

**PROJECT:**

**2018 Township Chip & Seal Program**

P R O P O S A L

LOGAN COUNTY  
BOARD OF COMMISSIONERS

Joe Antram  
John Bayliss  
Dustin Wickersham

Letting: **Tuesday, April 24, 2018 at 10:00 A.M.**

Company \_\_\_\_\_

Submitted by \_\_\_\_\_

Street \_\_\_\_\_

Post Office Box \_\_\_\_\_

City \_\_\_\_\_

State and Zip \_\_\_\_\_

Telephone \_\_\_\_\_

LOGAN COUNTY, OHIO

2018 TOWNSHIP CHIP & SEAL PROGRAM

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## NOTICE FOR BIDS

Notice is hereby given that bids will be received at the office of the Logan County Commissioners, 117 E. Columbus Ave., Suite 100, Bellefontaine, Ohio, 43311, Tuesday, April 24, 2018 at 10:00 A.M., Ohio Standard Time for the purpose of **SEALING OF TOWNSHIP ROADS WITH BITUMINOUS MATERIAL** (2018 Township Chip Seal Program) according to specifications on file in the Logan County Commissioners Office.

Bids shall be submitted on forms furnished by the Logan County Commissioners.

Bids shall have separate unit prices for all items on each road.

Bids will be furnishing labor, equipment, and materials.

As specified in R.C. 153.54, a bidder must submit 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 letter of credit in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

“Domestic steel use requirements as specified in section 153.011 of the Revised Code apply to this project. Copies of section 153.011 of the Revised Code can be obtained from any of the offices of the department of administrative services.”

Bids will be awarded to the lowest and best bidder, based on the grand total of the Unit Price Bid.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on Logan County's web page at: [http://www.lceo.us/Bid\\_Documents/index.html](http://www.lceo.us/Bid_Documents/index.html)

By Order of the Board of  
Logan County Commissioners

Kacy D. Kirby, Clerk/Admin.

Posted: April 10, 2018

Advertised: April 10 and April 17, 2018

## **INSTRUCTIONS TO BIDDERS**

**DATE AND PLACE FOR OPENING PROPOSALS:** Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the County Commissioners of Logan County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Clerk of the Board of Logan County Commissioners and read aloud; the awarding of the contract, if awarded, will be made by the Board of Logan County Commissioners within 30 days after the opening of the proposals.

**FORM FOR PROPOSALS:** All proposals shall be made upon the blank form of proposal attached hereto, and should give the lump sum price or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

**OMISSIONS AND DISCREPANCIES:** Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Logan County Engineer's Designee, Harvey Grimes, who may send a written instruction to all bidders.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** Logan County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced, may be rejected; any proposal accompanied by an insufficient or irregular bid guarantee may be rejected.

**BID GUARANTEE AND PERFORMANCE BOND:** Bid guarantees and performance bonds shall be in the form as specified in the Notice to Contractors.

**ACCEPTANCE OF PROPOSAL:** Within thirty (30) days after the opening of proposals, the Board of County Commissioners will act upon them. The acceptance of a proposal shall bind the successful bidder to execute the contract, and to be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Logan County Commissioners.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT:** Any bidder whose proposal is accepted will be required to appear in person in the office of the Board of Logan County Commissioners, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

**COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete and attach this affidavit to each bid proposal. The amount of the bid guarantee, as specified in Sections 153.54 (B), (C), (D) and (E) of the Ohio Revised Code, accompanying the proposal shall be retained by Logan County as liquidated damages for such breach.

**COMPLETION DATE:** – September 1, 2018.

**PRICES:** The prices are to include the furnishing of all materials, plant, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

**INTERPRETATIONS AND ADDENDA:** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to The Logan County Engineer's Designee, Todd Bumgardner, P.O. Box 427, Bellefontaine, Ohio 43311.

**UNIT PRICE:** The unit prices specified in the "Unit Price Bid" column will govern the awarding of the contract.

The contractor shall make the extensions in "Total Amount Bid" column, and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder, the total shall be changed as only the unit price shall govern.

**OHIO REVISED CODE**  
**SECTION 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.



for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.

6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  
7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed by \_\_\_\_\_ in my presence this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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





two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.

6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  
7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

**COMPETITIVE BIDDER'S  
PERSONAL PROPERTY TAX AFFIDAVIT  
LOGAN COUNTY, OHIO (R.C. 5719.042)**

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that: (Check appropriate lines)

\_\_\_\_\_ He is a sole proprietorship doing business under his own name.

\_\_\_\_\_ He is a sole proprietorship doing business under the name of \_\_\_\_\_

\_\_\_\_\_ He is a general partner of the partnership known as \_\_\_\_\_

\_\_\_\_\_ He is a duly authorized officer of the corporation named \_\_\_\_\_

The business address of the bidder is \_\_\_\_\_

\_\_\_\_\_ ; Telephone \_\_\_\_\_

The undersigned further says that the bidder at the time of submitting his or its bid:

\_\_\_\_\_ Was not charged with any delinquent personal taxes in Logan County, Ohio.

\_\_\_\_\_ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

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

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

STATE OF OHIO:

: ss:

LOGAN COUNTY :

Before me, a notary, in and for said county, personally appeared

\_\_\_\_\_ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of \_\_\_\_\_)

(general partner of the Partnership known as \_\_\_\_\_)

(duly authorized officer of the Corporation name \_\_\_\_\_),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

COMMISSIONERS:

\_\_\_\_\_ No delinquent taxes – file

\_\_\_\_\_ Delinquent taxes - sent to County Engineer

\_\_\_\_\_  
Clerk

**WRITTEN CONTRACT**

On acceptance of the proposal for said work \_\_\_\_\_do hereby bind myself or ourselves this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to enter into a written contract with the Board of Logan County Commissioners within ten (10) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW**

Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:**

Name \_\_\_\_\_ Address \_\_\_\_\_

Sole Owner \_\_\_\_\_ Telephone \_\_\_\_\_

**IF A PARTNERSHIP, SIGN BELOW:**

Name \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Telephone \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

Partner \_\_\_\_\_ Address \_\_\_\_\_

**IF A CORPORATION, SIGN BELOW:**

Incorporated under the laws of the State of \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_  
Title of Officer Signing

## GENERAL CONDITIONS

1. \_\_\_\_\_ The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to such standards.

The State of Ohio Department of Transportation Construction and Material Specifications as revised January 1, 2013 shall govern all items on this project.

2. \_\_\_\_\_ The following Definitions and Terms refer to the State of Ohio Department of Transportation Construction and Materials Specifications.
- a) The State: Whenever the term "The State" appears in the specifications it shall be changed to mean Logan County, acting through its authorized representatives.
  - b) Department: Whenever the term "The Department" appears on the specifications it shall be changed to mean the office of the Logan County Engineer.
  - c) Director: Whenever the term "The Director" appears in the specifications it shall be changed to mean the Logan County Engineer.
  - d) The Engineer: Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Logan County Engineer or his duly authorized representative.
  - e) The Laboratory: Whenever the word "Laboratory" appears in the Contract Documents or specifications it shall mean an independent testing consultant in the employ of the County to provide testing for this project.

3. \_\_\_\_\_ The Engineer shall furnish to the Contractor free of charge, all copies of drawings and specifications necessary for the execution of the work.

4. \_\_\_\_\_ The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation, and other facilities necessary for the execution, and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ to work any unfit person or anyone not skilled in the work assigned to him.

5. \_\_\_\_\_ The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

6. \_\_\_\_\_ Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.

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 drawings and specifications are at variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for Changes in the work.

7. \_\_\_\_\_ The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss, except as may be due to errors in the Contract Documents. He shall adequately protect adjacent property. He shall provide and maintain all passage ways, barricades, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed and authorized.

8. \_\_\_\_\_ The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

9. \_\_\_\_\_ The Contractor shall at all times keep a satisfactory superintendent on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

10. \_\_\_\_\_ The County, without invalidating the Contract, subject to Section 5555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract Amount being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it expedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made therefrom.

11. \_\_\_\_\_ If the Contractor should be adjudged a bankrupt, or be in any manner financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of this Contract then the County, upon written certification by the Engineer that sufficient cause exists to justify such action may without prejudice to any other remedy and after giving the Contractor seven (7) days notice, terminate the employment of the Contractor and take possession of all tools, appliances, and materials thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

12. \_\_\_\_\_ If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

13. \_\_\_\_\_ If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate within fourteen (14) days after it is due, or if the County should fail to pay the Contractor within fourteen (14) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.

14. \_\_\_\_\_ The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- (A) Defective work not remedied.
- (B) Claims filed or evidence indicating probable filing.
- (C) Failure of the Contractor to pay bills.
- (D) Doubt that the Contract can be completed for the balance then unpaid.

When above grounds are removed payment shall be made for amounts withheld on account of them.

15. \_\_\_\_\_ The Contractor shall indemnify and save harmless the County from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the County, by reason or any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

16. \_\_\_\_\_ The Contractor shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract.



The Contractor shall also procure and maintain during the life of this Contract, Contractor's Public Liability Insurance in an amount not less than \$100,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than \$300,000 on account of one accident, and the Contractor's Property Damage Insurance in an amount not less than \$100,000. Evidence of same must be submitted upon receipt.

17. \_\_\_\_\_ The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County.
18. \_\_\_\_\_ The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
19. \_\_\_\_\_ The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
20. \_\_\_\_\_ The Contractor shall, as directed by the Engineer, remove from public and private property at his expense all temporary structures, rubbish and waste materials resulting from his operations.
21. \_\_\_\_\_ The Contractor will be expected to pay the State prevailing minimum wage to all labor employed on this project as ascertained and determined for Logan County, Ohio. A copy of the said prevailing minimum wage is attached.
22. \_\_\_\_\_ For each calendar day that any work shall remain uncompleted after the contract completion date, the liquidated damages, as described in 108 of the State of Ohio, Department of Highway's Materials and Specifications, dated January 1, 2017 may be imposed.
23. \_\_\_\_\_ The Contractor will comply with Sections 153.59 and 153.60 O.R.C., Discrimination and Intimidation on Account of Race, Creed, or Color, and Forfeiture, when performing the work on this project.
24. \_\_\_\_\_ "Domestic steel use requirements as specified in section 153.011 of the Revised Code apply to this project. Copies of section 153.011 of the Revised Code can be obtained from any of the offices of the department of administrative services."

## SUPPLEMENTAL GENERAL CONDITIONS

### ENUMERATION OF PLANS, SPECIFICATIONS, STANDARD DRAWINGS AND ADDENDA

Following are the Plans, Specifications, Standard Drawings and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

#### Plan Drawings

Plan Package \_\_\_\_\_ Attached

The above plans were prepared by the Logan County Engineers Office.

#### Specifications

O.D.O.T. Construction and Materials Specifications, dated January 1, 2016.

#### Standard Drawings

O.D.O.T. Standard Construction Drawings

MT-97.10 \_\_\_\_\_ dated \_\_\_\_\_ 7-18-2014

## GENERAL NOTES

### 2018 Township Chip & Seal Program

**Specifications:** The Contractor shall meet the requirements of Section 422 of the State of Ohio Department of Transportation Construction and Material Specifications.

**Mobilization and Bonding:** The Contractor shall fulfill the mobilization requirements detailed in Sections 624.01, 624.02 and 624.03 of the State of Ohio Department of Transportation Construction and Material Specifications.

The Contractor shall also include the cost of the bonding requirements in these items.

**Traffic Control:** When paving all routes, the Contractor may close the portions of the routes under construction to through traffic or the Contractor may elect to maintain traffic by providing flaggers. Should the contractor choose to close the road, the following requirements must be met.

The Contractor shall notify the Engineer of the closure a minimum of seven working days prior to closing the road. This will allow notice to be given to the public.

- The Contractor shall only close the road being paved between two adjacent intersections.
- The Contractor shall allow residents along the closed portion access to their homes or businesses at all time.
- The Contractor shall provide access for emergency vehicles at all times.
- The Contractor shall provide appropriate signs, cones and other devices to warn and inform the public. Such devices shall be approved by the Engineer,
- The Contractor shall not close the road over night or during the hours of darkness.
- The Contractor shall provide flaggers and signs to direct traffic and to direct trucks turning into or backing into the construction area.

**Misc.:** If at any time before the commencement or during the progress of the work, tools and equipment appear to the engineer to be insufficient or inappropriate to secure the quality of the work required at the proper rate of progress, the engineer may order the contractor to increase their efficiency, to augment their number, or to substitute new tools or equipment as the case may be, and the contractor must conform to such order.

**Estimated Quantities:** The quantities on these plans are estimated using the application rates shown. The Contractor's attention is called to the requirements of Section 407.03 of the Construction and Materials Specifications, which detail the requirements of the measuring devices to be present and functioning on the distributor.

A weight ticket shall accompany each delivery of bituminous material from the bituminous material producer. Copies of all material quantity tickets shall be delivered to the Logan County Engineer's Office on a daily basis during the project.

The Contractor shall provide the actual application rate for the materials provided for the project.

The Contractor shall obtain aggregate samples and confirm that the aggregates and liquid are compatible in all respects.

**Bituminous Material:**

HFRS-2P

**Aggregate Materials:**

The Contractor shall use #8 stone for all work

**Commencement of Work:** The County Engineer and Township Trustees shall be notified by the Contractor seven days prior to work commencement, to allow the County Engineer and Township Trustees to prepare the project site. The Contractor must provide a detailed work schedule, by township and road, to the County Engineer by noon on Thursday of the week prior.

**If proper notice is not given to the County Engineer or Township Trustees, the Contractor will not be paid.**

**The County Engineer's inspector must be present during any work on County roads.**

**Basis of Payment:** Payment will be based on actual quantities used during the project. Copies of all material quantity tickets shall accompany the billing statement. The billing statement shall be sent to:

Logan County Engineer's Office  
P.O. Box 427  
Bellefontaine, Ohio 43311

Payment will be made when the project is completed, and the final inspection made and the work is accepted by the Township Trustees. No payment shall be made for any unauthorized work.

2018 TOWNSHIP CHIP SEAL - LOGAN COUNTY BID FORM

4/9/2018 11:44

ITEM TWP ROAD	LOG FROM	POINT TO	LENGTH IN FEET	WIDTH	SQ. YRDS.	409.00 HRS-2P @.44 GAL/S.Y.	No. 8 Agg. 25 lbs./S.Y. Tons	UNIT PRICE	TOTAL
<b>Rushcreek</b>									
TR116	CR50	CR12	9086	14	14134	6218	176		
TR136	CR25	CR5	10823	18	21846	9824	270		
<b>TOTAL</b>					<b>35780</b>	<b>15742</b>	<b>446</b>		
<b>Monroe</b>									
Holiday Ln	TR55	Cul-De-Sac	1190	17	2248	989	28		
TR165	CR5	CR47	8049	16.5	14756	6492	184		
<b>TOTAL</b>					<b>17004</b>	<b>7481</b>	<b>212</b>		
<b>Pleasant</b>									
TR43	CR24	SR235	2597	18.5	5338	2348	66		
TR43	SR235	CR11	6885	17	13194	5805	164		
<b>TOTAL</b>					<b>18532</b>	<b>8153</b>	<b>230</b>		
<b>Lake*</b>									
TR217*	Railroad	TR56	2976	6	1864	1249	24		
<b>Harrison</b>									
TR46	SR47	CR13	6904	16.5	12657	5569	158		
TR46	CR13	CR91	8017	15	13362	5879	167		
TR200	Union TWP East	TR198	4007	17	7569	3330	94		
<b>TOTAL</b>					<b>33588</b>	<b>14778</b>	<b>419</b>		
<b>Stokes</b>									
Shoreline	CR293	END	616	14	958	421	11		
King	CR293	END	2530	19	5341	2350	66		
Princess	CR293	King	1397	18	2794	1229	34		
Princess	CR293	King	1412	19	2981	1311	37		
Queen	CR293	King	868	19	1832	806	22		
<b>TOTAL</b>					<b>13907</b>	<b>6117</b>	<b>170</b>		
<b>McArthur</b>									
TR220	TR46	TR31	1715	13	2477	1089	30		
<b>Bell Addition</b>									
Kickapoo	Mohawk	Cul-De-Sac	740	17	1398	615	17		
Mohawk	Bell	Kickapoo	995	17	1879	826	23		
Wyandot	Bell	Shawnee	621	22	1518	667	18		
Wyandot	Shawnee	Mohawk	361	17	682	300	8		
Shawnee	Kickapoo	Wyandot	980	19	2069	910	25		
Bell	Wyandot	CR57	1508	22	3686	1621	46		
Bell	Bell	CR57	1785	18	3590	1579	44		
<b>TOTAL</b>					<b>7954</b>	<b>3497</b>	<b>96</b>		
<b>GRAND TOTAL TOWNSHIPS</b>			<b>14.43</b>		<b>128749</b>				

MILES

\* Strip Seal each side 3.0" #67 stone

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

**MAILING LIST**  
**2018 TOWNSHIP CHIP & SEAL PROGRAM**

Ray Hensley, Inc.  
3790 Crabill Road  
Springfield, OH 45502  
[gwilt@rayhensley.com](mailto:gwilt@rayhensley.com)

Wagner Paving  
Attn: Kermit Miller  
P.O. Box B  
Laura, OH 45337-0802  
[bkress@woh.rr.com](mailto:bkress@woh.rr.com)  
[jay@wagnerpaving.com](mailto:jay@wagnerpaving.com)

The Shelly Company  
Attn: Bryan Karhoff  
1700 Fostoria Avenue  
Suite 200  
PO Box 3100  
Findlay, OH 45840  
[BKarhoff@shellyco.com](mailto:BKarhoff@shellyco.com)

Dayton Builder's Exchange  
2077 Embury Park Road  
Dayton, OH 45414  
1-866-907-6300, 1-937-278-3843(fax)  
[info@bxohio.com](mailto:info@bxohio.com)

McGraw Hill-Dodge Reports  
950 Contract St.  
Lexington, KY 40505  
800-393-6343, 800-625-3488(fax)  
[dodge\\_reocmw@mcgraw-hill.com](mailto:dodge_reocmw@mcgraw-hill.com)

Ohio Construction News  
7261 Engle Road, Suite 304  
Cleveland, Ohio 44130  
800-969-4700, 800-229-4626(fax)  
[annie@cncnewsonline.com](mailto:annie@cncnewsonline.com)

Laborers-Employers Cooperation and Education Trust  
P.O.Box46217, Cincinnati, Ohio 45246  
614-832-7134, 614-839-9298(fax)  
Attn: Carmen D. Henderson  
[swo-lectet@cinci.rr.com](mailto:swo-lectet@cinci.rr.com)

General Decision Number: OH180002 04/06/2018 OH2

Superseded General Decision Number: OH20170002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/16/2018
5	03/09/2018
6	04/06/2018

BROH001-001 06/01/2017

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.65	14.55

BROH001-004 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	14.55

BROH003-002 06/01/2017

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships

(lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

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

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

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

GROUP 7 - Boom from 180 and over.

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 ENGI0018-004 05/01/2017

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 34.84	14.76
GROUP 2.....	\$ 34.72	14.76
GROUP 3.....	\$ 33.68	14.76
GROUP 4.....	\$ 32.50	14.76
GROUP 5.....	\$ 27.04	14.76
GROUP 6.....	\$ 35.09	14.76
GROUP 7.....	\$ 35.09	14.76

OPERATING ENGINEER CLASSIFICATIONS



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

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

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

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

(Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

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

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

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		

4,

(Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 33.34	19.64
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IRON0550-004 05/01/2017		

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 27.20	19.13
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IRON0769-004 06/01/2017		

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

	Rates	Fringes
IRONWORKER.....	\$ 31.33	23.97
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IRON0787-003 12/01/2017		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.68	21.55
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LAB00265-008 05/01/2017		

Rates                      Fringes

\* LABORER - See NEXT page

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 30.25	10.75
GROUP 2.....	\$ 30.42	10.75
GROUP 3.....	\$ 30.75	10.75
GROUP 4.....	\$ 31.20	10.75
CUYAHOGA AND GEauga COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 32.86	10.75
CUYAHOGA, GEauga & LAKE		

COUNTIES

GROUP 1.....	\$ 31.48	10.75
GROUP 2.....	\$ 31.65	10.75
GROUP 3.....	\$ 31.98	10.75
GROUP 4.....	\$ 32.43	10.75
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 29.82	10.75
GROUP 2.....	\$ 29.99	10.75
GROUP 3.....	\$ 30.32	10.75
GROUP 4.....	\$ 30.77	10.75

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

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PAIN006-002 05/01/2017

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

Rates Fringes

PAINTER  
COMMERCIAL NEW WORK;

6

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.77	22.56
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PLUM0577-002 06/01/2017		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 33.40	22.98
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PLUM0776-002 07/01/2017		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 35.00	23.03
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TEAM0377-003 05/01/2017		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.68	14.31
GROUP 2.....	\$ 27.10	14.31

TRUCK DRIVER CLASSIFICATIONS

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

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

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TEAM0436-002 05/01/2017		

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.40	16.05

GROUP 1: Straight & Dump, Straight Fuel

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

8.

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION