

# NOTICE TO CONTRACTORS

The Bethel Township Trustees will accept bids at their office and open sealed bids **at their office at 8735 South Second Street, Brandt, Tipp City, Ohio 45371** on

**Friday, July 5, 2013 by 3pm**

for the following:

For furnishing all labor, material, and equipment for Bethel Township's 2013 Chip Seal Program on various township roads according to specifications on file in the Bethel Township's Office.

Said bids shall be on a unit price basis and shall be in writing on proposal blanks furnished by the Township and included herein.

Pursuant to Section 153.54 of the Ohio Revised Code, the bidder shall submit a BID GUARANTY as a guarantee that the bidder, if successful, will enter into a contract with the Township. The BID GUARANTY shall be in the form of either:

1. A bond in accordance with Section 153.54 (B) of the Ohio Revised Code for the full amount of the bid; or
2. A certified check, cashiers check, or letter of credit (Chapter 1305 Ohio Revised Code) in accordance with Section 153.54 (C) of the Ohio Revised Code in an amount equal to 10% of the bid.

Sealed bids shall be addressed to the Bethel Township Trustees and shall arrive or be delivered to their office on or before the above stated time and date. Bids shall be marked, **"CHIP SEAL BID"**.

You may view this notice on the Bethel Township Trustees' web site by going to [www.betheltownship.org](http://www.betheltownship.org).

The Bethel Township Trustees reserve the right to reject any or all bids, to waive any irregularities in the bids when to the advantage of the township and to select the best bid in their judgment.

**BETHEL TOWNSHIP TRUSTEES**

BY: Andy Ehrhart, Township Administrator

# SPECIFICATIONS

1. The improvement consists of preparing and applying a single chip seal in accordance with these specifications and ODOT specifications Item 422.00 on the following Bethel Township roads:
  - 1) Agenbroad Road – 3385' x 19.50± - Dayton-Brandt Road to Palmer Road  
#8 Stone – HFRS-2P .40 gal/SY
  - 2) Bethelville Road – 2500' x 19.00± - Agenbroad Road to Dead End  
#8 Stone – HFRS-2P .40 gal/SY
2. All materials furnished and work performed shall conform to the current State of Ohio Department of Transportation Construction and Material Specifications for Item 422.00 Chip Seal, unless modified by the these specifications.
3. The initial preparation (clipping and/or sweeping) of the roads to be resurfaced and any additional preparations needed will be the responsibility of the contractor.
4. Traffic shall be maintained at all times to the satisfaction of the Township Trustees. The item of maintaining traffic shall be in accordance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and include the furnishing of lights, signs, barricades, and flagmen equipped with "Walkie-Talkie" radio gear that will insure constant communication between the flagmen at all times in order to provide unimpeded flow of traffic twenty four (24) hours daily, and this item shall be included in the bid price per square yard of seal work. No work shall be done between 6:00 p.m. Friday and 6:00 a.m. Monday, unless otherwise authorized by the Township.
5. All work done under these specifications shall be under the supervision of the Bethel Township Trustees, acting either directly or through their properly authorized agent.
6. The contractor shall bid a unit price per square yard for furnishing, applying, and rolling the single chip seal surface. No additional claim(s) shall be made without first obtaining a written order from the Trustees authorizing additional work.
7. Payment for the work required for completion of this project shall be made for actual quantities of material placed in accordance with these specifications and after inspection and final approval of the Township Trustees.
8. Payment will be made on the basis of the unit price bid, as adjusted per these specifications, for all quantities in place up to 90% of the total estimated quantity. Payment to the contractor shall be made within 30 days after the request for payment has been approved by the Township Trustees. The amount retained shall be paid to the contractor within 30 days after final approval of the entire project by the Township Trustees.
9. All contractors employed upon the work shall and will be required to conform to all labor laws of the State of Ohio and to all other laws, ordinances, and legal requirements applicable thereto. The minimum wage to be paid any and all classes of labor employed

on this contract shall conform with the prevailing wage rates on public improvements as determined by the Department of Industrial Relations in accordance with Section 4115, Ohio Revised Code.

10. The Bethel Township Trustees will award the contract to the lowest and/or best proposal in their opinion but they reserve the right to reject any or all bids, to increase or decrease the bid quantities and to waive any irregularities in the bids should the same be to the advantage of the Township.
11. Each bid must contain the name of every person interested therein and pursuant to Section 153.54 of the Ohio Revised Code; the bidder shall submit a bid guaranty as a guarantee that the bidder, if successful, will enter into a contract with the Township. The bid guaranty shall be in the form of either:
  1. A bond in accordance with Section 153.54 (B) of the Ohio Revised Code for the full amount of the bid. The bond is retained for the successful bidder, but returned to the unsuccessful bidders after the contract is executed (sample enclosed);
  2. A certified check, cashiers check, or letter of credit (Chapter 1305, Ohio Revised Code) in accordance with Section 153.54 (C) of the Ohio Revised Code in an amount equal to 10% of the bid. The certified check, cashier's check, or letter of credit will be returned to all bidders when the contract is executed.
12. The successful bidder shall furnish to the Township a performance bond or bid guaranty in the amount of 100% of the bid to provide for the completion of the contract, with an additional obligation for the payment by the contractor, and by all sub-contractors for all labor performed or materials and tools furnished and for the use of repairs to equipment used in connection with the contract. The form of the bond shall be as follows:
  1. If a 100% bond according to Section 153.54 (B) of the Ohio Revised Code is submitted with the bid, the successful bidder's bond shall be retained. The form of the bond shall be as stated in Section 153.571 of the Ohio Revised Code.
  2. If a certified check, cashiers check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code in the amount equal to 10% of the bid is submitted with the bid, the successful bidder shall file a performance bond for the amount of the contract. The form of the performance bond shall be as stated in Section 153.57 of the Ohio Revised Code.
13. General Liability and Automobile Liability Insurance

The contractor shall take out and maintain this type insurance and shall require any of the Subcontractors performing work covered by the contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

A. (Comprehensive) Automobile Liability covering:

1. Bodily injury in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each person and **One Million Dollars (\$1,000,000.00)** for each occurrence, and
2. Property damage in an amount not less than **One Million Dollars (\$1,000,000.00)** for each occurrence.

B. (Comprehensive) General Liability covering:

1. Bodily injury in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each occurrence and **One Million Dollars (\$1,000,000.00)** aggregate, and
2. Property damage in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each occurrence and **One Million Dollars (\$1,000,000.00)** aggregate.

The contractor shall require all Subcontractors to carry General Liability Insurance in like amounts.

The contractor shall provide the Township with a certificate of such insurance prior to any performance of work under the contract of construction.

Payment of this item shall be included in the cost per S.Y. bid for the chip seal work.

14. None of the work to be done under this contract shall be sublet or assigned without the written consent of the Bethel Township Trustees. Any assignment of this contract will not release the contractor or his surety from the faithful performance of the contract.

15. POLITICAL CONTRIBUTIONS

The bidder must submit the affidavit included in this bid packet with his bid proposal; which certifies that he is in conformance with the Ohio Revised Code as follows: Sections 3517.13(I)(3) and 3517.13(J)(3) require that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods or services with a cost aggregating more than \$10,000 dollars in a calendar year 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 Sections 3517.13(I)(1) and 3517.13(J)(1) are in compliance with the aforementioned provisions.

16. COMPLETION DATE:

1. The completion date for all road projects shall be **August 30, 2013**.

17. Any delay beyond the time given to start or complete the work on this contract shall be charged to the contractor at the rate of \$500.00 per calendar day, as liquidated damages for said delay, the amount to be charged to be deducted from any money due the contractor. These damages are considered to be the cost of the engineering and inspection of this contract. Any extension of time must be approved in writing by the Township Trustees.
18. If at any time the Township are of the opinion that the work to be done under this contract is being improperly performed and if the contractor upon notice shall not take the proper measures to remedy same, the Trustees may proceed to place upon the roads to be resurfaced the required tools, labor, equipment and materials to complete the required work in accordance with the specifications, which work and all costs incident thereto shall be charged to the contractor and his bond.
19. In any controversy arising between the parties to this contract, regarding an interpretation of these specifications, and the method of application, the decision of the Bethel Township Trustees shall be final.

20. PRICE ADJUSTMENTS

ODOT CMS Item 401.20 shall not be applicable for this project nor will any price adjustments be made to compensate for the price volatility of fuel, steel, or other construction materials and/or services.

21. PRECONSTRUCTION MEETING

Prior to commencing work on this project, the successful bidder shall schedule a preconstruction conference with the Township Trustees. This meeting will be held at the Township's convenience at the Township Trustees office at 8735 South Second Street, Brandt, Tipp City, Ohio 45371.

22. BID SUBMISSION

All bids shall be on the proposal blank furnished by the Township Trustees and shall be submitted in a sealed envelope plainly marked "**Chip Seal Bid**" and addressed to the Bethel Township Trustees, 8735 South Second Street, Brandt, Tipp City, Ohio 45371.

All bids must be received prior to the opening date and time as stated in the notice to bidders.

All bids must include the following:

1. Bidding Blank (supplied)
2. Hold Harmless Agreement Clause (supplied)
3. Bond, Check, or Letter of Credit per above
4. Affidavit in conformance with Political Contribution Limits of ORC 3517.13

## 2013 - ESTIMATED QUANTITIES

ROAD #	ROAD	LOG POINT		LENGTH MI/FT	WIDTH FEET/AV	SQUARE YARDS	BINDER	AGGREGATE
		BEGIN	END					
T-183	Agenbroad Road	Pisgah Road	Palmer Road	5,300'	19.50±	7,330	HFRS-2P .40 gal/SY	#8
T-1148	Bethelville Road	Agenbroad Road	Dead End	2,500'	19.00±	5,280	HFRS-2P .40 gal/SY	#8
				TOTAL		12,610		

# 2013 BIDDING BLANK

## BETHEL TOWNSHIP CHIP SEAL SURFACE MAINTENANCE

To The Bethel Township Trustees:

The undersigned herewith submits a bid of (written) \_\_\_\_\_  
\_\_\_\_\_dollars (\$\_\_\_\_\_) for the materials  
and labor involved in applying all items listed on the bidding blank on the specified roads and  
bridges in accordance with the plans and specifications for said improvement.

BASE BID	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL AMOUNT BID
ODOT Item 422 Chip Seal HFRS-2P .40 GAL/SY; #8's	12,610	SY	\$	\$

This bid is accompanied by a bid bond in the sum of \$\_\_\_\_\_ for the full  
amount of the bid, or a \_\_\_\_\_ (certified check, cashiers check, or letter of  
credit) in the sum of \_\_\_\_\_ being not less than ten percent (10%) of the  
total amount bid, as a guarantee that if said bid is accepted a contract will be signed by the  
bidder for performance of the work and the material bid upon as per conditions of the bid, and  
will furnish a bond to the Bethel Township Trustees for the performance of the contract as may  
be required by law.

Are exceptions taken to the standard specifications?\_\_\_\_\_ (If yes, bidder shall detail  
reasons for exceptions on attached sheet.)

Completion Date:\_\_\_\_\_

Firm:\_\_\_\_\_

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

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

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

Phone No.:\_\_\_\_\_ Fax No.:\_\_\_\_\_

## Prevailing Wage Determination Cover Letter

County:

MIAMI

Determination Date: 05/08/2013

Expiration Date: 08/08/2013

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.

**Prevailing Wage Rate  
Skilled Crafts  
Name of Union: Labor Hwy 3**

Change # : LCN02-2012kpLocalHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2012 Last Posted : 04/25/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Laborer Group 1	\$26.22		\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.52	\$48.63
Group 2	\$26.39		\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.69	\$48.89
Group 3	\$26.72		\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.02	\$49.38
Group 4	\$27.17		\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.47	\$50.06
Watch Person	\$18.95		\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$28.25	\$37.72
<b>Apprentice</b>	<b>Percent</b>											
0-1000 hrs	60.00	\$15.73	\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$25.03	\$32.90
1001-2000 hrs	70.00	\$18.35	\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$27.65	\$36.83
2001-3000 hrs	80.00	\$20.98	\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.28	\$40.76
3001-4000 hrs	90.00	\$23.60	\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.90	\$44.70
More than 4000 hrs	100.00	\$26.22	\$6.00	\$2.90	\$0.30	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.52	\$48.63

**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, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY,

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

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

**Details :**

**Group 1**

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

**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

**Prevailing Wage Rate  
Skilled Crafts  
Name of Union: Operating Engineers - HevHwy II**

Change # : LCN01-2012jcLoc18hevhwylI

Craft : Operating Engineer Effective Date : 05/01/2012 Last Posted : 04/25/2012

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Class 1	\$30.79	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$43.84	\$59.24
Class 2	\$30.67	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$43.72	\$59.06
Class 3	\$29.63	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$42.68	\$57.50
Class 4	\$28.45	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.50	\$55.72
Class 5	\$22.99	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$36.04	\$47.53
Class 6	\$31.04	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.09	\$59.61
Class 7	\$31.04	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.09	\$59.61
Class 8	\$31.29	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.34	\$59.99
Great Lakes Floating Agreement											
Class 1	\$36.65	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$49.45	\$67.77
Class 2A	\$35.15	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.95	\$65.52
Class 2B	\$35.15	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.95	\$65.52
Class 3	\$31.25	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.05	\$59.67
Class 4	\$25.90	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.70	\$51.65
<b>Apprentice</b>	<b>Percent</b>										
1st Year	50.00	\$15.40	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$28.44	\$36.14
2nd Year	60.00	\$18.47	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$31.52	\$40.76
3rd Year	70.00	\$21.55	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$34.60	\$45.38
4th Year	80.00	\$24.63	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$37.68	\$50.00
Field Mech Trainee											
1st year	49.80	\$15.33	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$28.38	\$36.05
2nd year	59.75	\$18.40	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$31.45	\$40.65
3rd year	69.73	\$21.47	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$34.52	\$45.25
4th year	79.70	\$24.54	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$37.59	\$49.86

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

**Ratio :** **Jurisdiction ( \* denotes special jurisdictional note ) :**  
For every (5) Operating Engineer Journeymen employed ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, by the company , there may be employed (1) Registered BELMONT, BROWN, BUTLER, CARROLL,

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.

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.

Class 4 - 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.

**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**

**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

**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**

**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, 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.



**Department  
of Commerce**

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4009  
Reynoldsburg, OH 43068-9009  
Phone 614-644-2239 | Fax 614-728-8639  
TTY/TDD 800-750-0750  
www.com.ohio.gov  
An Equal Opportunity Employer and Service Provider

**John R. Kasich**, Governor  
**David Goodman**, Director

**Affidavit Of Compliance  
PREVAILING WAGES**

I, \_\_\_\_\_, \_\_\_\_\_ do hereby certify  
(Name of Person Signing Affidavit) (Title)

that the wages paid to all employees of: \_\_\_\_\_  
(Company Name)

for all hours worked on the project: \_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Project Location)

during the period from \_\_\_\_\_ to \_\_\_\_\_ are in  
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

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

\_\_\_\_\_  
(Print Name of Officer or Agent)

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

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

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

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## CERTIFIED PAYROLL REPORT

Employer Name & Address				Name of General / Prime Contractor				Project Name & Location					Contracting Public Authority								
Check if subcontractor				Week Ending				Payroll # Page _____ Of					Project Number								
1. Employee Name, Address and Social Security Number		2. Work Class	3. Hours Worked - Day & Date						4. Project Total Hrs.	5. Base Rate	6. Project Gross		Fringes: Cash Approved Plans Cash & Approved Plans			8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid	
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Date \_\_\_\_\_ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

## HOLD HARMLESS AGREEMENT CLAUSE

To the maximum extent permitted by law, the contractor \_\_\_\_\_ agrees to indemnify and hold harmless and defend Bethel Township Trustees, its officials, agents, servants, and employees from payment of any sum or sums of money to any persons whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the contractor, his employees, agents or subcontractors for any negligent act, error or omission in the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing) all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damaged property, claims, suits, costs, attorney's fees, cost of investigation and of defense.

It is further the intent of this agreement to hold the contractor responsible for the payment of any and all claims, suits, or liens due to any negligent act, error or omission in any way attributable to or asserted against Bethel Township Trustees and/or its officials, agents, servants or employees as a result of the performance of this contract or asserted against both the Bethel Township Trustees and the contractors.

In addition to holding Bethel Township Trustees harmless, the contractor will provide defense for Bethel Township Trustees, its officials, agents, servants and/or employees and will pay the costs of that defense.

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

SIGNED: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

**BID GUARANTY AND CONTRACT BOND**  
O.R.C. Sec. 153.571

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned

\_\_\_\_\_ as PRINCIPAL and

(Here insert full name or legal title of Contractor and address)

\_\_\_\_\_ as SURETY are

(Here insert full name or legal title or Surety)

hereby held and firmly bound unto **The Bethel Township Trustees** as OBLIGEE in the penal sum of the dollar amount of the bid submitted by the PRINCIPAL to the obligee on \_\_\_\_\_ to undertake the project known  
(Date)

as \_\_\_\_\_.  
(Here insert full name of Project)

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 bids 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 foregoing blank is not filled in, the penal sum will be the full amount of the PRINCIPAL's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named PRINCIPAL has submitted a bid for the above referenced 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 per cent of 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 lowest 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 pays to the OBLIGEE the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; 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;

NOW ALSO, if the said PRINCIPAL shall well and faithfully do and perform the things agreed by said PRINCIPAL to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials suppliers 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 claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said SURETY on its bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PRINCIPAL:**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_

BY: \_\_\_\_\_

**SURETY ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SURETY AGENT:**

\_\_\_\_\_



**CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

THE BETHEL TOWNSHIP TRUSTEES (the "Subdivision") has entered into a contract for the provision of goods and/or services with \_\_\_\_\_ (the "Provider"), an individual, partnership, unincorporated business, an association, a professional association, estate, trust, corporation, or business trust, the situs of the principal office and place of operations of which is located at \_\_\_\_\_. The undersigned authorized agent of the Provider certifies on behalf of the Provider that all of the following persons, if applicable, are in compliance with Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code with respect to all public officials who have or had authority to award that contract and all public officials who may authorize or receive goods and/or services under that contract:

- A. Myself;
- B. Each partner or owner of the partnership or association;
- C. Each shareholder of the association;
- D. Each executor or administrator of the estate;
- E. Each trustee of the trust;
- F. Each owner of more than twenty percent (20%) of the corporation or business trust;
- G. Each spouse of any of the above listed persons;
- H. Each child, between seven (7) and seventeen (17) years of age, of any of the above listed persons;
- I. Any political action committee associated with the partnership, the unincorporated business, the estate, the trust, the corporation, or the business trust; and,
- J. Any combination of the persons and entities identified in (A) through (I) above.

The undersigned certifies such compliance on and since \_\_\_\_\_ (and on the date the Subdivision and the Provider entered into the Contract referenced above if it has not been entered into fully by them). This certification shall be a part of the above-referenced Contract between the Subdivision and the Provider.

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

AUTHORIZED REPRESENTATIVE

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

**WARNING**

**By signing this Certification of Compliance with Ohio Revised Code Section 3517.13, you are making a representation as to the truth of the statements contained herein. Making a false certification is a felony crime punishable by up to eighteen months in prison, and/or up to \$2,500.00 for an individual or \$7,500.00 for an organization. R.C. § 3517.992(R)(3).**

**THIS DOCUMENT SHOULD BE RETAINED FOR RECORD PURPOSES.**