pavement Planing, As Per Plan

Basis of Payment:

Payment will be made at the contract bid price under:

ITEM 254 (SQ YD) Pavement Planing, As Per Plan

Item 441 – Asphalt Concrete Surface Course Type 1 (448), As Per Plan

Under these items, the Contractor shall furnish all labor, materials, and equipment necessary to place asphaltic pavement and asphaltic concrete base in accordance with the construction plans and the most current edition of the Ohio Department of Transportation Specifications. The existing pavement is to be completely removed and replaced in areas delineated on the construction plans. Washington Township reserves the right to have all asphalt material and subgrade tested at the Township's expense. The Contractor shall submit certificates of the following products to ensure they are in conformance with the referenced specifications:

Asphalt Cements – AASHTO M-226, Table 2

Liquid Asphalts – AASHTO M-81, M-82, M-140, or M-208

All edges of proposed asphalt shall be thoroughly sealed and tack coat shall be adequately applied per ODOT requirements. The contractor shall apply a tack coat of AC to the vertical face of the gutter plate and all butt joints following the pavement grinding and **prior to the asphalt resurfacing** being performed. Additionally the contractor shall apply a 2" ribbon of AC along the vertical face of the gutter edge and at all butt joints **prior to the final asphalt resurfacing**.

The Asphalt Concrete for intersections and drives shall be placed at the same time as the adjacent mainline pavement as directed by the Township.

The successful bidder shall provide the Township a copy of the ODOT 448 job mix formula (data sheets) for each plant that provides asphalt for this project. All mixes shall follow the approved ODOT job mix formula for medium traffic. Mix shall be in accordance with section "403.08 Acceptance Tables".

One copy of the plant ticket shall accompany each load delivered to the paver and shall be presented to the Engineer. A copy of each load ticket shall be supplied to the Engineer. The Contractor will not receive payment for any material that the Engineer does not possess a load ticket for.

ODOT Construction and Material Specifications Item 401.20, Asphalt Binder Price Adjustment, shall not apply to work performed under this Contract.

Basis of Payment:

Payment will be made at the contract bid price under:

ITEM 441 (CU YD) Asphalt Surface Course Type I (448), As Per Plan

Streets	Anticipated Pavement Thickness
Ash Hollow	1.5 inch
Wood Bluff	1.5 inch
Trail Stone	1.5 inch
Timber Brook	1.5 inch
Woodledge	1.5 inch
Meadow Haven	1.5 inch
Goodfield	1.5 inch
Chess Wood	1.5 inch
Quailwood	1.5 inch
Bridlewood	1.5 inch
Nighthawk	1.5 inch
Timberhawk	1.5 inch
Pheasantwood	1.5 inch
Timberwyck	1.5 inch
Green Timber	1.5 inch
Glenwyck	1.5 inch
Waterwyck	1.5 inch
Woodwyck	1.5 inch
Quail Run	1.5 inch
Tanglewyck	1.5 inch
Webbshaw	1.5 inch
Pennfield	1.5 inch
Mistletoe	1.5 inch
Streets	Anticipated Pavement Thickness
Cedar Creek East	2 inch

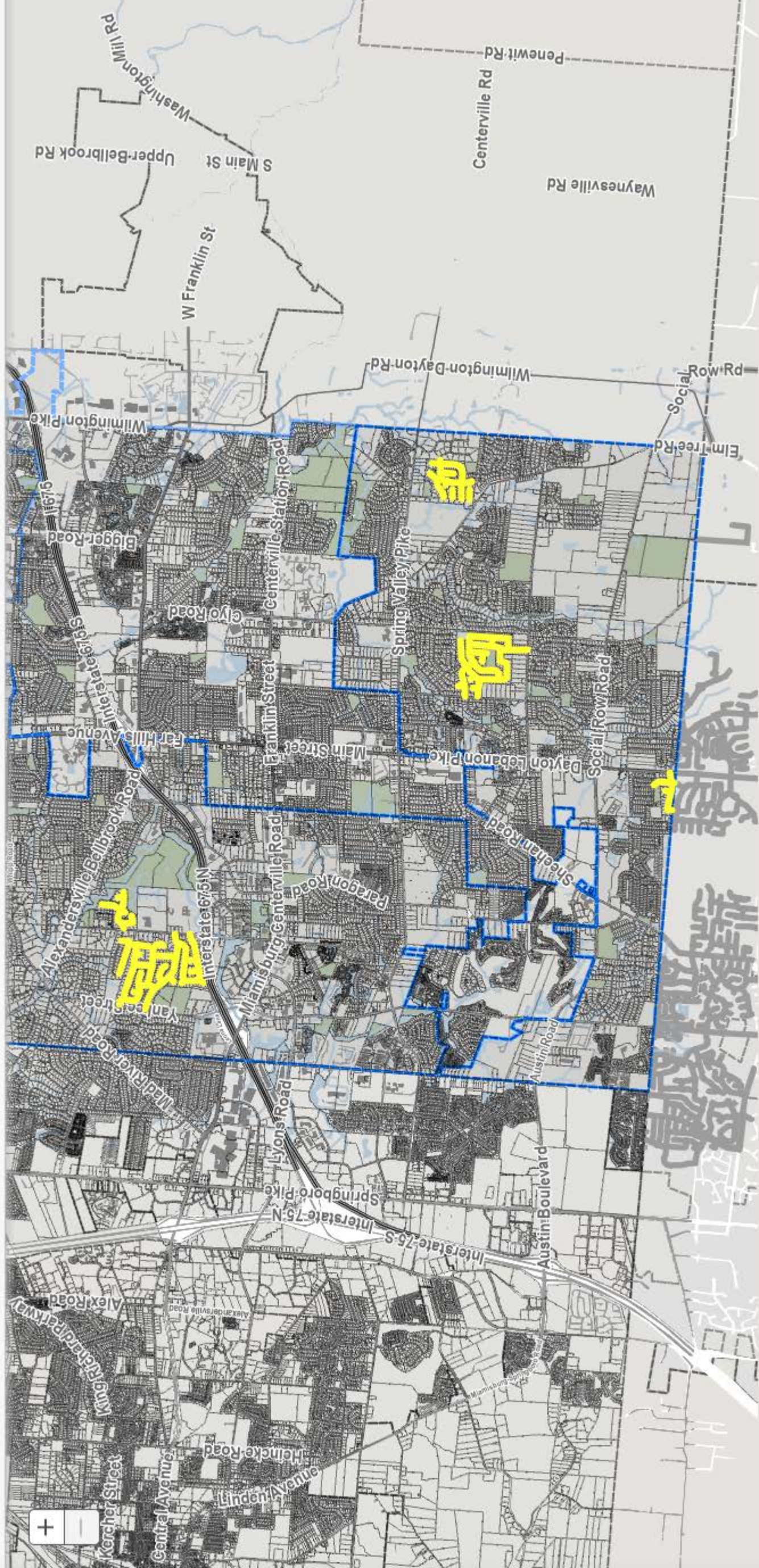
Eastpoint	2 inch
Sycamore Creek	2 inch
Walnut Creek	2 inch
Hidden Oaks	2 inch
Winter Hill	2 inch
Wood Mill	2 inch
Agne	2 inch
Wardmier	2 inch
Roamont	2 inch
Malabar	2 inch
Lindenhurst	2 inch
Resinda	2 inch
Penbrooke	2 inch
Falkmore	2 inch
Beaushire	2 inch
Southpoint	2 inch
Agate	2 inch
Gem	2 inch
Beryl	2 inch
Turquoise	2 inch
Jade	2 inch
Onyx	2 inch

Note: In general the streets with 1.5 inch thick asphalt surface are asphalt streets and the streets with 2 inches are concrete streets with an asphalt overlay

F. PREVAILING WAGE DOCUMENTS AND LIEN WAIVER

Q Search by address

Map Filter



PAYROLL INFORMATION

PROJECT: 2024 STREET IMPROVEMENT PROGRAM

I, _____ (Name),

_____ (Title) of _____
(Company Name), state the following:

1. That I pay or supervise the payment of the persons employed by _____ (Company Name) on the above-referenced project.

2. That during the payroll period commencing on the _____ day of _____, 202_, and ending on the _____ day of _____, 202_ all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor/Subcontractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the full wages earned by such persons, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

3. That any payrolls otherwise under this Agreement for Construction (the "Agreement") required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Agreement; and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That (check applicable box):

☐ a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits listed in the Agreement have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 below.

☐ b. WHERE FRINGE BENEFITS ARE PAID IN CASH:

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Agreement, except as noted in Section 4 below.

c. Exceptions:

Exception (Craft):

Explanation:

Remarks:

(Signature)

--

(Print Name and Title)

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the O.R.C.

FINAL AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGES

PROJECT: 2024 STREET IMPROVEMENT PROGRAM

STATE OF _____

COUNTY OF _____, SS:

I, _____, (Name of person signing the affidavit)
_____ (Title) do hereby certify that the wages paid to all employees of
_____ (Company Name) for all hours worked on
project the: **2024 STREET IMPROVEMENT PROGRAM**

located at miscellaneous locations throughout the Township during the period from
_____ to _____ are in compliance with the Prevailing Wage
requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions
have been or will be made, directly or indirectly, from any wages paid in connection with this project,
other than those provided by law.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed in my presence this ____ day of _____, 2024.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the
Contractor/Subcontractor who supervised the payment of employees, before Washington Township
will release the surety and/or make final payment due under the terms of the Agreement.

CONTRACTOR'S LIEN WAIVER AND RELEASE AGREEMENT

Project: **2024 STREET IMPROVEMENT PROGRAM**

The undersigned hereby acknowledges receipt of payment from Washington Township ("Owner") for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Claim as required by the Contract Documents. The undersigned acknowledges and agrees that this waiver and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Owner, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Claim as required by the Contract Documents, a copy of which has been delivered to the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation, or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Contractor Name: _____

Authorized Signature: _____

Title: _____

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by _____.

Signature and Seal of person taking acknowledgement:

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHevHwy

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHwy3

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

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

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2023ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$33.74		\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$52.76	\$69.63
Apprentice	Percent											
1st Year	70.00	\$23.62	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.64	\$54.45
2nd Year	80.00	\$26.99	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.01	\$59.51
3rd Year	90.00	\$30.37	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.39	\$64.57

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy

Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

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

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2023ibLoc18hevhwyl

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

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Special Jurisdictional Note :

Details :

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

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

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

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

Generators.

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2023ibLoc18zone3

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$41.49		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Group B	\$41.37		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Group C	\$40.33		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Group D	\$39.15		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Group E	\$33.69		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$41.74		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
Cranes & Mobile Concrete Pumps 150'-180'	\$41.99		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.24	\$79.23
Cranes & Mobile Concrete Pumps 180'-249'	\$42.49		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.74	\$79.98
Cranes & Mobile Concrete Pumps 249' and over	\$42.74		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.99	\$80.36
Apprentice	Percent											
1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04
Field Mechanic Trainee												

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

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

Master Mechanics - Master Mechanic

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 162

Change # : LCN01-2023ibLoc162

Craft : Plumber/Pipefitter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$40.00		\$11.75	\$10.87	\$0.90	\$0.00	\$3.35	\$0.00	\$0.00	\$0.00	\$66.87	\$86.87
Apprentice Indentured AFTER 6/1/2002	Percent											
1st Year	51.00	\$20.40	\$11.75	\$3.26	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.91	\$46.11
2nd Year	55.90	\$22.36	\$11.75	\$5.69	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.34	\$51.52
3rd Year	60.80	\$24.32	\$11.75	\$8.53	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.18	\$57.34
4th Year	72.45	\$28.98	\$11.75	\$10.63	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.02	\$66.51
5th Year	80.40	\$32.16	\$11.75	\$10.87	\$0.74	\$0.00	\$3.35	\$0.00	\$0.00	\$0.00	\$58.87	\$74.95

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice
2 - 4 Journeymen to 2 Apprentices
5 - 7 Journeymen to 3 Apprentices
8 - 10 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Wage rate covers: all plumbing, pipefitting, heating, refrigeration and air conditioning work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor Local 1410 Building

Change # : LCN01-2023ibLoc1410

Craft : Laborer Effective Date : 04/05/2023 Last Posted : 04/05/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$30.35		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.10	\$58.28
Group 2	\$30.95		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.70	\$59.17
Group 3	\$31.45		\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.20	\$59.92
Apprentice	Percent											
Building Laborer 1-1000 hrs	60.00	\$18.21	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.96	\$40.07
1001-2000	70.02	\$21.25	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$34.00	\$44.63
2001-3000	80.00	\$24.28	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.03	\$49.17
3001-4000	89.99	\$27.31	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.06	\$53.72
More than 4000 hrs	100.00	\$30.35	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.10	\$58.28

Special Calculation Note : \$0.10 LECET is for Labor Management.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CHAMPAIGN, CLARK, DARKE, GREENE, LOGAN,
MIAMI, MONTGOMERY, PREBLE

Special Jurisdictional Note :

Details :

Group 1

Building & Construction Laborer, Railroad Laborer, Asbestos & Hazardous Waste (Levels A,B,C, & D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, All Machine & Power Driven Tools, Sandblaster

Yardman-Landscaping, Sewer Jet, Waterperson, Tool Cage Laborer, Unloading Furniture & Fixtures, Final Clean-Up

Watchman, Residential Construction, Signal Men

Group 2

Mason Tender For Bricklayers, Flexcore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks), Plasterer Tenders & Lathers

Group 3 Tender Operator

Asbestos, Lead and Hazardous Material:

The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of all enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement or asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Level A

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves.

Level B

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

Level C

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters.

Level D

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2023ibLocalHevHwy3

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

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

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Guniting Nozzle Person

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

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