

**CLERMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

BID PACKAGE

IVY POINTE BOULEVARD EXTENSION

PROJECT NO. 95295

UNION TOWNSHIP

CLERMONT COUNTY, OHIO

TABLE OF CONTENTS

IVY POINTE BOULEVARD EXTENSION

PROJECT NO. 95295

SECTION I	<i>Notice to Contractors</i>	<i>1</i>	<i>Page(s)</i>
SECTION II	<i>General Instructions to Bidders</i>	<i>4</i>	<i>Page(s)</i>
SECTION III	<i>General Provisions</i>	<i>14</i>	<i>Page(s)</i>
SECTION IV	<i>Bid Proposal and Bid Guaranty</i>	<i>10</i>	<i>Page(s)</i>
SECTION V	<i>Affidavits</i>	<i>2</i>	<i>Page(s)</i>
SECTION VI	<i>Prevailing Wage Rates</i>	<i>83</i>	<i>Page(s)</i>
SECTION VII	<i>Sample Contract and Change Order Form</i>	<i>2</i>	<i>Page(s)</i>
<i>TOTAL</i>		<i>116</i>	<i>Pages</i>

SECTION I

Notice to Contractors

LEGAL NOTICE TO CONTRACTORS

The Clermont County Transportation Improvement District (CCTID), in cooperation and coordination with the Clermont County Engineer's Office, will be accepting sealed bids for the furnishing of all labor, equipment, and materials needed to construct PROJECT NO. **95295: IVY POINTE BOULEVARD EXTENSION**, in accordance with the Ohio Department of Transportation Construction and Material Specifications(effective January 1, 2013 and its revisions and supplements), Standard Construction Drawings, Standard Bridge Drawings, Ohio Manual of Uniform Traffic Control, The State of Ohio Department of Transportation Bridge Design Manual, and other applicable standards in force on the date of letting and in accordance with the Project Specifications and Construction Plans on file in the office of the Clermont County Engineer. This project is located at the roundabout on Ivy pointe and extends to Aicholtz Road, in UNION Township. The Engineer's estimate for this project is \$2,500,000.00.

All bids must be submitted in a sealed envelope marked: **BID: PROJECT 95295, IVY POINTE BOULEVARD EXTENSION**, and received in the office of the Clermont County Engineer, 2381 Clermont Center Drive, Batavia, Ohio 45103, no later than 2:00 P.M. Local Time on Thursday, **August 21, 2014** after which time all bids shall be opened and read publicly. Instructions to Bidders, Specifications, Bid Documents, and Plans detailing the terms and conditions of the proposed improvement may be obtained by the interested Bidders from the Clermont County Engineer's Office, 2381 Clermont Center Drive, Batavia, Ohio 45103, at a non-refundable cost of twenty-five (25) dollars each. The telephone number is (513) 732-8857. The Fax number is (513) 732-8875.

The CCTID reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action thereon, and to award a contract to the lowest and best bidder.

Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his bid a bid guaranty in the form of either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of the Performance Bond, the bidder may submit a combined Bid Guaranty and Contract Bond, in conformance with Section 153.571 of the Ohio Revised Code, with the Bid Proposal. Bid security in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

Bidders must comply with the prevailing wage rates on Public Improvements in Clermont County, Ohio as determined by the Ohio Department of Industrial Relations.

This notice will also be posted on Clermont County's website at the following URL link www.goclermont.org

In order to view the legal notice please click on the link "announcements" located on the Home Page.

CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
CLERMONT COUNTY, OHIO

SECTION II

General Instructions to Bidders

GENERAL INSTRUCTIONS TO BIDDERS FOR PUBLIC IMPROVEMENTS

IVY POINTE BOULEVARD EXTENSION, UNION TWP.

PROJECT NO. 95295

SECTION 100 ITEM BID (DESCRIPTION OF WORK)

- 100.1** Work under consideration for bidding purposes shall be that Work as shown on the Project Plans and Specifications to provide all the labor and materials necessary to construct PROJECT NO. **95295: IVY POINTE BOULEVARD EXTENSION**, located in UNION Township, in Clermont County, Ohio, in accordance with the Project Specifications and Construction Plans (the "Specifications") on file in the office of the Clermont County Engineer. This project is located at the roundabout on Ivy pointe and extends to Aicholtz Road in UNION Township.
- 100.2** All bids submitted for consideration by the CCTID must comply with these instructions in order to be considered. These instructions set forth minimum requirements as the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the Specifications, the specification requirements shall prevail. It is intended that the Specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the CCTID with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting rights, remedies, discretion and/or latitude to the CCTID, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

SECTION 200 THE CCTID

- 200.1** The CCTID is the Clermont County Transportation Improvement District, 2381 Clermont Center Drive, Batavia, Ohio 45103, and is referred to throughout the Contract Documents as if singular in number.
- 200.2** The CCTID is exempt from State sales tax. Contractors shall provide Exemption Certificate to the CCTID for signature as required. Each Contractor and subcontractor must procure Vendor's License as required by law. Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

SECTION 300 ENGINEER

- 300.1** The term "Engineer" shall be taken to mean the Clermont County Engineer.

SECTION 400 SUBMISSION OF BID PROPOSALS

- 400.1** Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder, and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.
- 400.2** All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.
- 400.3** Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with its bid a bid guaranty in the form of

either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of a Performance Bond, bidder may submit a Combined Bid Guaranty and Contract Bond in conformance with Ohio Revised Code Section 153.571 with the proposal. Each bond must be accompanied by an effectively dated Power of Attorney which authorizes the agent to sign on behalf of the surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

- 400.4** All bidders are required to submit the following affidavits with their bid proposal and the successful bidder will be required to enter into a written contract with the CCTID (the "Contract") within ten (10) days of the notification of the award thereof:

(A) Non-Collusion Affidavit

(B) Affidavit Affirming Compliance with 9.24 and 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become part of the contract document. Failure to include the two (2) above-referenced affidavits will disqualify the bid submitted for consideration. Should a bid be awarded, and the CCTID later determine that the affidavit was incorrect or falsified, the Contract shall be immediately canceled and the bidder subject to the penalties and damages, both civil and criminal, as provided by law and this Contract.

- 400.5** The CCTID reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking any action.

- 400.6** Submit all information in duplicate.

- 400.7** The Proposal forms furnished with these documents shall be completed in full; in writing in ink (or typewritten) and signed in ink. Affix the corporation seal on the proposal forms.

- 400.8** Proposals are due at the place, date, and time indicated in the Legal Notice and will be opened publicly and read aloud.

- 400.9** All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

- 400.10** Contractor hereby agrees to defend, indemnify, and hold the CCTID, Clermont County, and the Engineer, and their respective officers, trustees, commissioners, employees, members, agents, and volunteers harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the Contractor's performance or failure to perform the work required under this Contract and shall pay any liabilities, judgments (including reasonable attorney's fees and litigation expenses) or losses.

- 400.11** All materials and exhibits submitted in the bid response shall become the property of CCTID and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section

149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

SECTION 500 GENERAL BID SPECIFICATIONS

- 500.1** Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of the Engineer and/or the CCTID. When required in the specifications, bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.
- 500.2** Reference to a particular trade name, manufacturer's catalog or model number for descriptive purposes is intended to guide the bidder in interpreting the requirements of the Engineer and/or the CCTID and should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.
- 500.3** Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the CCTID may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any such default, or damages, costs, or expenses arising therefrom.
- 500.4** In case of default by the bidder or Contractor, CCTID may procure the articles or service from other sources without further advertising and shall hold the Bidder or Contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

SECTION 600 INTERPRETATION OF DOCUMENTS

- 600.1** If the Bidder is in doubt as to true meaning of any part of Drawings, Specifications, or other Contract Documents, submit a written request for an interpretation therefor to the Engineer and the CCTID. The Bidder making a request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued to each prospective Bidder. Neither the CCTID nor the Engineer will be responsible for explanations or interpretation of the proposed Documents except as issued in accordance therewith.
- 600.2** Addenda may be issued not later than 3 working days preceding bid due date. Questions requiring interpretation within 3 working days of bid due date will be recorded and answered during the bid negotiations preceding the signing of the contract or may result in an extension of the bid due date at the sole discretion of the CCTID.

SECTION 700 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- 700.1** The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and Contract.

- 700.2** Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by boring or test pits, permits for which will be issued by the Owner. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.
- 700.3** The CCTID and the Engineer does not make any representation of soil or foundation conditions or materials, nor does it represent that drawing may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

SECTION 800 AWARD OF CONTRACT

- 800.1** The selection of the bidder is at the sole discretion of the CCTID. **PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION**, will be awarded as soon as practicable, after opening of bids.
- 800.2** In determining the Bidder, the CCTID will consider, but not be limited to, the following criteria in addition to the Bid Amount:
- A. Bidder involved maintains permanent place of business.
 - B. Bidder has adequate equipment and facilities to perform work properly and expeditiously.
 - C. Bidder has suitable financial status to meet obligations incident to work.
 - D. Bidder has appropriate technical experience.
 - E. Bidder can complete work in timely and expeditious manner.
- 800.3** When analyzing the bids submitted, superior design, technology, workmanship, materials, size of component parts, operating costs, warranty, service facility etc. will be considered in addition to the price of the bid. It is CCTID's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use. CCTID will consider awarding the Contract to the lowest and best bidder, but reserves the right to reject any or all bids.
- 800.4** The CCTID further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the Contract Documents to the CCTID's satisfaction within the prescribed time limits. In order to facilitate this investigation, the apparent lowest and best bidder may be required to complete a Bidders Qualification Questionnaire.

SECTION III

General Provisions

GENERAL PROVISIONS

CLERMONT COUNTY, OHIO

IVY POINTE BOULEVARD EXTENSION, UNION TWP.

PROJECT NO. 95295

The Specifications, General Instructions, General Provisions and Special Provisions contained herein are Contract Documents, together with, the State of Ohio, Department of Transportation, Construction and Material Specifications incorporated in the Contract and not specifically excluded, and are to be read in conjunction with said ODOT Specifications. It is intended that the Specifications, General Instructions, General Provisions and Special Provisions governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the CCTID with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting greater rights, remedies, discretion and/or latitude to the CCTID, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

SECTION 100 DEFINITIONS

- 100.1 CCTID** - Whenever the word "CCTID" is used, it shall be held to mean the Clermont County Transportation Improvement District, Clermont County, Ohio. The word "CCTID" shall also be substituted for the words "Director" or "Department" as specified in the State of Ohio, Department of Transportation, Construction and Materials Specifications. The word "CCTID" shall also mean "Owner."
- 100.2 Engineer** - Whenever the word "Engineer" is used, it shall be held to mean the County Engineer of Clermont County, the Engineer's Deputy, Project Supervisor, or Inspectors delegated by the Engineer to supervise or inspect the work. The same interpretation shall apply to the word 'engineer' as used in the State of Ohio, Department of Transportation, Construction and Materials Specifications.
- 100.3 Bidder** - An individual, firm, or corporation submitting a bid for the advertised work, acting directly or through the duly authorized representative, and qualified as provided in the Ohio Revised Code.
- 100.4 County** - Shall, at all times, mean Clermont County, Ohio.
- 100.5 Estimates** - Payments to the Contractor for work, labor, or materials whether partial or final payment.

SECTION 200 PROVISIONS AND PROPOSALS

- 200.1 Plans** - The official plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the CCTID which show the location, character, dimensions and detail of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.
- 200.2 Special Provisions** - Specific clauses included hereafter setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal

and estimate but not satisfactorily covered by the general specifications. **Note: All Special Provisions (Technical Specifications) can be found on the corresponding Construction Drawings included as part of this bid package.**

- 200.3 Supplemental Agreements** - Written agreements executed by the CCTID covering alterations necessary to the project as herein after provided.
- 200.4 Delivery of Proposal** - The proposals for each project shall be placed together with the proposal guaranty, in a sealed envelope so marked as to indicate the identity of the project and the name and address of the bidder. If forwarded by mail, said envelope shall then be placed in another envelope which shall be sealed and addressed as indicated in the "Notice to Contractors." The proposal will be received until the hour and date set for the opening thereof and must be in the hands of the CCTID by such time. Proposals received after the time set for receiving bids and/or opening bids shall be returned to the bidder unopened.
- 200.5 Proposal Guaranty** - Each Bidder is required to submit with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code which specifies that each proposal must be accompanied by a bond in the sum of one-hundred (100) percent (%) of the amount bid or a certified check, cashier's check or irrevocable letter of credit in the sum of ten (10) percent (%) of the amount bid as a guarantee that, if the proposal is accepted, a contract shall be entered into. If a check is filed, it shall be made payable to The Clermont County Transportation Improvement District. If a surety bond is posted, it shall be made out to the Clermont County Transportation Improvement District.
- 200.6 Proposal Withdrawal** - A bidder may withdraw its proposal, provided the request in writing is in the hands of the CCTID before the time set for opening proposals. When such proposal is withdrawn it will be returned to the bidder unopened.
- 200.7 Public Opening of Proposals** - Proposals will be opened and read publicly at the time and place designated by the CCTID. Bidders, their authorized agents, and the public are invited.
- 200.8 Consideration of Proposals** - After the proposals are opened and read, they will be compared on the basis, if a unit price proposal, of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In event of a discrepancy between unit bid prices and extensions thereof, the unit price bid shall govern. In the event lump sum items are included in the proposal, the final correct total of the proposal, after all unit price corrections are made, if any, shall govern. The CCTID will consider all properly submitted proposals, reserves the right to reject any and all bids, and if a Contract is awarded, may award it to the lowest and best bidder.
- 200.9 Disqualification of Bidders** - Not more than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will be considered for one project. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which the bidder is interested. The bidder shall make a non-collusion affidavit, which is properly executed and part of the proposal. Proposals in which the prices obviously are unbalanced may be rejected. Contracts will be awarded only to responsible bidders capable of performing the class of work contemplated. The CCTID reserves the right to reject any or all bids.
- 200.10 Materials and Workmanship** - Any additional items required, including labor, equipment, and/or materials, but not listed as a separate pay item in the proposal, shall be furnished, installed, removed etc. as incidental to the contract, except where noted on the plans and in the specifications.
- 200.11 No Waiver of Legal Rights** - Neither the inspection by the CCTID and/or Engineer or by any of their duly authorized agents, nor any order, measurement, or certificate by the Engineer, or said agents, nor any order by the CCTID and/or Engineer for the payment of money, nor any payment for, nor acceptance of, any work by the CCTID and/or Engineer, nor any extension of time, nor any

possession taken by the CCTID or its duly authorized agents, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the CCTID, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

200.12 Laws to be Observed - The Contractor warrants that it is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of all political subdivisions, of the Workman's Compensation Laws, ordinances and regulations in any manner affecting the conduct of the work and it shall defend, indemnify, and save harmless Clermont County, Ohio and its representatives against any claims arising from the violation of any such law, ordinance or regulation, either by the Contractor or its agents, servants or employees or the negligence of such Contractor, agent, servant or employee.

200.13 Home Office Overhead Calculations – ODOT Specification 109.05.D.2.f is specifically excluded from incorporation into the Contract. In the event of a compensable delay for which Contractor seeks to recover its unabsorbed Home Office Overhead expenses, Contractor and the CCTID agree that the HOOPS formula is not an appropriate or accurate measurement of such damages under the Contract and that the Eichleay Formula is the sole measure of such allowable damages provided that Contractor can prove entitlement to such damages under the Eichleay formula as applied by the Courts of Ohio.

SECTION 300 CONTRACTS

300.1 Requirements of Contract Performance Bond – Provided that the successful Bidder has not previously submitted a combined Bid Guaranty and Contract Bond with the Bid Proposal, the successful bidder must, within ten (10) days after the award to him, and before entering into contract, furnish a bond in form consistent with the requirements of Section 153.54 and related sections of the Ohio Revised Code, to the approval of, and of the form prescribed by the CCTID, in an amount equal to one-hundred (100) percent (%) of the full amount of the bid. Said Performance Bond shall have a date of validity until "final payment" is deposited with the Contractor or until a later date as required.

300.2 Execution of Contract - The Contract shall be signed by the successful Bidder and returned, together with the performance bond, if applicable, within ten (10) days after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the CCTID until the execution of the Contract and performance bond.

300.3 Failure to Execute Contract - Failure to execute and file an acceptable performance bond, if applicable, and as provided herein within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the bid guaranty to CCTID, not as a penalty, but as liquidated damages. Award may then be made to the next lowest and best bidder or the work may be readvertised, as determined by the CCTID. Said forfeiture shall be guided by the provisions of Section 153.54 of the Ohio Revised Code.

300.4 Lump Sum Contract - If the work is let on the basis of a lump sum contract, the estimated quantities of work are only approximate, although the result of calculations, and the bidder must obtain and be responsible for the data upon which it based its bid. It shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the contract and complete the project are greater than said estimate quantities, and assumes all risks for any mistakes in calculations.

300.5 Specifications Governing This Project - The terms and conditions of the Contract Documents will govern this Project, including but not limited to these general provisions, provisions set forth in any proposal notes, and the 2013 "ODOT Specifications" (the State of Ohio Department of Transportation Construction and Materials Specifications effective January 1, 2013 its revisions and supplements). CCTID will be substituted where the specification refers to the Director.

Notwithstanding the foregoing, the following ODOT Specifications are specifically excluded from this Contract:

300.5.1 Excluded ODOT Specifications:

Section 102.01, 102.03, 102.06, 102.09, 102.10, 102.11, 102.14, 103.01, 103.02, 103.04, 103.06, 103.07, 104.02, 105.05, 105.13, 107.04, 107.13, 108.01, 108.02 (A), 108.08, 108.09, 108.11, 109.05(D), 109.06, 109.09, 109.10, 109.12 (A) 109.12 (B), 109.12 (C), 109.12 (D), 109.12 (E), 401.20.

300.5.2 Interpretation/Precedence - It is intended that the specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised code as set forth herein, and any attachment(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the CCTID with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the CCTID, or imposing the greater duty, standard, responsibility or obligation on the contractor shall govern.

300.6 Entire Agreement. The Contract Documents contain the entire agreement between Contractor and CCTID, and no oral statements or prior written matter not specifically incorporated therein shall be of any force or effect. The Contract may not be modified except by a written document executed by both parties thereto.

SECTION 400 CCTID and ENGINEER, WORK, AND PLANS

400.1 Authority of Engineer - The Engineer, in consultation with the CCTID: (a) has immediate charge of the engineering details of each construction project; (b) is responsible for the administration and satisfactory completion of the project; and (c) has the authority to reject defective material and to suspend any work that is being improperly performed.

400.2 Errors and Omissions - The Right is reserved by the CCTID, in consultation with the Engineer, to correct by change order any errors or omissions in said plans or specifications wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

400.3 Interpretation of Estimates - The quantities listed in the Bid Proposal form(s) are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidder are to be tendered expressly for the scheduled quantities which later may be increased or decreased within the restricting limits herein after stipulated. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern and the CCTID and/or Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

400.4 Pre-Construction Meeting - After the award of the contract and before beginning any work, the Contractor and its superintendent, shall meet with the Engineer for a pre-construction meeting, to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittals, changes, etc. as called for in the Contract Documents shall be made at this time unless otherwise directed.

400.5 Use of Premises - The Contractor shall confine its equipment, tools, the storing of materials, and the operation of its workmen within the right-of-way and/or work limits as approved by the Engineer. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

400.6 Dust, Water Pollution, and Erosion Control - The Contractor shall be responsible for complying with the Water Management and Sediment Control Regulations of Clermont County that are in effect at the date of letting. The Contractor shall employ measures to prevent or control spills of

fuels or lubricants from entering the waters of the state and submit a contingency plan to the Engineer to be effective in the event of a spill. Dust shall be kept to a minimum.

- 400.7 Coordination of Plans, Specifications, and Special Provisions** - The specifications, plans, special provisions, and all supplementary documents are essential parts of the contract and a requirement appearing in one is as binding as though in all. They are intended to be cooperative, to describe and provide for a complete work. In case of a discrepancy, figured dimensions shall govern over scaled dimensions and special provisions shall govern over both specifications and plans.

SECTION 500 PROGRESS OF WORK AND QUANTITIES

- 500.1 Extra Work** - Unforeseen or other work made necessary by minor alterations of the plans, or necessary to complete the proposed improvement contract, shall be deemed extra and shall be performed by the Contractor in accordance with the specifications and as directed; provided, however, that before any extra work is started the Contractor has been authorized by the Engineer in writing to do the work. When the nature of the work required is such that the exact amount of work to be done cannot be determined precisely, the Contractor shall proceed only when authorized to do so by the Engineer.

- 500.2 Incidental Work at Contractor's Expense** - All work done by the Contractor, specified or mentioned in the plans or specifications, as well as any minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being part of any included in the contract. The Contractor will not be entitled to any extra or additional compensation for the same.

- 500.3 Increased or Decreased Quantities** - The CCTID reserves the right to make such alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and no conditions or provisions of the contract shall be ordered in writing and that equitable adjustment of compensation shall be agreed upon; provided further that before the work is started on any such alteration at the opinion of the CCTID a Supplemental Agreement setting forth the adjustment shall be executed by the CCTID and the Contractor. The Contractor shall perform the work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

- 500.3.1** All change orders shall be in writing. The CCTID shall not pay any increase in expense, and Contractor agrees that it waives all right to payment for extras or otherwise valid claims for extras or change order work performed without first (a) complying with the notice provisions set forth below and (b) obtaining a prior approved change order.

- 500.3.2 Unit Prices for Remediation of hazardous materials.** Contractor acknowledges that work for the CCTID under this Contract may involve the risk of encountering petroleum contaminated soils (PCS) or other hazardous materials during construction excavation and other work... Contractor agrees and represents that the nature of the Contract Work is such that any soil borings or similar analysis by CCTID or its Engineer or consultants may not indicate the complete and full amount of contaminated soils and that Contractor may encounter more extensive or additional PCS or other hazardous materials contamination during construction excavation than indicated in any soil borings or other tests. Contractor represents that its unit price bid for any remediation work involving hazardous materials includes all costs and considerations arising out of or relating to the work involved, including the cost of schedule impacts as a whole, all delay-related costs (including but not limited to extended home office overhead, extended field conditions, extended site conditions, labor) and all costs to excavate, store, test, transport, and dispose of contaminated materials. The original Contract unit price shall thus cover all expenses and impacts associated with remediation and handling of both the contaminated soils identified in any environmental studies plus those actually discovered during construction. Contractor's payment for any required remediation work thus shall be at the original Contract unit price for the agreed quantities of the work in question and shall constitute full and final reimbursement of Contractor for the work and settlement of all claims arising out of or pertaining to the work

regardless of whether the Contract items vary in any respect from the estimated quantities. Notwithstanding the foregoing, CCTID has sole discretion to determine that an original Contract unit price would not be fair to CCTID or result in a windfall to Contractor, and may by notice to Contractor enter into negotiations over a reasonable price for excess contract work involving contaminated soils.

500.4 Claims and Notice - Contractor shall submit to CCTID and Engineer any requests or claims for adjustment in the Contract Price, Time, or other provisions of the Contract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, for unforeseen causes, unanticipated site conditions, and for any other circumstance otherwise permitted by law or the Contract Documents within five (5) days of the act or occurrence giving rise to the claim and before Contractor proceeds to perform any extra work and seek a confirmation of receipt from CCTID and Engineer. Within ten days after providing such written notice, Contractor shall submit a written statement to the owner setting forth in detail: (1) the nature and cause of the claim and the specific provision of this Contract which support such claim; (2) specific references to the details of the Drawings and any Specifications that are affected by the claim; and (3) an itemized and substantiated statement of the amount of the claim, or of the time extension support by such documentation as the Owner may reasonably request. Failure to provide such notice and said confirmation procedure within the five day period, or to comply with said written statement procedures within the ten day period, shall constitute Contractor's waiver of the right to compensation or time for the act or occurrence in question. Any increase in the Contract price, or extension in the Contract Time resulting from such claim or change may only be effected by an authorized written Change Order signed by CCTID.

500.5 Certification of Claims and Written Statement. All written statements (as set forth above in 500.4) and claims made by Contractor, or by any subcontractor or supplier of any tier through Contractor, shall be accompanied by a sworn and notarized certification by the designated representative of Contractor having overall responsibility for Contractor's affairs, stating: (1) the claim is made in good faith; (2) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; (3) the amount requested accurately reflects the contract adjustment for which Contractor believes the CCTID is liable. For subcontractor claims Contractor may not rely on subcontractor certifications but must conduct an evaluation reasonably sufficient to certify the claim as stated above, Contractor's certification of a false or inaccurate claim will entitle CCTID to recover its costs of investigating, evaluating, and defending such including but not limited to attorney, accountant and expert fees, from Contractor and/or the individual certifying the claim. Failure to provide a full and complete Certification required at the time the claim or written statement is provided shall constitute Contractor's waiver of the right to the relief it has requested but failed to properly or timely certify.

500.6 Date of Completion - The Contractor shall have completed the work on or before the calendar date and/or time period specified in the Bid Proposal. Otherwise the CCTID may proceed per Sections 500.7 and 500.8 of these Specifications. If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the CCTID shall postpone the completion date by the number of calendar days they determine.

500.6.1 Delays for Cause. When delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to calamities, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, strikes, except those caused by improper acts or omissions of the Contractor, extra ordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes (acts of Government) or calamities, the time of completion shall be extended in whatever amounts determined by the CCTID to be equitable, provided notice and certification has been given as required above.

500.6.1.1 A "Calamity" is construed to mean an earthquake, flood, cloud burst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make allowances for.

500.6.1.2 **Delays and Time Extensions when the proximate cause is the act or inaction of the CCTID.** If the Contractor is delayed in the progress of the work by causes reasonably beyond its control and through no fault of its own, and the proximate cause of the delay is the CCTID's actions or inactions (within the meaning of ORC §4113.62(C)(2)), the Contractor shall be entitled to a reasonable time extension and extended field general conditions in a reasonable amount as determined by the CCTID after consultation with its Consultant, Construction Manager, or Architect, if any. In addition, Home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio and such unabsorbed home office overhead shall (a) be based on business days lost to the critical path of the Project and (B) only be allowed if the cumulative delay in question to the critical path exceeds fourteen (14) days. Contractor represents and agrees that any such extension of time, extended field general conditions, and Eichleay Damages shall be the Contractor's sole remedy and measure of "delay damages" and Contractor represents as a material inducement to CCTID to enter this Contract, that Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.

500.6.2 No time extensions will be granted for any delay or suspension of the work due to fault of the Contractor.

500.6.3 Postponement of the completion date shall be immediately recorded by the appropriate journal entry by the CCTID and the Contractor formally advised. If the CCTID should suspend the work in whole or in part as provided in Section 500.8 of these specifications, the date of completion shall be extended the number of days that the suspension directly or indirectly delays completion of the work.

500.6.4 If the CCTID for any reason extends the completion date, the extension of time shall not relieve the bond annexed this agreement or the sureties thereon from any of the obligations therein expressed.

500.6.5 If the Contractor files any bankruptcy related action such as Chapter 7 or Chapter 11 or placed in receivership, the CCTID may terminate this Contract and seek alternative completion. The Contractor will be paid for work completed to date, less any damages or expenses incurred by the CCTID in re-bidding the project, awarding it elsewhere, or completing it itself.

500.7 CCTID to Complete Work In Case of Failure - If in the opinion of the CCTID, the Contractor has not commenced the work, within a reasonable time or does not carry the same forward with reasonable progress, or is improperly performing its work, or has abandoned or fails or refuses to complete the work under the provisions of these specifications and the Contract, said CCTID shall have full power and authority to enter upon and construct said improvement or any part thereof either by Contract, force account, or in such manner as it may deem for the best interest of the public; paying in full costs and expenses thereof from the balance of the Contract price unpaid to the Contractor. In case there is insufficient balance to pay for the work, the CCTID shall require the Contractor, or the surety on its bond, to pay the cost of completing the work.

500.7.1 The CCTID shall withhold estimates, or partial estimates, that may be due the Contractor for work performed to date, until it has fulfilled all the provisions mentioned above the extension of time.

500.7.2 If the conditions beyond the control of the CCTID or Contractor prevent the completion of the project, such as (but not limited to) changes in the law, EPA regulations, catastrophe or court order, then the CCTID may, in its discretion, pro-rate and cancel the project. Any materials purchased but not utilized shall be paid for by and become property of the CCTID.

500.8 Failure to Complete by Specified Date - Time is of the essence of this Contract. The parties hereto acknowledge that the CCTID is entitled to full use of the completed Work following expiration of the Contract Time and that if the Contractor fails to complete the Contract on or before the completion date the CCTID will sustain extensive damage and serious loss as a result. The exact amount of such damages will be extremely difficult to establish and calculate with certainty. Thus, the CCTID and Contractor agree that if the Contractor fails to complete the Work or before the date agreed upon as mentioned elsewhere in the Contract, the CCTID shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion: \$ 1500 per calendar day. Contractor and the CCTID agree that such liquidated damages are a reasonable pre-estimate of damages the CCTID will incur because of delayed completion of the Work. If the above per diem figure is left blank, Contractor agrees that a fair and reasonable alternate estimate of the damages CCTID will incur because of delayed completion of the Work, and thus the liquidated damages that shall be paid is that set forth in Table 108.07-1 of the 2013 ODOT CMS Schedule of Liquidated Damages.

500.8.1 The CCTID may deduct liquidated damages described above from any unpaid amounts then or thereafter-due Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the CCTID upon demand.

500.8.2 The liquidated damages set forth herein shall be CCTID's exclusive damage remedy for Contractor's failure to complete the Work on or before the date of Substantial Completion, but such liquidated damages shall in no way limit Owner's entitlement to damages for any other injury, damage, or loss, other than for delay, for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law.

500.9 Suspension of Work - For such a period as is necessary or during such time the weather is unsuitable for proceeding with the work, the CCTID may suspend work, at places or altogether, if in its opinion, public need requires it. In case of such suspension during a working season, the time within which the Contractor is required to complete the work shall be extended by as many days as the same was suspended. Upon any stoppage of the work, all material shall be safely placed, so as to not obstruct or impede travel on the right-of-way.

500.10 Order and Progress of Work - The work under this contract shall be prosecuted at as many different places, at such times in such sections along the improvement and with such forces as the Engineer may direct. Completed portions of the roadway shall be opened to travel as directed by the Engineer, but shall not be construed as an acceptance of the work done. Should the work, for any reason, be discontinued by the Contractor, it shall, before again commencing the work, give the Engineer notice of its intention at least twenty-four (24) hours in advance of commencement.

500.11 When Estimates May Be Withheld - Estimates may at anytime be withheld or reduced if, in the opinion of the CCTID, the work is not proceeding in accordance with the provisions of this contract; or if the work is not progressing in proportion to the time spent working; or if the estimate is not in the same proportion to the entire contract price as the amount of the work completed is to the entire work.

500.12 Violations - At no time during the execution of this Contract shall the Contractor or any subcontractor violate any Federal, State, Municipal, Township, or local laws, statutes, regulations, ordinances, or resolutions.

500.13 Injunctions - If legal obstruction to the completion of the work arises, and if the legal obstruction will cause delay in the completion of the work, the CCTID may postpone the completion date by the number of calendar days they determine.

SECTION 600 CONTRACTOR INSURANCE REQUIREMENTS

The following types of insurance coverages and limits are required and shall be written for not less than the following, or greater if required by law and/or as otherwise specifically provided in the Contract or required by the CCTID as listed below. The CCTID, CCEO, Clermont County, the Township and their respective trustees, commissioners, officers, agents and employees are to be named as additional insureds with all rights under those policies unless otherwise determined by the CCTID.

600.1 Workmen's Compensation and Employers Liability as required by the laws of the State of Ohio.

600.2 The Contractor shall not commence work under the Contract until it has obtained all the insurance required hereunder and has submitted, in quadruplicate, an appropriate Declaration of Insurance, as evidence of coverage which has been approved by the CCTID and concurred by the Engineer. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all similar insurance required by the Subcontractor has been so obtained and approved. Approval of the insurance by the CCTID shall not relieve or decrease the liability of the Contractor hereunder.

600.3 Contractor's Liability Insurance

600.3.1 The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

600.3.2 Coverage for an "if any" basis: Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

600.3.3 Bodily Injury Liability limits shall be for an amount of no less than One-Million **(\$1,000,000.00)** Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than One-Million **(\$1,000,000.00)** Dollars on the account of any one occurrence.

600.3.4 Property Damage Liability Insurance in an amount of not less than One-Million **(\$1,000,000.00)** Dollars per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than **Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars aggregate** for damage on account of all occurrences.

600.3.5 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides **no less than Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars** Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.

600.4 Contractor's Risk and/or Installation Floater Insurance - Each Contractor shall maintain insurance to protect the Project, the Work, and/or the CCTID, CCEO, Clermont County, and the

Engineer, and their respective officers, trustees, commissioners, employees, members, agents, and volunteers from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion, and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site but not yet installed. The Contractor may obtain this insurance either through a standard Builder's Risk policy or Installation Floater Coverage sufficient to cover the above risks as they pertain to the Project.

600.5 The Policies as listed in the paragraph's 600.1 through 600.4 shall all contain the following special provisions:

- * *The Contractor agrees that written notice will be mailed to the CCTID thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved.*
- * *The Contractor shall submit evidence of such insurance to the CCTID with the executed contract in the form of a Certificate of Insurance, naming the Clermont County Transportation Improvement District as the Certificate holder.*

600.5.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to an adjoining property or their contents or the work of others.

600.5.2 Should any liability arise as a result of the action of the Contractor, subcontractors, or employees for which there is insufficient insurance coverage, the Contractor agrees to indemnify, defend, and hold the CCTID harmless from any liability or judgment (including reasonable attorneys fees and litigation expenses) and losses.

SECTION 700 PAYMENTS, RETAINAGE, AND FINALITIES

700.1 Payroll Records - Payroll records kept in accordance with Section 4115.07, of the Ohio Revised Code and shall be open to inspection of authorized representatives or officials of CCTID. The contractor shall furnish the CCTID with an affidavit every thirty (30) days during the construction period stating that all employees and sub-contractors performing services on this project have been paid the prevailing rate of wages as certified by the Department of Industrial Relations provided by Chapter 4115 of the Revised Code of the State of Ohio.

700.1.1 The Contractor furnish upon the request of the CCTID prior to any partial payment(s) an affidavit IAW ORC 1311 (Mechanics Liens) listing money owed or paid to all subcontractors, laborers, or materialmen, and the CCTID, upon receipt of said affidavit, may, in its discretion, disburse appropriate sums owing as indicated directly to subcontractor's, materialmen, and laborers, with the balance being remitted to the Contractor.

700.2 Retainage - Partial payments to the Contractor for labor performed under either a unit price or lump sum price contract shall be made at the rate of ninety-two (92) percent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the project is fifty (50) percent complete shall be paid for at the rate of one-hundred (100) percent of the estimates submitted by the Contractor and approved by the Engineer. The aforementioned requirements are pursuant to Section 153.13 of the Ohio Revised Code.

700.2.1 From the date the contract is fifty (50) percent complete, as evidenced by payments in the amount of at least fifty (50) percent of the contract to the person(s) with whom the CCTID has contracted, except in the case of contracts the total cost of which is less than fifteen thousand (\$15,000) dollars, all funds retained pursuant to Sections 153.12 and 153.14 of the Ohio Revised Code for the faithful performance of work shall be deposited in the escrow account designated in Section 153.63 of the Ohio Revised Code. After the contract is fifty (50) percent complete, no further funds shall be required.

- 700.3 Final Cleaning Up** - Upon completion of the work and before acceptance and final payments shall be made, the Contractor shall clean the roadway, borrow pits, stream channels and banks within the right-of-way at drainage structures, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, false work, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition satisfactory to the Engineer. All land on which a temporary easement existed shall be returned to its preconstruction condition by the Contractor, the expense of which is included in the amount of this contract.
- 700.4 Final Inspection** - Wherever the work provided and contemplated by the Contractor has been satisfactorily completed and the final cleaning up performed, the Engineer shall, within ten (10) days, unless otherwise provided, make the final inspection.
- 700.5 Final Payments** - The Engineer shall, as soon as possible after the completion of the entire work, certify such completion to the CCTID, and the CCTID shall pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the full settlement.
- 700.6 Payment of Total Costs to be Final Settlement of all Claims of the Contractor** - The CCTID shall pay, and the Contractor shall receive, the sum herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the weather, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified, and for well and faithfully completing the work, and whole thereof, as herein provided, together with remedying all defects developing during the period for which the work is guaranteed. Final payment by the CCTID does not release the Contractor for any defects in construction, workmanship, or materials which could not have been ascertained by reasonable inspection.
- 700.7 Last Payment to be Final** - Before the final estimate is allowed, the CCTID will require the Contractor to submit an affidavit showing that all claims and obligations arising in connection with the performance of the contract to include, but limited to, money owing to subcontractors, materialmen, or laborers have been satisfactorily settled. This requirement also includes an affidavit from any sub-contractor(s) employed on the project. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the CCTID and agents thereof for all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the CCTID, or of any person relating to or affecting the work.
- 700.8 Construction Funds Held in Trust.** Contractor agrees that all funds it receives from CCTID for the performance of this Contract shall be held in trust by Contractor for the benefit of all its Subcontractors, suppliers, laborers, and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Project Work, and none will be diverted to satisfy other obligations of Contractor. CCTID does not have an obligation to pay or see to the payment of money to any subcontractor or supplier.

SECTION 800 CLOSE-OUT PROCEDURE

- 800.1** When the Engineer and a Contractor determine the Work or a designated portion thereof is complete and acceptable in accordance with the Contract Documents, the Contractor shall submit a letter so stating to the Engineer, with a list of all incomplete items of Work and anticipated dates of completion for each.
- 800.2** Upon receipt of the letter claiming Substantial Completion, the Engineer will conduct an inspection. A list of items requiring completion or correction will be issued. If the Engineer approves the

Contractor's claim of Substantial Completion, the Contractor will prepare a "Certificate of Substantial Completion" for acceptance by the CCTID and the Engineer. This Certificate will establish the Date of Substantial Completion.

- 800.3** When the Contractor has completed all items of work on the "Completion and Corrections List" and is satisfied that all work required by the Plans and Specifications for its contract work has been completed, it shall submit its Final "Application for Payment" for all funds due and/or the retained percentage to the Engineer along with the following items:

800.3.1 "Final Certification of Contractor" and "Consent of Surety" form.

800.3.2 Affidavits as required by the Contract if required by the CCTID.

800.3.3 Copies of test reports as may be required.

800.3.4 Record Drawings or information as required by the Contract Documents for Record Drawings.

800.3.5 Operating and Maintenance Instructions or Manuals required by the Contract Documents.

800.3.6 Other data as required by governing bodies.

800.3.7 Other submittals as required by the Technical Specifications such as Specific Guaranties, Warranties, Certificates, etc.

- 800.4** Upon receipt of the Contractor's Final Application and other required material, the Engineer shall verify its completeness and/or correctness. Incomplete or incorrect items shall be returned to the Contractor for corrections and resubmitted.

- 800.5** When the Engineer can certify that all Work under the Contract is complete and the Contractor has submitted all required items, it shall include the Contractor's Final Application on the "Final Certificate for Payment" and submit it to the CCTID.

- 800.6** The Engineer shall approve the "Final Certificate for Payment"; execute and forward three (3) copies to the CCTID. Any Contract or Contractor not receiving Engineer approval shall be deleted from the "Final Certificate for Payment."

- 800.7** The CCTID shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors, and return two (2) executed copies to the Engineer. Final checks shall then be distributed by the CCTID as required by the Contract Documents.

- 800.8** The Bid Guaranty shall not be released until final payment is deposited by the Contractor.

SECTION 900 SAFETY

- 900.1** The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- 900.2** Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. It will notify owners of adjacent utilities when prosecution of the work may affect them.

- 900.3** The Contractor shall maintain at its office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- 900.4** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.
- 900.5** The Contractor must have a Safety & Health Management Program in place and shall submit a copy of their Program to the Clermont County Engineer's Safety/Risk Manager prior to the commencement of construction. The Program shall include, but shall not be limited to, management commitment, employee involvement, periodic work site surveys, hazards prevention, and control of safety and health education training (see 29 CFR 1926.20 for reference). In addition, prior to the commencement of construction, contractor shall designate a qualified and experienced safety representative at the site, whose duties and responsibilities shall be the prevention of accidents and the maintaining of supervising and safety precautions and programs.

SECTION 1000 MISCELLANEOUS

- 1000.1 Permits.** The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing.
- 1000.2 Course of Conduct.** No course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that CCTID has been unjustly enriched by an alteration or addition to the Work, whether or not such unjust enrichment to the work or CCTID in fact exists, shall form the basis of any claim for an increase in the Contract Sum or any amount due under the Contract Documents, or a change in the Contract Time. Any claim not made in compliance with the provisions of the Contract, including but not limited to sections 500.4 and 500.5 herein, is waived.
- 1000.3 Disputes.**
- 1000.3.1** - All claims, disputes, or other controversies between CCTID and Contractor arising out of or relating to the Contract or the breach thereof shall be decided by litigation in the Clermont County Court of Common Pleas, which shall have exclusive jurisdiction to hear and determine any such claims, disputes, or other controversies.
- 1000.3.2** - The Contract shall be governed by the law of the State of Ohio, without regard to principles of conflicts of laws.
- 1000.3.3** - Notwithstanding any claim, dispute or other controversy between CCTID and Contractor, or between Contractor and its subcontractor(s), it shall be the responsibility of Contractor to continue to prosecute all of the Work and perform all of its services diligently and in a good and workmanlike manner in conformity with the Contract.
- 1000.3.4** In any litigation between CCTID and Contractor arising out of or relating to the Contract or the breach thereof, CCTID shall recover all reasonable attorneys fees and costs, court costs and fees, and expert witness fees and expenses incurred.

1000.4 Jointly Drafted - The parties acknowledge that each party and, if it so chooses, its counsel have reviewed this Contract and that 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 Contract and any amendments or exhibits thereto.

1000.5 Interest - Amounts due and unpaid Contractor under this Agreement shall accrue interest at the rate of three percent per annum, commencing sixty (60) days after such amounts were due.

1000.6 No third-party beneficiaries. Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

1000.7 Severability - If any portion of this Contract is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions that are not void, voidable or illegal and (a) such other portions shall be enforceable in accordance with their terms; and (b) the severed provision shall be substituted by a valid provision which most closely approximates the intent and purpose of the severed provision and which would be enforceable to the maximum extent permitted by law.

SECTION IV

Bid Proposal and Bid Guaranty

BIDDER'S CHECKLIST

PROJECT NO. 95295

IVY POINTE BOULEVARD EXTENSION, UNION TWP.

Required Submittals

- ☐ Non-Collusion Affidavit
- ☐ Affidavit Affirming Compliance with 9.24 and 5719.042 ORC
- ☐ Bid Proposal
- ☐ Worksheet with line item unit prices
- ☐ Addenda (if applies)

Bid Guaranty

(Select only one)

- ☐ Certified Check (10% of Bid)
- ☐ Cashier's Check (10% of Bid)
- ☐ Irrevocable letter of Credit (10% of Bid)
- ☐ Bid Guaranty and Contract Bond, Combination (100% of Bid)

If Using Bid Guaranty and Contract Bond

- ☐ Signed by Bidder & Surety Agent
- ☐ Power of Attorney – Proper Agent Name and Date
- ☐ Current Financial Statement of Surety
- ☐ Current Certificate of Insurance for Surety from Department of Insurance

Additional Reminders

- ☐ Reviewed Proposal and worksheets for mathematical errors
- ☐ All information supplied in duplicate

This checklist is not intended to relieve the bidder of the responsibility to provide other required documents. Rather, this checklist is offered merely to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required documents duly and properly constituted including but not limited to all required signatures may result in the rejection of your bid on the basis that the bid is non-responsive.

BID PROPOSAL

PROJECT NO. 95295 IVY POINTE BOULEVARD EXTENSION, UNION TWP.

TO THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT :

The undersigned certifies that he/she has examined the plans and specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased, if the bid is a unit price bid.

The undersigned submits with the following bid a bid guarantee for the amount, as set forth in Section 200.5 of the General Provisions, and proposes to furnish all labor, equipment, and materials necessary for the construction of PROJECT NO. 95295: IVY POINTE BOULEVARD EXTENSION in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, The Ohio Department of Transportation Bridge Design manual, and the Technical Specifications contained in the Construction Drawings, under the most current versions of the aforementioned drawings and specifications and in force on the date of letting shall be enforced by the Clermont County Transportation Improvement District:

PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION

TOTAL ENGINEER'S ESTIMATE: \$ 2,500,000.00

Please enter the total cost of the Bid Proposal, OBTAINED FROM THE ATTACHED WORKSHEET(S), in the space below:

TOTAL BID AMOUNT: _____

Amount of Guaranty: Each Proposal must be accompanied by a bond in the sum of One Hundred (100) percent (%) of the Bid Amount or a CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT pursuant to Chapter 1305 of the Ohio Revised Code in the sum of ten (10) percent (%) of the Bid Amount on a solvent bank as a guarantee that if the Proposal is accepted a contract will be entered into.

BID OPENING DATE: **Thursday, August 21, 2014**

BIDS RECEIVED BY: **2:00 P.M. Local Time**

COMPLETION DATE:

The following items must be complete and billed by December 31, 2014: Substantial completion of the Sanitary Sewers and Utility Trench. The utility companies will work during the winter and spring months to install the underground utilities into the installed duct systems.

Final completion of the project by September 1, 2015

The undersigned hereby acknowledges receipt of the following addenda:
Project No. 95295

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

It is understood that if this bid is accepted, the undersigned will enter into a contract and give bond with approved security in the full amount of the bid within ten (10) days after the award of the contract by the Clermont County Transportation Improvement District, otherwise the Bid Guarantee will be forfeited.

Witness our hands this _____ day of _____, 2014

NAME OF BIDDER: _____
(COMPANY OR CORPORATION) (SIGNATURE OF AGENT)

*****Submit all information in duplicate as stated in 400.6 of Section II *******

CONSTRUCTION DRAWING MODIFICATIONS:

The FOLLOWING ITEMS ARE CLARIFICATIONS TO THE CONSTRUCTION DRAWINGS USED FOR BIDDING. WHEN COMPARING QUANTITIES ON THE BID FORM VS THE GENERAL SUMMARY ON THE CONSTRUCTION DRAWINGS, YOU WILL FIND DIFFERENCES. THE BID FORM HAS BEEN UPDATED BASED ON THE CHANGES BELOW.

- a. Several areas in the notes reference ODOT CMS 2010 (specifically page 4). Disregard those references. This project will be using the Ohio Department of Transportation Construction & Material Specifications dated January 1, 2013.
- b. Page 23 of the plans show an existing house to be removed, there is also an item “special – Building demolition” shown in the plan sheet quantities. This house has already been removed and will not be a part of this contract. No changes are needed to the bid form as there is no quantity included on the bid form.
- c. To avoid a conflict with installing the proposed 12” sanitary sewer in close proximity to the existing 16” watermain along Aicholtz Road, we are eliminating the installation of the 12” Sanitary Sewer Along Aicholtz. The 12” Sanitary Sewer will be installed according to the construction drawings with the following modification: On page 24 of the construction drawings, the 12” Sanitary sewer will end at Station 6+15 Left. The proposed 12” sanitary will be connected to the existing manhole at Station 6+15 Left at the existing invert of 853.51. The proposed Sanitary along Aicholtz from Station 1+27 to Station 6+15 will not be installed as a part of this contract. This change will also eliminate the need to replace Aicholtz Road as indicated on page 24. This modification changes multiple quantities in the construction drawings. The affected quantities are shown below and are already reflected in the bid form (This is only to show where the plans differ from the bid form, you do not need to modify the bid form in any way)
 1. Pipe Removed, 24” and under (sanitary sewer): quantity changed from 514 to 25
 2. Manhole removed: Bid item removed
 3. Subgrade compaction: quantity changed from 1,632 to 9,343 (see item d below)
 4. Asphalt Concrete Base, PG64-22: quantity changed from 1,407 to 1,347
 5. Aggregate Base: quantity changed from 1,553 to 1,373
 6. Tack Coat, As Per Plan: quantity changed from 836 to 782
 7. Asphalt Concrete Surface Course, Type 1, PG64-22: quantity changed from 397 to 352
 8. 6” Conduit, Type B (Laterals): quantity changed from 178 to 16
 9. 12” Conduit, Type B (SDR 35): quantity changed from 1,178 to 698
 10. Manhole No. 3: quantity changed from 15 to 12
 11. 12”x6” Sanitary Wye: quantity changed from 9 to 1
 12. Connect to Existing Sanitary Lateral: Bid item removed
 13. Abandon Existing Sanitary Lateral: Bid item removed
 14. Connect existing sanitary to proposed sanitary manhole: quantity changed from 3 to 2
 15. Quantity added to bid form: item No. Special, Quantity 1, Unit Each, Description “Connect proposed sanitary to existing sanitary manhole”

- d. **“Subgrade compaction”, the total quantity for this bid item has been revised to 9,343 as shown above. We have eliminated the subgrade compaction along Aicholtz Road and added Subgrade compaction to proposed Ivy Pointe Boulevard. The typical sections do not show subgrade compaction, we are now adding it.**
- e. **A Soil Boring report is available for review at our office or you can request a digital copy be emailed to you. If you wish to review the soils report, please send a request to droyer@clermontcountyohio.gov**
- f. **“EXCAVATION, AS PER PLAN” as shown on the general summary (sheet 8) shall be modified as follows: The designation of “as per plan” shall be removed and disregard references to “as per plan” where indicated in the plan sheets.**
- g. **The construction drawings show a joint utility trench installed on the project. The bid form has specific pay items for the joint utility trench (ref #123 through #131). The unit price for these pay items (ref #123 through #131) shall include furnishing all materials and labor necessary to excavate the trench and install the conduits, pits, manholes and boxes as detailed on the construction drawings. Duke Energy and Cincinnati Bell will install the necessary cabling/wiring after the contractor has installed the joint utility trench as shown on the plans.**
- h. **LSM and CDF: Several details within the construction drawings show LSM and or Controlled density fill (CDF) to be installed as trench backfill. It will NOT be required to install LSM or CDF on any trench work along the “mainline” of proposed Ivy Pointe Boulevard” (Stations 4+25 to 19+75). The only trenches that will require LSM or CDF are areas where the trench is within 3’ of the edge of an Existing roadway (Aicholtz Road and/or existing Ivy Pointe/Ferguson Road).**

The details on Sheet 6/49 and 7/49 show the Trench backfill to be CLSM-CDF, we will only require this when the trench is within 3’ of existing asphalt (Not proposed Ivy Pointe Blvd).

Backfill material shall follow the pertinent ODOT specification.

REF. NO.	ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
				ROADWAY		
1	201	1.00	LUMP	CLEARING AND GRUBBING		
2	202	216.00	SQ YD	PAVEMENT REMOVED, CONCRETE		
3	202	73.00	SQ FT	WALK REMOVED		
4	202	53.00	FT	PIPE REMOVED, 24" AND UNDER		
5	202	25.00	FT	PIPE REMOVED, 24" AND UNDER (SANITARY SEWER)		
6	202	34.00	FT	PIPE REMOVED, 24" AND UNDER (WATER MAIN)		
7	202	22.00	FT	PIPE REMOVED, OVER 24"		
8	202	1.00	EACH	MAILBOX REMOVED		
9	202	85.00	FT	FENCE REMOVED		
10	202	2.00	EACH	REMOVAL MISC.: BILLBOARD AND BILLBOARD SUPPORT FOUNDATION		
11	202	763.00	SQ YD	REMOVAL MISC.: GRAVEL DRIVE		
12	203	8,652.00	CU YD	EXCAVATION		
13	203	174.00	CU YD	EMBANKMENT		
14	204	6.00	HOUR	PROOF ROLLING		
				EROSION CONTROL		
15	601	17.15	CU YD	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER		
16	659	5,970.00	SQ YD	SEEDING AND MULCHING		
17	659	0.807	TON	COMMERCIAL FERTILIZER		
18	659	32.24	MGAL	WATER		
19	832	1.00	LUMP	STORM WATER POLLUTION PREVENTION PLAN		
20	832	1.00	EACH	EROSION CONTROL	\$ 20,000.00	\$ 20,000.00
				DRAINAGE		
21	602	24.00	CU YD	CONCRETE MASONRY		
22	611	70.00	FT	4" CONDUIT, TYPE F, FOR UNDERDRAIN OUTLETS		
23	611	94.00	FT	12" CONDUIT, TYPE B, 706.02 OR 707.65		
24	611	47.00	FT	15" CONDUIT, TYPE B, 706.02 OR 707.65		
25	611	33.00	FT	15" CONDUIT, TYPE C		
26	611	47.00	FT	30" CONDUIT, TYPE B, 706.02 OR 707.65		
27	611	100.00	FT	30" CONDUIT, TYPE C		
28	611	704.00	FT	36" CONDUIT, TYPE B, 706.02 OR 707.65		
29	611	624.00	FT	36" CONDUIT, TYPE C		

REF. NO.	ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
30	611	120.00	FT	42" CONDUIT, TYPE C		
31	611	307.00	FT	54" CONDUIT, TYPE B, 706.02 OR 707.65		
32	611	4.00	EACH	CATCH BASIN NO. 3		
33	611	6.00	EACH	CATCH BASIN NO. 3MH, AS PER PLAN		
34	611	1.00	EACH	CATCH BASIN NO. 2-2B		
35	611	1.00	EACH	CATCH BASIN NO. 2-3		
36	611	4.00	EACH	CATCH BASIN NO. 2-4		
37	611	3.00	EACH	MANHOLE NO. 3		
38	611	502.00	FT	UNDERDRAINS, MISC.: 4" PVC PERFORATED UNDERDRAIN		
39	611	2,907.00	FT	UNDERDRAINS, MISC.: 6" PERFORATED UNDERDRAIN, AS PER PLAN		
40	SPECIAL	1.00	EACH	CONNECT TO EXISTING STORM MANHOLE		
				RETENTION BASIN EXPANSION		
41	202	2.00	EACH	HEADWALL REMOVED		
42	202	185.00	FT	PIPE REMOVED, OVER 24"		
43	202	1.00	EACH	MANHOLE REMOVED		
44	203	21,547.00	CU YD	EXCAVATION, AS PER PLAN		
45	601	20.55	CU YD	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER		
46	602	14.00	CU YD	CONCRETE MASONRY		
47	659	2,057.00	SQ YD	SEEDING AND MULCHING		
48	659	0.278	TON	COMMERCIAL FERTILIZER		
49	659	11.11	MGAL	WATER		
50	SPECIAL	1.00	EACH	CATCH BASIN TO BE MODIFIED		
51	SPECIAL	1.00	EACH	POST CONSTRUCTION WATER QUALITY CONTROL PLATE		
				PAVEMENT		
52	204	9,343.00	SQ YD	SUBGRADE COMPACTION		
53	301	1,347.00	CU YD	ASPHALT CONCRETE BASE, PG64-22		
54	304	1,373.00	CU YD	AGGREGATE BASE		
55	407	782.00	GAL	TACK COAT, AS PER PLAN		
56	448	315.00	CU YD	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22		
57	448	352.00	CU YD	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22		
58	609	4,263.00	FT	CURB, TYPE 6		
59	609	15.00	FT	CURB, TYPE 6, DEPRESSED		

REF. NO.	ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
				SANITARY		
60	611	16.00	FT	6" CONDUIT, TYPE B (LATERALS)		
61	611	252.00	FT	8" CONDUIT, TYPE B (SDR 35)		
62	611	1,044.00	FT	12" CONDUIT, TYPE B (SDR 26)		
63	611	698.00	FT	12" CONDUIT, TYPE B (SDR 35)		
64	611	12.00	EACH	MANHOLE NO. 3		
65	SPECIAL	168.00	FT	BORING OF 12" CONDUIT		
66	SPECIAL	168.00	FT	22" CASING PIPE		
67	SPECIAL	1.00	EACH	12" X 6" SANITARY WYE		
68	SPECIAL	2.00	EACH	CONNECT EXISTING SANITARY TO PROPOSED SANITARY MANHOLE		
69	SPECIAL	1.00	EACH	CONNECT PROPOSED SANITARY TO EXISTING SANITARY MANHOLE		
				WATER		
70	638	1,841.00	FT	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, MECHANICAL JOINTS AND		
71	638	70.00	FT	16" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, MECHANICAL JOINTS AND FITTINGS		
72	638	2.00	EACH	8" GATE VALVE AND VALVE BOX		
73	638	1.00	EACH	10" X 8" TAPPING SLEEVE, VALVE, AND VALVE BOX		
74	638	1.00	EACH	16" X 8" TAPPING SLEEVE, VALVE, AND VALVE BOX		
75	638	4.00	EACH	6" FIRE HYDRANT, COMPLETE		
				LIGHTING		
76	625	38.00	EACH	CONNECTOR KIT, TYPE II		
77	625	12.00	EACH	CONNECTION, UNFUSED PERMANENT		
78	625	12.00	EACH	LIGHT POLE, DECORATIVE, AS PER PLAN (18')		
79	625	7.00	EACH	LIGHT POLE, DECORATIVE, AS PER PLAN (18' WITH 40" CROSSARM)		
80	625	19.00	EACH	LIGHT POLE FOUNDATION, 24"X6' DEEP		
81	625	9,006.00	FT	NO. 4 AWG 600 V DISTRIBUTION CABLE		
82	625	874.00	FT	NO. 10 AWG POLE AND BRACKET CABLE		
83	625	2,692.00	FT	2" CONDUIT, 725.05		
84	625	26.00	EACH	LUMINAIRE, DECORATIVE, AS PER PLAN (150 W, 240 V, HPS)		
85	625	2,692.00	FT	TRENCH, 24" DEEP		

REF. NO.	ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
86	625	12.00	EACH	PULL BOX, 725.08, 18"		
87	625	19.00	EACH	GROUND ROD		
88	625	1.00	EACH	POWER SERVICE		
89	625	1.00	EACH	HIGH VOLTAGE TEST		
				TRAFFIC CONTROL		
90	621	35.00	EACH	RPM, LOW PROFILE, YELLOW/YELLOW		
91	621	22.00	EACH	RPM, LOW PROFILE, WHITE/RED		
92	630	132.00	FT	GROUND MOUNTED SUPPORT, NO. 3 POST		
93	630	61.50	SQ FT	SIGN, FLATSHEET		
94	630	2.00	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL		
95	630	4.00	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL		
96	642	100.00	FT	REMOVAL OF PAVEMENT MARKING		
97	644	0.57	MILE	EDGE LINE, 4"		
98	644	0.43	MILE	CENTER LINE, TYPE 1		
99	644	536.00	FT	CHANNELIZING LINE, 8"		
100	644	27.00	FT	STOP LINE		
101	644	72.00	FT	TRANSVERSE/DIAGONAL LINE, WHITE		
102	644	88.00	SQ FT	ISLAND MARKING		
103	644	8.00	EACH	LANE ARROW		
104	644	50.00	FT	DOTTED LINE, 4"		
105	644	12.00	FT	YIELD LINE		
				LANDSCAPING		
106	653	200.00	CY	TOPSOIL FURNISHED AND PLACED IN MEDIAN		
107	661	20.00	EACH	PLANTING, MISC.: LANDSCAPE TREE, AS PER PLAN		
108	638	3.00	EACH	WATER METER AND WATER METER SETTING		
109	SPECIAL	111.00	EACH	HUNTER, PROS-PRS40-CV SERIES, 4" POP UP W/MP 1000 NOZZLE, OR APPROVED		
110	SPECIAL	3.00	EACH	HUNTER, PROS-PRS40-CV SERIES, 4" POP UP W/MP 2000 NOZZLE, OR APPROVED EQUAL		
111	SPECIAL	2.00	EACH	HUNTER, PROS-PRS40-CV SERIES, 4" POP UP W/MP 3000 NOZZLE, OR APPROVED EQUAL		
112	SPECIAL	4.00	EACH	HUNTER, PGV-101G, ELECTRIC VALVE, 1.0", OR APPROVED EQUAL		

REF. NO.	ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
113	SPECIAL	2.00	EACH	HUNTER, NODE 100, SINGLE STATION CONTROLLER, OR APPROVED EQUAL		
114	SPECIAL	1.00	EACH	HUNTER, NODE 200, TWO STATION CONTROLLER, OR APPROVED EQUAL		
115	SPECIAL	3.00	EACH	HUNTER, HQ-44LRC SERIES, QUICK COUPLING VALVE, 1", OR APPROVED EQUAL		
116	SPECIAL	3.00	EACH	ISOLATION GATE VALVE, MAINLINE SIZE		
117	SPECIAL	3.00	EACH	HUNTER, SOLAR SYNC, AUTOMATIC RAIN SENSOR, OR APPROVED EQUAL		
118	SPECIAL	3.00	EACH	FEBCO, 825Y, REDUCED PRESSURE BACKFLOW, 1", OR APPROVED EQUAL		
119	SPECIAL	3.00	EACH	TAP LOCATION, 1"		
120	SPECIAL	1,197.00	FT	PVC LATERAL, SCHEDULE 40, BE		
121	SPECIAL	128.00	FT	PVC LATERAL, SCHEDULE 40, BE, SIZE 1 1/2"		
122	SPECIAL	52.00	FT	PVC SLEEVE, SCHEDULE 40, SIZE 4"		
				MISCELLANEOUS		
123	SPECIAL	22.00	FT	16 DUCT JOINT UTILITY TRENCH		
124	SPECIAL	2,023.00	FT	14 DUCT JOINT UTILITY TRENCH		
125	SPECIAL	1,137.00	FT	8 DUCT JOINT UTILITY TRENCH		
126	SPECIAL	13.00	FT	6 DUCT JOINT UTILITY TRENCH		
127	SPECIAL	392.00	FT	10-4" CONDUIT CROSSOVER		
128	SPECIAL	7.00	EACH	DUKE ENERGY CABLE PIT		
129	SPECIAL	3.00	EACH	TELEPHONE MANHOLE		
130	SPECIAL	2.00	EACH	CINCINNATI BELL PULL BOX		
131	SPECIAL	2.00	EACH	DUKE ENERGY UTILITY BOX (BOX PROVIDED BY DUKE ENERGY)		
132	614	1.00	LUMP	MAINTAINING TRAFFIC		
133	623	1.00	LUMP	CONSTRUCTION LAYOUT STAKES AND SURVEYING		
134	624	1.00	LUMP	MOBILIZATION		
TOTAL CONSTRUCTION COST						

CONTRACTOR_____

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and
_____ as Surety, are hereby held and firmly bound
unto The Clermont County Transportation Improvement District, herein after called the Obligee, in the penal
sum of the dollar amount of the bid submitted by the Principal to the Obligee, on _____,
20____ to undertake the Project known as:

PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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 on the above referred to project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent to the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Clermont County Transportation Improvement District against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material, therefore; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED this _____ day of _____, 20_____.

Principal

By: _____
(Seal)

Surety

By: _____
Attorney/Attorney-In-Fact

(SEAL)

Awarding authorities are simultaneously, with notice of award to Contractor, to give written notice to Surety and Agent. Show name and mailing address of both Agent and Surety.

Surety's Address:

Agent's Address:

SECTION V

Affidavits

**AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO
REVISED CODE**

CLERMONT COUNTY, OHIO

PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION

(PLEASE TYPE OR PRINT NAME OF FIRM)

(AGENT/OWNER FOR FIRM)

personally appeared before me, the undersigned, a Bidder in competitive bidding for a Construction Contract to be let by the Clermont County Transportation Improvement District, who, being duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

- (1) That the above mentioned firm and its owner/agent at the time of making his/her Bid (Proposal) on the aforementioned Contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, Ohio.
- (2) That this statement is made in compliance with Section 5719.042 of the Ohio Revised Code to be incorporated into the Contract between the parties as provided in Section 5719.042 of the Ohio Revised Code.
- (3) That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2014.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
CLERMONT COUNTY, OHIO**

PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION

(PLEASE TYPE OR PRINT FULL NAME)

(TITLE/POSITION)

being duly sworn, do depose and say the following:

1. He/She is _____,
(OWNER/AGENT) (TITLE/POSITION)

the bidder that has submitted the attached Bid or Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);
3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, 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 (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or 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 the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Clermont County Transportation Improvement District or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2014.

(NOTARY PUBLIC)

My Commission expires on _____.

(SEAL)

SECTION VI

Prevailing Wage Rates

Prevailing Wage Determination Cover Letter

County:

CLERMONT ▼

Determination Date: 06/25/2014

Expiration Date: 09/25/2014

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

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

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

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

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

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

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

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

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

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

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

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

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

wh1500

Name of Union: Asbestos Heat & Frost Insulators Local 8

Craft : Asbestos Worker Effective Date : 04/01/2014 Last Posted : 02/26/2014

[illegible]

Ratio :

1 Journeymen to 1 Apprentice
2 Journeymen to 2 Apprentice
3 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER*, CLERMONT,
HAMILTON, HIGHLAND, WARREN*

Thereafter, additional apprentices may be employed at a ratio of 1 apprentice to 3 mechanics

Special Jurisdictional Note : In Butler County:townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,St.Clair,Union & Wayne. In Warren County: Townships of Deerfield,Hamilton,Harlan,Salem,Union & Washington

Details :

All work in connection with Asbestos Removal, Abatement, Encapsulation, Lead Abatement, Hazardous Materials and Fire Stopping which is performed by employees in the Mechanic or Apprentice Classification shall be covered under the terms of this Agreement.

Name of Union: Asbestos Local 207 OH

Craft : Asbestos Worker Effective Date : 08/07/2013 Last Posted : 08/07/2013

[illegible]

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS,
AUGLAIZE, BROWN, BUTLER*, CARROLL,
CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE,
DELAWARE, FAIRFIELD, FAYETTE,
FRANKLIN, GEauga, GREENE, GUERNSEY,
HAMILTON, HARDIN, HARRISON,
HIGHLAND, HOCKING, HOLMES, HURON,
KNOX, LAKE, LICKING, LOGAN, LORAIN,
MADISON, MAHONING, MARION, MEDINA,
MIAMI, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PORTAGE, PREBLE, RICHLAND,
ROSS, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION,
VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

Details :

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Name of Union: Boilermaker Local 105

Craft : Boilermaker Effective Date : 10/01/2013 Last Posted : 09/25/2013

[illegible]

Special Calculation Note : Other is Supplemental Health and Welfare

5 Journeymen to 1 Apprentice

ADAMS, ATHENS, BROWN, BUTLER,
CHAMPAIGN, CLARK, CLERMONT,
CLINTON, FAIRFIELD, FAYETTE, FRANKLIN,
GALLIA, GREENE, GUERNSEY, HAMILTON,
HIGHLAND, HOCKING, JACKSON,
LAWRENCE, LICKING, MADISON, MEIGS,

MIAMI, MONTGOMERY, MORGAN,
MUSKINGUM, NOBLE, PERRY, PICKAWAY,
PIKE, PREBLE, ROSS, SCIOTO, VINTON,
WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 18

Change # : LCN01-2013fbLoc18

Craft : Bricklayer Effective Date : 06/01/2013 Last Posted : 05/29/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$26.47		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.65	\$50.88
Stone Mason	\$26.47		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.65	\$50.88
Pointer Caulker Cleaner	\$26.47		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.65	\$50.88
Refractory Workers	\$27.16		\$6.15	\$4.55	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.35	\$51.93
Refractory Worker Hot Pay	\$29.16		\$6.15	\$4.55	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.35	\$54.93
Sawman	\$26.72		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.90	\$51.26
Layout Man	\$26.72		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.90	\$51.26
Free Standing Chimney	\$26.97		\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.15	\$51.63
Apprentice	Percent											
1st 6 months	50.00	\$13.24	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.41	\$31.03
2nd 6 months	55.00	\$14.56	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.74	\$33.02
3rd 6 months	60.00	\$15.88	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.06	\$35.00
4th 6 months	65.00	\$17.21	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.39	\$36.99
5th 6 months	70.00	\$18.53	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.97
6th 6 months	75.00	\$19.85	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.03	\$40.96
7th 6 months	80.00	\$21.18	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.36	\$42.94

8th 6 months	90.00	\$23.82	\$6.15	\$4.55	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$46.91
MASON FINISHER 1st 180 Days	45.00	\$11.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.91	\$17.87
1st Year H&W after 6 months	45.00	\$11.91	\$6.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.06	\$24.02
2nd Year	50.00	\$13.24	\$6.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.38	\$26.00

Special Calculation Note :**Ratio :**

1-2 Journeyman to 1 Apprentice
permits 1 Mason Finisher

3-4 Journeyman to 2 Apprentice
permits 1 Mason Finisher

5-6 Journeyman to 2 Apprentice
permits 2 Mason Finishers

7-10 Journeyman to 3 Apprentice
permits 2 Mason Finishers

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

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

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

Name of Union: Bricklayer Local 18 Tile Mechanic

Craft : Bricklayer Effective Date : 04/09/2014 Last Posted : 04/09/2014

Apprentice
after 2
years
(2000 hrs)
as
Apprentice
Finisher

[illegible]

Note that the classification description is clarified after the local union number at the top of the page. **In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT,
GALLIA, HAMILTON, LAWRENCE, PREBLE*,
SCIOTO, WARREN

Details :

Name of Union: Bricklayer Local 18 Tile Finisher

Craft : Bricklayer Effective Date : 04/09/2014 Last Posted : 04/09/2014

[illegible]

Note that the classification description is clarified after the local union number at the top of the page. **In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your

employ.**

Ratio :

1 Journeyman to 1 Apprentice
5 Journeymen to 1 Apprentice
10 Journeymen to 2 Apprentices
15 Journeymen to 3 Apprentices
20 Journeymen to 4 Apprentices
25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT,
GALLIA, HAMILTON, LAWRENCE, PREBLE*,
SCIOTO, WARREN, WARREN*

Special Jurisdictional Note : Warren in the townships of Dixon, Gasper, Isrsel, Somers & Gratis in Prebble County

Details :

Name of Union: Carpenter Floorlayer SW District G

Craft : Carpenter Effective Date : 02/12/2014 Last Posted : 02/12/2014

[illegible]

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, DARKE, GREENE,

HAMILTON, LOGAN, MIAMI,
MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls, floors,counter, sink,table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials.Resilient Floors shall consist of and include the laying of all special designs of wood,wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile,whether nailed or glued.

Name of Union: Carpenter Local 509 NE District Interior Systems

Craft : Carpenter Effective Date : 06/17/2010 Last Posted : 06/17/2010

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

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,
FRANKLIN, FULTON, GALLIA,
GEAUGA, GREENE, GUERNSEY.

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

Special Jurisdictional Note :

Details :

Name of Union: Carpenter Millwright Local 1090 Cincinnati

Craft : Carpenter Effective Date : 02/12/2014 Last Posted : 02/12/2014

[illegible]

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014

[illegible]

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

Ratio :

1 Journeymen to 1 Trainee

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 : Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

Details :

10/27/10 New Contract jc

Name of Union: Carpenter Statewide Office Systems

Craft : Carpenter Effective Date : 07/28/2010 Last Posted : 07/28/2010

[illegible]

Jurisdiction (* denotes special

1 Installer to 1 Trainee or 1 Helper

jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.

**Name of Union: Carpenter & Pile Driver
SW District A**

Craft : Carpenter Effective Date : 02/12/2014 Last Posted : 02/12/2014

[illegible]

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :**Details :**

Carpenter duties shall include but not limited to: Pile driving, milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials: pile driving, cutting, fitting, and placing of lagging, and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment, and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jetted, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District Hwy

Change # : LCN01-2014fbLoc126

Craft : Carpenter Effective Date : 02/19/2014 Last Posted : 02/19/2014

[illegible]

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

2 Journeyman to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to:
(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks
& Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building
Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants.

When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one
and one half (1&1/2) times the journeyman rate for the time spent in the water.

Name of Union: Cement Mason Bricklayer Local 97 NevHwy A

Craft : Bricklayer Effective Date : 06/01/2014 Last Posted : 05/21/2014

[illegible]

Ratio :

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

Special Jurisdictional Note :

Details :

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

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

Name of Union: Cement Mason Bricklayer Local 97 NevHwy B

Change # : LCN01-2014fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2014 Last Posted : 06/04/2014

[illegible]

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Name of Union: Cement Mason Local 132 HwyHwy District II (A)

Craft : Cement Mason Effective Date : 05/21/2014 Last Posted : 05/21/2014

[illegible]

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

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

Name of Union: Cement Mason Local 132 HwyHwy District II (B)

Craft : Cement Mason Effective Date : 05/21/2014 Last Posted : 05/21/2014

[illegible]

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Details :

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

Name of Union: Cement Mason Local 132 (Cincinnati)

Craft : Cement Effective Date : 06/04/2014 Last Posted : 06/04/2014

[illegible]

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Details :

- http://198.234.41.198/w3/Webwh.nsf/\$docUniqIDAll/852565B80070693285256F030063F... 6/5/2014

Name of Union: Electrical Local 212 Inside

Craft : Electrical Effective Date : 06/03/2013 Last Posted : 05/29/2013

Special Calculation Note : Other is; Supplemental Unemployment

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

http://198.234.41.198/w3/Webwh.nsf/\$docUniqIDAll/852565B8007069328525799200631... 5/29/2013

4 to 6 Journeyman to 4 Apprentices
Etc.

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 212 Inside Lt Commercial South West

Change # : LCN01-2014fbLoc212in

Craft : Electrical Effective Date : 02/26/2014 Last Posted : 02/26/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$26.11		\$5.20	\$7.13	\$0.60	\$0.00	\$1.35	\$0.65	\$0.00	\$0.00	\$41.04	\$54.10
CE-3 12,001- 14,000 Hrs	\$20.11		\$4.62	\$0.60	\$0.64	\$0.00	\$0.60	\$0.00	\$0.00	\$0.10	\$26.67	\$36.73
CE-2 10,001- 12,000 Hrs	\$15.80		\$4.62	\$0.47	\$0.64	\$0.00	\$0.47	\$0.00	\$0.00	\$0.10	\$22.10	\$30.00
CE-1 8,001- 10,000 Hrs	\$14.37		\$4.62	\$0.43	\$0.64	\$0.00	\$0.43	\$0.00	\$0.00	\$0.10	\$20.59	\$27.78
CW-4 6,001- 8,000 Hrs	\$12.93		\$4.62	\$0.38	\$0.64	\$0.00	\$0.39	\$0.00	\$0.00	\$0.10	\$19.06	\$25.53
CW-3 4,001- 6,000 Hrs	\$11.49		\$4.62	\$0.34	\$0.64	\$0.00	\$0.34	\$0.00	\$0.00	\$0.10	\$17.53	\$23.28
CW-2 2,001- 4,000 Hrs	\$10.06		\$4.62	\$0.30	\$0.64	\$0.00	\$0.30	\$0.00	\$0.00	\$0.10	\$16.02	\$21.05
CW-1 0- 2,000 Hrs	\$10.06		\$4.62	\$0.30	\$0.64	\$0.00	\$0.30	\$0.00	\$0.00	\$0.10	\$16.02	\$21.05
Apprentice	Percent											
1st period 0-1000 hrs	40.00	\$10.44	\$5.20	\$0.31	\$0.37	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$16.67	\$21.90
2nd period 1000- 2000 hrs	44.00	\$11.49	\$5.20	\$0.34	\$0.38	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$17.76	\$23.50
3rd period 2000- 3500 hrs	49.00	\$12.79	\$5.20	\$3.49	\$0.40	\$0.00	\$0.90	\$0.65	\$0.00	\$0.00	\$23.43	\$29.83
4th period 3500- 5000 hrs	53.00	\$13.84	\$5.20	\$3.79	\$0.42	\$0.00	\$0.95	\$0.65	\$0.00	\$0.00	\$24.85	\$31.77

Special Calculation Note : Other is; Supplemental Unemployment

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Construction Electrician and Construction Wireman Ratio

Special Jurisdictional Note : The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

http://198.234.41.198/w3/Webwh.nsf/\$docUniqIDAll/852565B80070693285257990004B... 2/27/2014

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 212 Voice Data Video

Change # : LCR01-2012fbLoc212VDV

Craft : Voice Data Video Effective Date : 07/11/2012 Last Posted : 07/11/2012

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician A	\$22.00	\$5.50	\$0.66	\$0.42	\$0.00	\$2.40	\$0.00	\$0.00	\$0.00	\$30.98	\$41.98
Electrical-Installer Technician B	\$20.90	\$5.50	\$0.63	\$0.40	\$0.00	\$2.40	\$0.00	\$0.00	\$0.00	\$29.83	\$40.28
JW Installer Technician	\$19.80	\$5.50	\$0.59	\$0.38	\$0.00	\$2.40	\$0.00	\$0.00	\$0.00	\$28.67	\$38.57
Apprentice	Percent										
1st 800 Hours	50.00	\$11.00	\$5.50	\$0.33	\$0.21	\$0.00	\$0.00	\$0.00	\$0.00	\$17.04	\$22.54
2nd 800 - 1600 hours	50.00	\$11.00	\$5.50	\$0.33	\$0.21	\$0.00	\$0.00	\$0.00	\$0.00	\$17.04	\$22.54
3rd 1600 - 2400 hours	60.00	\$13.20	\$5.50	\$0.40	\$0.25	\$0.00	\$2.40	\$0.00	\$0.00	\$21.75	\$28.35
4th 2400 - 3200 hours	65.00	\$14.30	\$5.50	\$0.43	\$0.27	\$0.00	\$2.40	\$0.00	\$0.00	\$22.90	\$30.05
5th 3200 - 4000 hours	70.00	\$15.40	\$5.50	\$0.46	\$0.29	\$0.00	\$2.40	\$0.00	\$0.00	\$24.05	\$31.75
6th 4000 - 4800 hours	75.01	\$16.50	\$5.50	\$0.50	\$0.31	\$0.00	\$2.40	\$0.00	\$0.00	\$25.21	\$33.46

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

Ratio :

1 Technician to 1 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :**Details :**

-- The following work is excluded from the Teledata Technician Work Scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and /or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed the Teledata Technician may install raceway, or conduit not greater than 10 feet.

Fire Alarm work shall not be part of this agreement.

All HVAC control work shall not be part of this agreement.

-- A Journeyman Installer Technician A shall be an individual with five (5) years of experience and training, successfully completed classroom & OJT requirements of JATC apprentice program, passed and maintained BICSI Installer Level 1, BICSI Installer Level 2, and BICSI Technician Certificate.

-- Installer Technician (B) shall be an individual with four (4) years experience & training, successfully completed classroom and OJT requirements of JATC administrated apprentice program, pass and maintain BICSI Installer Level 1 and Installer Level 2.

-- JW Installer Technician shall be an individual with three (3) years of experience and training successfully completed classroom and OTJ requirements of JATC administered apprentice program, pass and maintained BICSI Installer Level 1 and BICSI Installer Level 2 or has passed and maintained BICSI Installer Level 2.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2013fbLoc7

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Certified Lineman Welder	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Certified Cable Splicer	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Operator A	\$33.53	\$5.00	\$1.01	\$0.34	\$0.00	\$6.71	\$0.15	\$0.00	\$0.00	\$46.74	\$63.51
Operator B	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.95	\$0.15	\$0.00	\$0.00	\$42.06	\$56.95
Operator C	\$24.13	\$5.00	\$0.72	\$0.24	\$0.00	\$4.83	\$0.15	\$0.00	\$0.00	\$35.07	\$47.14
Groundman 0-12 months Exp	\$18.65	\$5.00	\$0.56	\$0.19	\$0.00	\$3.73	\$0.15	\$0.00	\$0.00	\$28.28	\$37.60
Groundman 0-12 months Exp w/CDL	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.15	\$0.00	\$0.00	\$30.59	\$40.85
Groundman 1 yr or more	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.15	\$0.00	\$0.00	\$30.59	\$40.85
Groundman 1 yr or more w/CDL	\$24.25	\$5.00	\$0.73	\$0.24	\$0.00	\$4.85	\$0.15	\$0.00	\$0.00	\$35.22	\$47.35
Equipment Mechanic A	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.95	\$0.15	\$0.00	\$0.00	\$42.06	\$56.95
Equipment Mechanic	\$26.95	\$5.00	\$0.81	\$0.27	\$0.00	\$5.39	\$0.15	\$0.00	\$0.00	\$38.57	\$52.05

B												
Equipment Mechanic C	\$24.13	\$5.00	\$0.72	\$0.24	\$0.00	\$4.83	\$0.15	\$0.00	\$0.00	\$35.07	\$47.14	
X-Ray Technician	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05	
Apprentice	Percent											
1st 1000 hrs	60.00	\$22.38	\$5.00	\$0.67	\$0.22	\$0.00	\$4.48	\$0.15	\$0.00	\$0.00	\$32.90	\$44.09
2nd 1000 hrs	65.01	\$24.25	\$5.00	\$0.73	\$0.24	\$0.00	\$4.85	\$0.15	\$0.00	\$0.00	\$35.22	\$47.34
3rd 1000 hrs	70.00	\$26.11	\$5.00	\$0.78	\$0.26	\$0.00	\$5.22	\$0.15	\$0.00	\$0.00	\$37.52	\$50.57
4th 1000 hrs	75.01	\$27.98	\$5.00	\$0.84	\$0.28	\$0.00	\$5.60	\$0.15	\$0.00	\$0.00	\$39.85	\$53.84
5th 1000 hrs	80.00	\$29.84	\$5.00	\$0.90	\$0.30	\$0.00	\$5.97	\$0.15	\$0.00	\$0.00	\$42.16	\$57.08
6th 1000 hrs	85.01	\$31.71	\$5.00	\$0.95	\$0.32	\$0.00	\$6.34	\$0.15	\$0.00	\$0.00	\$44.47	\$60.32
7th 1000 hrs	90.00	\$33.57	\$5.00	\$1.01	\$0.34	\$0.00	\$6.71	\$0.15	\$0.00	\$0.00	\$46.78	\$63.57

Special Calculation Note :**Operator "A"**

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.15 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE,

DELAWARE, FAIRFIELD, FAYETTE,
FRANKLIN, GALLIA, GEAUGA, GREENE,
GUERNSEY, HAMILTON, HARRISON,
HIGHLAND, HOCKING, HOLMES,
JACKSON, JEFFERSON, KNOX, LAKE,
LAWRENCE, LICKING, LOGAN, LORAIN,
MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PORTAGE, PREBLE,
RICHLAND, ROSS, SCIOTO, SHELBY,
STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON,
WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Cincinnati

Change # : LCN01-2013fbLoc71Cincinnati

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$33.50	\$5.00	\$1.01	\$0.34	\$0.00	\$5.70	\$0.00	\$0.00	\$0.00	\$45.55	\$62.30
Traffic Signal & Lighting Journeyman	\$32.25	\$5.00	\$0.97	\$0.32	\$0.00	\$5.48	\$0.00	\$0.00	\$0.00	\$44.02	\$60.14
Equipment Operator	\$30.15	\$5.00	\$0.90	\$0.30	\$0.00	\$5.13	\$0.00	\$0.00	\$0.00	\$41.48	\$56.55
Groundman 0-12 months	\$18.43	\$5.00	\$0.55	\$0.18	\$0.00	\$3.13	\$0.00	\$0.00	\$0.00	\$27.29	\$36.50
Groundman 1 year plus	\$21.78	\$5.00	\$0.65	\$0.22	\$0.00	\$3.70	\$0.00	\$0.00	\$0.00	\$31.35	\$42.24
Traffic Signal Apprentices											
1st 1,000 hours	\$19.35	\$5.00	\$0.58	\$0.19	\$0.00	\$3.29	\$0.00	\$0.00	\$0.00	\$28.41	\$38.09
2nd 1,000 hours	\$20.96	\$5.00	\$0.63	\$0.21	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00	\$30.36	\$40.84
3rd 1,000 hours	\$22.58	\$5.00	\$0.68	\$0.23	\$0.00	\$3.84	\$0.00	\$0.00	\$0.00	\$32.33	\$43.62
4th 1,000 hours	\$24.19	\$5.00	\$0.73	\$0.24	\$0.00	\$4.11	\$0.00	\$0.00	\$0.00	\$34.27	\$46.37
5th 1,000 hours	\$25.80	\$5.00	\$0.77	\$0.26	\$0.00	\$4.39	\$0.00	\$0.00	\$0.00	\$36.22	\$49.12
6th 1,000 hours	\$29.03	\$5.00	\$0.87	\$0.29	\$0.00	\$4.94	\$0.00	\$0.00	\$0.00	\$40.13	\$54.64
Apprentice Lineman	Percent										

1st 1,000 Hours	60.00	\$20.10	\$5.00	\$0.60	\$0.20	\$0.00	\$3.42	\$0.00	\$0.00	\$0.00	\$29.32	\$39.37
2nd 1,000 Hours	65.00	\$21.78	\$5.00	\$0.65	\$0.22	\$0.00	\$3.70	\$0.00	\$0.00	\$0.00	\$31.34	\$42.23
3rd 1,000 Hours	70.01	\$23.45	\$5.00	\$0.70	\$0.23	\$0.00	\$3.99	\$0.00	\$0.00	\$0.00	\$33.37	\$45.10
4th 1,000 Hours	75.01	\$25.13	\$5.00	\$0.75	\$0.25	\$0.00	\$4.27	\$0.00	\$0.00	\$0.00	\$35.40	\$47.96
5th 1,000 Hours	80.00	\$26.80	\$5.00	\$0.80	\$0.27	\$0.00	\$4.56	\$0.00	\$0.00	\$0.00	\$37.43	\$50.83
6th 1,000 Hours	85.01	\$28.48	\$5.00	\$0.85	\$0.28	\$0.00	\$4.84	\$0.00	\$0.00	\$0.00	\$39.45	\$53.69
7th 1,000 Hours	90.00	\$30.15	\$5.00	\$0.90	\$0.30	\$0.00	\$5.13	\$0.00	\$0.00	\$0.00	\$41.48	\$56.56

Special Calculation Note : Other is National Electrical Benefit Fund (NEBF) and Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2013fbLoc7

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$35.38	\$5.00	\$1.06	\$0.35	\$0.00	\$7.08	\$0.15	\$0.00	\$0.00	\$49.02	\$66.71
Substation Technician	\$35.38	\$5.00	\$1.06	\$0.35	\$0.00	\$7.08	\$0.15	\$0.00	\$0.00	\$49.02	\$66.71
Cable Splicer	\$37.02	\$5.00	\$1.11	\$0.37	\$0.00	\$7.40	\$0.15	\$0.00	\$0.00	\$51.05	\$69.56
Operator A	\$31.82	\$5.00	\$0.95	\$0.32	\$0.00	\$6.36	\$0.15	\$0.00	\$0.00	\$44.60	\$60.51
Operator B	\$28.22	\$5.00	\$0.85	\$0.28	\$0.00	\$5.64	\$0.15	\$0.00	\$0.00	\$40.14	\$54.25
Operator C	\$22.86	\$5.00	\$0.69	\$0.23	\$0.00	\$4.57	\$0.15	\$0.00	\$0.00	\$33.50	\$44.93
Groundman 0-12 months Exp	\$17.69	\$5.00	\$0.53	\$0.18	\$0.00	\$3.54	\$0.15	\$0.00	\$0.00	\$27.09	\$35.94
Groundman 0-12 months Exp w/CDL	\$19.46	\$5.00	\$0.58	\$0.19	\$0.00	\$3.89	\$0.15	\$0.00	\$0.00	\$29.27	\$39.00
Groundman 1 yr or more	\$19.46	\$5.00	\$0.58	\$0.19	\$0.00	\$3.89	\$0.15	\$0.00	\$0.00	\$29.27	\$39.00
Groundman 1 yr or more w/CDL	\$23.00	\$5.00	\$0.69	\$0.23	\$0.00	\$4.60	\$0.15	\$0.00	\$0.00	\$33.67	\$45.17
Equipment Mechanic A	\$28.23	\$5.00	\$0.85	\$0.28	\$0.00	\$5.65	\$0.15	\$0.00	\$0.00	\$40.16	\$54.28
Equipment Mechanic B	\$25.55	\$5.00	\$0.77	\$0.26	\$0.00	\$5.11	\$0.15	\$0.00	\$0.00	\$36.84	\$49.62
Equipment	\$22.86	\$5.00	\$0.69	\$0.23	\$0.00	\$4.57	\$0.15	\$0.00	\$0.00	\$33.50	\$44.93

Mechanic C												
Line Truck w/uuger	\$25.18	\$5.00	\$0.76	\$0.25	\$0.00	\$5.04	\$0.15	\$0.00	\$0.00	\$36.38	\$48.97	
Apprentice	Percent											
1st 1000 hrs	60.00	\$21.23	\$5.00	\$0.63	\$0.21	\$0.00	\$4.25	\$0.15	\$0.00	\$0.00	\$31.47	\$42.08
2nd 1000 hrs	65.00	\$23.00	\$5.00	\$0.69	\$0.23	\$0.00	\$4.60	\$0.15	\$0.00	\$0.00	\$33.67	\$45.17
3rd 1000 hrs	70.00	\$24.77	\$5.00	\$0.74	\$0.25	\$0.00	\$4.95	\$0.15	\$0.00	\$0.00	\$35.86	\$48.24
4th 1000 hrs	75.00	\$26.54	\$5.00	\$0.80	\$0.27	\$0.00	\$5.31	\$0.15	\$0.00	\$0.00	\$38.07	\$51.33
5th 1000 hrs	80.00	\$28.30	\$5.00	\$0.85	\$0.28	\$0.00	\$5.66	\$0.15	\$0.00	\$0.00	\$40.24	\$54.40
6th 1000 hrs	85.00	\$30.07	\$5.00	\$0.90	\$0.30	\$0.00	\$6.01	\$0.15	\$0.00	\$0.00	\$42.43	\$57.47
7th 1000 hrs	90.00	\$31.84	\$5.00	\$0.96	\$0.32	\$0.00	\$6.37	\$0.15	\$0.00	\$0.00	\$44.64	\$60.56

Special Calculation Note :**Operator "A"**

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

LAWRENCE, LICKING, LOGAN, LORAIN,
MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PORTAGE, PREBLE,
RICHLAND, ROSS, SCIOTO, SHELBY,
STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON,
WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.15 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 11

Change # : lcn01-2012kpLoc11

Craft : Elevator Effective Date : 03/28/2012 Last Posted : 03/28/2012

[illegible]

Special Calculation Note : Vacation calculated at 6% up until 5yrs of service, then 8% thereafter.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

The total number of Helpers & Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper or Apprentice may be employed for the first (2) teams and an extra Helper or Apprentice for each additional (3) teams.

Special Jurisdictional Note :

Details :

Name of Union: Glazier Local 387

Craft : Glazier Effective Date : 11/27/2013 Last Posted : 11/27/2013

[illegible]

ADAMS, BROWN, BUTLER, CHAMPAIGN,
CLARK, CLERMONT, CLINTON, DARKE,
FAYETTE*, GREENE, HAMILTON,
HIGHLAND, MIAMI, MONTGOMERY,
PREBLE, SHELBY*, WARREN

Special Jurisdictional Note : Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East. Shelby County: Southern portion of routes #47 & 29.

Details :

Name of Union: Ironworker Local 372

Craft : Ironworker Effective Date : 10/16/2013 Last Posted : 10/16/2013

[illegible]

ADAMS*, BROWN, BUTLER*, CLERMONT,
CLINTON, HAMILTON, HIGHLAND*,
WARREN*

[http://198.234.41.198/w3/Webwh.nsf/\\$docUniqIDAll/852565B80070693285257817007695...](http://198.234.41.198/w3/Webwh.nsf/$docUniqIDAll/852565B80070693285257817007695...) 5/2/2014

Townships include: Harlan, Deerfield, Hamilton.

Details :

Work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding & tying all materials used to reinforce concrete construction, except loading & unloading by hand. Realigning of reinforced iron, wire mesh placing, bricking, pulling & similar reinforcing materials, placing steel dowels, as well as refastening. Reinforcing steel & wire mesh in roadways & sidewalks in connection with building construction also erection & fabrication of preconnection with building construction, also erection & fabrication of prestressed & precast joist, beams, columns, slabs, walls, roofs, tanks, manholes, trenches & covers. Handling of "J" or Jack bars on slip form. Metal Decking similar to "corruform when used for floor forms over metal or concrete supports whether welded or clipped. Post tension. All loading & unloading, hoisting, placing & tying of all post tensioning cables. Also wrecking of cones, wedging of the tendons, stressing, cutting & repairing.

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 44

Change # : OCNO1-2013fbLoc44

Craft : Ironworker Effective Date : 06/20/2013 Last Posted : 06/19/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Structural	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Ornamental	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Machine Mover/Rigger	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Conveyer Mechanic	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Maintenance/Heavy Hwy	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Welder A	\$25.25		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.84	\$56.47
Welder B	\$25.50		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$44.09	\$56.84
Sheeter	\$25.00		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$43.59	\$56.09
Fence Erector	\$22.70		\$6.20	\$8.60	\$0.60	\$0.00	\$3.00	\$0.19	\$0.00	\$0.00	\$41.29	\$52.64
Apprentice	Percent											
1st yr A	50.00	\$12.50	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$28.34	\$34.59
1st yr B	55.00	\$13.75	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$29.59	\$36.47
1st yr C	60.00	\$15.00	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$30.84	\$38.34
1st yr D	65.00	\$16.25	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$32.09	\$40.21
2nd yr A	70.00	\$17.50	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$33.34	\$42.09
2nd yr B	75.00	\$18.75	\$6.20	\$8.60	\$0.60	\$0.00	\$0.25	\$0.19	\$0.00	\$0.00	\$34.59	\$43.97
3rd yr A	80.00	\$20.00	\$6.20	\$8.60	\$0.60	\$0.00	\$0.50	\$0.19	\$0.00	\$0.00	\$36.09	\$46.09
3rd yr B	85.00	\$21.25	\$6.20	\$8.60	\$0.60	\$0.00	\$0.50	\$0.19	\$0.00	\$0.00	\$37.34	\$47.97
4th yr A	90.00	\$22.50	\$6.20	\$8.60	\$0.60	\$0.00	\$1.00	\$0.19	\$0.00	\$0.00	\$39.09	\$50.34
4th yr B	95.00	\$23.75	\$6.20	\$8.60	\$0.60	\$0.00	\$1.00	\$0.19	\$0.00	\$0.00	\$40.34	\$52.22
4th yr	100.00	\$25.00	\$6.20	\$8.60	\$0.60	\$0.00	\$1.00	\$0.19	\$0.00	\$0.00	\$41.59	\$54.09

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

at this time.

Ratio :

1 Journeymen to 1 Apprentice
2 Journeymen to 2 Apprentice
10 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS*, BROWN, BUTLER*, CLERMONT,
HAMILTON, HIGHLAND*, WARREN*

Special Jurisdictional Note : Adams County Twps included: Bratton, Scott, Winchester, Wayne. Butler County Twps included: Oxford, St. Clair, Fairfield, Morgan, Liberty, Union, Ross, Reily, Hanover. West Chester. Highland County Twps included: Dotson, Salem, Clay, White Oak, Hamer, New Market, Concord, Jackson, Washington. Warren County Twps included: Harlan, Deerfield, Hamilton.

Details :

Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and non ferrous sheets when attached to steel frames, columns, beams, bar-joists, trusses, grinders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment (erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, Chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding, roofing, gutters, downspouts and erection of all.

Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading/off

loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron or steel, for stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel iron, lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals and composite materials

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2014fbLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2014 Last Posted : 04/30/2014

[illegible]

Special Calculation Note : Watchmen have no Apprentices

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COLUMBIANA,
COSHOCOTON, 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.

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), 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)

Group 3

Blast and Powder Person, Muckers (with miners), Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person, Grade Checker

Group 4

Miner, Welder, Gunnite Nozzle Person

Name of Union: Labor Local 265 Building

[illegible]

Details :

Classification Descriptions :

Group 1

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger, Wrecking Laborer

Group 2

Bottom Man, Pipe Layer

Group 3

Skid Steer, Industrial Fork Lift Operator, Burning Torch Operator, Jack Hammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggies, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous Material Removal - (levels A, B, & C), High lifts, Lulls & Dingo

Group 4

Bottom Jack Hammer Man

Group 5

Tunnel Laborer

Group 6

Gunnite Nozzle Operator

Name of Union: Labor Local 265A Mason Tender

Craft : Laborer Effective Date : 06/25/2014 Last Posted : 06/25/2014

[illegible]

BROWN, CLERMONT, CLINTON, HAMILTON

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2014jcLoc18zone3

Craft : Operating Engineer Effective Date : 05/07/2014 Last Posted : 05/17/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$32.24		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.14	\$62.26
Class 2	\$32.12		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.02	\$62.08
Class 3	\$31.08		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$44.98	\$60.52
Class 4	\$29.90		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$43.80	\$58.75
Class 5	\$24.44		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$38.34	\$50.56
Class 6	\$32.49		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.39	\$62.64
Class 7	\$32.74		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.64	\$63.01
Class 8	\$33.24		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$47.14	\$63.76
Class 9	\$33.49		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$47.39	\$64.13
Apprentice	Percent											
1st Year	50.00	\$16.12	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$30.02	\$38.08
2nd Year	60.00	\$19.34	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$33.24	\$42.92
3rd Year	70.00	\$22.57	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$36.47	\$47.75
4th Year	80.00	\$25.79	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.69	\$52.59
Field Mechanic Trainee												
1st Year	50.00	\$16.12	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$30.02	\$38.08
2nd Year	60.00	\$19.34	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$33.24	\$42.92
3rd Year	70.00	\$22.57	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$36.47	\$47.75
4th Year	80.00	\$25.79	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.69	\$52.59

Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprenice, while

Jurisdiction (* denotes special jurisdictional note) :

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

employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth.

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 :

**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 required to have CDL

Class 1 - Barrier Moving Machine; 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) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic 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 work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - 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 Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; 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; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); 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 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); 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); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2014fbLoc18hevhwyII

Craft : Operating Engineer Effective Date : 05/21/2014 Last Posted : 05/21/2014

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Class 1	\$32.44	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.34	\$62.56
Class 2	\$32.32	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.22	\$62.38
Class 3	\$31.28	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$45.18	\$60.82
Class 4	\$30.10	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$44.00	\$59.05
Class 5	\$24.64	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$38.54	\$50.86
Class 6	\$32.69	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.59	\$62.93
Class 7	\$32.69	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.59	\$62.93
Class 8	\$32.94	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.84	\$63.31
Great Lakes Floating Agreement											
Class 1	\$39.70	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$53.25	\$73.10
Class 2A	\$38.20	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 2B	\$38.20	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 3	\$34.00	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.55	\$64.55
Class 4	\$28.30	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.85	\$56.00
Apprentice	Percent										
1st Year	50.00	\$16.22	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$30.12	\$38.23
2nd Year	60.00	\$19.46	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$33.36	\$43.10
3rd Year	70.00	\$22.71	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$36.61	\$47.96
4th Year	80.00	\$25.95	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$39.85	\$52.83
Field Mech Trainee Class 2											
1st year	49.80	\$16.16	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$30.06	\$38.13
2nd year	59.78	\$19.39	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$33.29	\$42.99
3rd year	69.73	\$22.62	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$36.52	\$47.83
4th year	79.73	\$25.86	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$39.76	\$52.70

Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :**Details :**

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

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (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, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (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); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production

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

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

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

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

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

GREAT LAKES FLOATING AGREEMENT:

Class 1 - Diver,Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)

Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator (Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 123 & 238 HevHwy

Change # : LCN01-2014fbLoc123

Craft : Painter Effective Date : 05/21/2014 Last Posted : 05/21/2014

[illegible]

Special Calculation Note : Apprentices based on % of each Classification above.

Ratio :

1 Journeyman to 1 Apprentice per job
3 Journeyman to 1 Apprentice per company

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair

garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 (Columbus Area) Sign

Change # : CN01-2003Loc639BCols

Craft : Painter Effective Date : 06/01/2005 Last Posted : 03/20/2003

[illegible]

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, BROWN, BUTLER,
CLARK, CLERMONT, CLINTON, DARKE,
DELAWARE, FAIRFIELD, FAYETTE,
FRANKLIN, GALLIA, GREENE,
HAMILTON, HIGHLAND, HOCKING,
JACKSON, LAWRENCE, LICKING,
MADISON, MEIGS, MIAMI,
MONTGOMERY, MORGAN, MUSKINGUM,
PERRY, PICKAWAY, PREBLE, ROSS,
SCIOTO, UNION, VINTON, WARREN

Special Jurisdictional Note :

Details :

**Name of Union: Painter Locals 123 & 238
Commercial & Industrial**

Craft : Painter Effective Date : 05/21/2014 Last Posted : 05/21/2014

[illegible]

Special Calculation Note :

Ratio :

(1) Journeymen to (1) Apprentice per jobsite
(3) Journeymen to (1) Apprentice per company

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :**Details :**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Name of Union: Painter Locals 123 & 238

Craft : Drywall Finisher Effective Date : 05/28/2014 Last Posted : 05/28/2014

[illegible]

Ratio :

1 Journeyman to 1 Apprentice per job
3 Journeyman to 1 Apprentice per company

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Cincinnati)

Change # : LCN01-2014fbLoc132

Craft : Plasterer Effective Date : 04/30/2014 Last Posted : 04/30/2014

[illegible]

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

Ratio :

1 Journeyman to 1 Apprentice
4 Journeyman to 2 Apprentice
7 Journeyman to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

Name of Union: Roofer Local 42

Craft : Roofer Effective Date : 12/19/2012 Last Posted : 12/19/2012

[illegible]

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Employer may employ one apprentice for every two journeymen in his employment.	ADAMS, BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN
--	--

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Name of Union: Sheet Metal Local 24 (Cincinnati)

Craft : Sheet Metal Worker Effective Date : 06/01/2014 Last Posted : 05/07/2014

[illegible]

BROWN, CLERMONT, HAMILTON,

4 Journeymen to 2 Apprentices
7 Journeymen to 3 Apprentices
10 Journeymen to 4 Apprentices
Thereafter, 3 Journeymen to 1 Apprentice

HIGHLAND

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2014fbLoc669

Craft : Sprinkler Fitter Effective Date : 03/19/2014 Last Posted : 03/19/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$31.88		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$51.32	\$67.26
Indentured prior to April 2010												
50%	\$16.26		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$24.41	\$32.54
50%	\$16.26		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$24.41	\$32.54
55%	\$17.89		\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$32.86	\$41.81
60%	\$19.51		\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.48	\$44.24
65%	\$21.14		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$40.58	\$51.15
70%	\$22.76		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$42.20	\$53.58
75%	\$24.39		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$43.83	\$56.03
80%	\$26.02		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$45.46	\$58.47
85%	\$27.64		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$47.08	\$60.90
90%	\$29.27		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$48.71	\$63.35
Apprentice	Percent											
Indentured on or after April 2010	45.88	\$14.63	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.53	\$29.84
CLASS 2	51.00	\$16.26	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.16	\$32.29
CLASS 3	56.12	\$17.89	\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$32.86	\$41.81
CLASS 4	61.20	\$19.51	\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.48	\$44.24
CLASS 5	66.30	\$21.14	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$36.36	\$46.92
CLASS 6	71.40	\$22.76	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.98	\$49.36
CLASS 7	76.49	\$24.39	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$39.61	\$51.80
CLASS 8	81.63	\$26.02	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.24	\$54.26
CLASS 9	86.70	\$27.64	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$42.86	\$56.68
CLASS 10	91.80	\$29.27	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.49	\$59.12

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

Ratio :

1 Journeyman 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, 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 :**

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Name of Union: Truck Driver Bldg & Hwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Craft : Truck Driver Effective Date : 06/29/2011 Last Posted : 06/29/2011

[illegible]

http://198.234.41.198/w3/Webwh.nsf/\$docUniqIDAll/852565B80070693285256E97006... 11/30/2011

Ratio :

3 Journeymen to 1 Apprentice
per company/project

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

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

Special Jurisdictional Note :**Details :**

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

Name of Union: Truck Driver Bldg & Hwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Craft : Truck Driver Effective Date : 06/29/2011 Last Posted : 06/29/2011

http://198.234.41.198/w3/Webwh.nsf/\$docUniqIDAll/852565B800706932852573140053... 1/16/2014

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

3 Journeymen to 1 Apprentice
per company/project

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

Details :

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

SECTION VII

**Sample Contract and Change Order Form
IVY POINTE BOULEVARD EXTENSION**

CONTRACT 20xx-xx

PROJECT NO. 95295 IVY POINTE BOULEVARD EXTENSION

THIS AGREEMENT, made and entered into this _____ day of _____ in the year Two Thousand and Fourteen, by and between the Clermont County Transportation Improvement District, 2381 Clermont Center Drive, Batavia Ohio 45103, hereafter designated as the CCTID, and _____, hereinafter designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the CCTID for the consideration herein below mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm and timely substantial manner the following project in accordance with the surveys, plats, plans, cross-sections and profiles and specifications on file in the office of the said CCTID and in accordance with the specifications and conditions hereinbefore and hereinafter set forth, all of which are made a part hereof as if totally rewritten herein:

PROJECT NO. 95295, IVY POINTE BOULEVARD EXTENSION

The project includes the furnishing of all labor, equipment, and materials needed to construct Project No. 95295: IVY POINTE BOULEVARD EXTENSION.

The provisions contained in the "Notice to Contractors," the "General Instructions," the "Bid Proposal," and the "General Provisions" (including any conditions or specifications incorporated therein), as well as any provisions in the surveys, plats, cross-sections, profiles, and other associated plans for this work on file in the offices of the CCTID, are also hereby combined, and incorporated by reference thereto, as part of this agreement.

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

In consideration whereof, the CCTID hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, or lump sum, as stated in the proposal, the sum of approximately:

TOTAL AMOUNT: \$

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

CONTRACTOR

CLERMONT COUNTY TRANSPORTATION DISTRICT,
CLERMONT COUNTY, OHIO

(COMPANY/CORPORATION NAME)

(Chair)

(Vice Chair)

(TITLE/POSITION)

(SEAL)

(SEAL)

APPROVED AS TO FORM:

CCTID Legal Counsel

Date

**Clermont County Transportation Improvement District (CCTID)
Construction Change Order Form**

PROJECT: _____

Contract No.: _____

CONTRACTOR: _____

Change Order No: _____

The terms and conditions of the above-referenced Contract shall govern this Change Order. This Change Order is mutually agreed to amend the above-referenced Contract as follows:

The Contract Sum will be adjusted as follows, and any payments made to Contractor hereunder will be paid according to the terms of the Contract. The change, if any, in the Contract Price shall be computed according to one of the following methods (select as appropriate):

- ___ 1. No Change
- ___ 2. Lump Sum of \$ _____
- ___ 3. Unit Price GMP _____
- ___ 4. Other (Describe) _____

The Contract Time will be increased by _____ (___) calendar Days. If left blank, this shall be considered a zero time extension Change Order.

By signing below, Contractor acknowledges that this Change Order is a full and final settlement of all claims against Clermont County, the Clermont County Transportation Improvement District, the Engineer, and their respective officers, trustees, partners, members, agents, and volunteers arising from the work described in this Change Order and any other work affected by or related to the work described herein (collectively the "Change Order Work"). Thus as consideration for this Change Order, Contractor hereby releases all claims for any additional compensation or time extensions arising out of or related to the Change Order Work, including but not limited to, claims for additional compensation for any materials, labor, services, overhead, profit, and any time extensions or damages arising out of or related to any delays or impacts on the Contractor's schedule for performance of the Contract and Change Order Work ("Claims"). Contractor expressly waives any right to pursue any further Claims arising out of or related to the Change Order Work. Any Contractor Claims back-up, change order proposals, change orders or other documentation that may be attached to this Change Order are agreed solely to described the changed work in question and, if applicable, the Contractor's pricing thereof, but does not vary, amend, alter in any way, the terms and conditions herein and the scope of the terms, conditions, agreements, payment amounts, releases, and waivers expressly set forth in this Change Order. Any estimated quantities of items of Unit Price Work are not guaranteed and are solely to determine an initial guaranteed maximum change order price. Engineer will determine the actual quantities and classifications of Unit Price Work that Contractor performs but in no event shall the final change in Contract Price exceed the amount(s) set forth above.

Recommended By: _____
Clermont County Engineer's Office
Printed Name: _____

Date: _____

Accepted By: _____
Contractor
Printed Name: _____

Date: _____

Accepted By: _____
Chairman – Clermont County TID
Printed Name: _____

Date: _____