

Project Number: 260306

PID #: 121406

Contract ID: BUT121406

SBE Goal: 5.0%

BUTLER

BUT/WAR-IR 75-07.04/00.00 Long Jts

E260(213)

SPOT PATCHING / PAVEMENT REPAIR

Percentage of project Bidder must possess Work Types, and Perform Work: 50

Federal Authorization Date: 4/28/2026

**THE 2023 CONSTRUCTION AND MATERIAL SPECIFICATION BOOK IS PART OF THE
BIDDING DOCUMENTS ON THIS PROJECT**

PROPOSAL

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

Pamela Boratyn, Director

June 25, 2026

Submitted by _____

Bidder Id _____

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PN 019 – 1/28/2026 - PREPARATION OF PROPOSAL

ELECTRONIC BIDDING REQUIREMENTS

The Department uses the Bid Express website (<http://www.bidx.com>) as an official repository for electronic bid submittal. Bidders must prepare and submit their bids electronically using Enhanced Bidding via Bid Express.

The Department will not accept handwritten bids or bids generated electronically from software other than that used and supplied by the Department. All handwritten bids and bids generated electronically from software other than that used and supplied by the Department shall be considered non-responsive and ineligible for award. The Department will only accept and consider bids that have been produced and submitted using Enhanced Bidding via Bid Express.

The Department's Office of Contracts will provide planholders with a proposal, plan set and any required addenda. Most addenda will not be provided by hard copy, but will be available on the Office of Contracts website at: <https://contracts.dot.state.oh.us>. Planholders will be notified of all addenda via email. All proposals, plans and addenda are also available on the Office of Contracts web site.

Electronic bids must comply with all special provisions, the Construction and Material Specifications, Supplemental Specifications and the rules and regulations of the Ohio Department of Transportation regarding bid preparation and bid submittal.

Blank unit prices will be considered an invalid bid EXCEPT in the case of optional designs (projects where the bidder is required to bid on only one design). Unit prices of zero are not permitted at any time.

Addenda and/or amendments must be acknowledged in the Bid Acknowledgement section of the bid in order for your bid to be considered for award of this project. The section contains the certification of receipt of all hard copy proposals, addenda, plans, standard specifications and supplemental specifications. Supplemental Questionnaire information regarding the bidder's outstanding ODOT and non-ODOT work have also been included in this section. Submitted bids must incorporate all addenda/amendments that are posted for that project by the bid deadline. Failure to incorporate changed quantities or items in the Enhanced Bid submission will result in the rejection of the bid.

Bidder data required under 49 CFR § 26.11 must be obtained for all DBEs and non-DBEs, who bid as prime contractors and subcontractors on each federally assisted contract. Information collected must be submitted with bids and incorporated into the Project Bids/Bidders List tab. The Bidders List Template (Excel file) must be downloaded from our website, the link can be found on the Bidders List tab in the bid. This file will be filled out and submitted with the bid on Bidx. Failure to submit the required Bidders List information may result in rejection of the bid.

Each bidder is required to file with his bid a certified check or cashier's check for an amount equal to five percent (5%) of its bid, but in no event more than fifty thousand dollars, or a bid bond for ten percent (10%) of its bid payable to the "Director of Transportation." Electronic bid bonds will be verified upon submission of bids through Bid Express. Bidders must obtain and verify a Bond ID number from the surety. This Bond ID must be entered in the "Bond ID Number" field in the Bid Bond Section of the bid.

If the contractor chooses to submit a certified check to guaranty its bid, the Department's Office of Contracts will accept a check up to 72 hours in advance of the letting. The Office of Contracts must receive the certified check by 10:00 a.m. on the day the project sells. All checks must be sent to ODOT, Office of Contracts, Attention: Letting Manager, First Floor, 1980 W. Broad St., Columbus, Ohio 43223.

The successful bidder must furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the awarded contract amount. (Ohio Revised Code Section 5525.16)

Any bid received after 10:00 a.m. on the scheduled day of opening will receive no further consideration for award. The Department will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

The Department will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the case of disruption of national communications or loss of services by <https://www.bidx.com> during this two-hour period, the Department will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

PN 008 – 01/16/2026 – SMALL BUSINESS ENTERPRISE (SBE) TRUCKING; SBE SUPPLIERS

COUNTING SBE TRUCKING TOWARDS SBE CONTRACT GOALS

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

The Apparent Low Bidder/Awarded Contractor is responsible for performing any Good Faith Efforts (GFEs) that may be necessary if it includes, in good faith, an SBE trucking firm on its SBE Utilization Plan and the Apparent Low Bidder/Awarded Contractor becomes aware (or is made aware) that the SBE trucking firm is not performing a CUF or that the trucking services provided by the SBE trucking firm are not countable to the extent previously believed.

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

- It provided the Bidder/Apparent Low Bidder/Awarded Contractor with a quote. The SBE trucking firm must be given the opportunity to negotiate its rates.
- It is responsible for the management and supervision of its entire trucking operation, including any valid arrangement(s) (as described below) in which its services are countable towards the SBE contract goal. The extent of the SBE trucking firm's management and supervision are considered on a case-by-case basis. The existence of a contract between the Awarded Contractor and the SBE trucking firm is not in and of itself an indicator that the SBE trucking firm is performing a CUF, especially if the contract exists for the mere purpose of creating the appearance of SBE participation.
- It must own and operate at least one fully licensed, properly insured, and operational truck used on the contract.

When an SBE trucking firm performs a CUF, the dollar amount of trucking services it provides counts towards the SBE contract goal *only in instances meeting at least one of the following criteria*:

- It provides trucking services using trucks it owns, properly insures, and operates using drivers it employs (i.e., that are not 1099 "employees"/independent contractors).
- It provides trucking services with trucks that are leased on a long-term basis (i.e., one year or more) from a non-SBE truck leasing company, properly insured, and operated by drivers it employs.

The dollar amount of trucking services provided using leased trucks will only be countable in cases where all the following circumstances apply:

- The SBE trucking firm's lease indicates that the SBE trucking firm has exclusive use of and control over the leased truck(s), including responsibility for maintenance and insurance. This does not preclude the leased truck(s) from working for others during the term of the lease with the SBE trucking firm's consent, as long as the lease gives the SBE trucking firm absolute priority for use of the leased truck(s).
- The leased trucks display the SBE trucking firm's name and federal identification number.
- The leased truck(s), when onsite, carry a copy of the lease agreement.

SBE TRUCKING DISCLOSURE AFFIDAVITS

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

ODOT will monitor trucking with the following requirements for all ODOT-let projects:

1. Prime Contractors will be required to provide a master list of trucks for all anticipated SBE trucking firms to the CCO within seven (7) days of the Pre-Construction Meeting.

Note: If no SBE trucking is anticipated on a project, the Prime will complete the "No Anticipated SBE Trucking Affidavit" and submit it to the CCO within seven (7) days of the Pre-Construction Meeting. If SBE trucking/hauling does occur, the Prime must notify the CCO within seven (7) days of the SBE trucking activity. The Prime will then complete the monthly Affidavits as required below.

2. The CCO will email the Affidavit to the Prime, along with the Pre-Construction documentation. Prime Contractors will be required to complete the Affidavit disclosing the SBE trucking operations during the previous month. The Prime will return the Affidavit by the 10th day of each month (if the 10th day falls on a weekend, the deadline moves to the following Monday).

They will select one of the following options on the Affidavit:

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

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

- The SBE firm utilized SBE & Non-SBE trucking.

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

- No trucking was performed.

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

3. Trucking will continue to be monitored at project sites by construction field staff and the CCOs.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow the SBE Trucking Disclosure Affidavit requirements may result in the issuance of sanctions as follows:

- 1st Level Occurrence: The Administrator for the Office of Civil Rights Compliance, under the Division of Opportunity, Diversity & Inclusion (ODI), will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated SBE Trucking Affidavit, utilizes SBE trucking and does not notify the CCO within seven days of the activity);
- 2nd Level Occurrence: ODI may withhold an estimate in the amount due to the SBE trucking firm(s) that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated SBE Trucking Affidavit, utilizes SBE trucking and does not notify the CCO within seven days of the activity);
- 3rd Level Occurrence: If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

COUNTING MATERIALS AND SUPPLIES PURCHASES FROM SBE SUPPLIERS

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

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

The Bidder/Apparent Low Bidder/Awarded Contractor must seek information from SBE suppliers to allow it to be sufficiently informed about the nature of the transaction and which scenario listed below applies. The Apparent Low Bidder/Awarded Contractor must document this information on the SBE Affirmation Form (<https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-affirmation>).

SBE SUPPLIER COUNTING SCENARIOS

- The purchase price of materials obtained from an SBE supplier may be **fully countable** only if the SBE supplier:
 - Manufactures the materials, as indicated by the information provided by the SBE supplier (subject to verification by ODOT). A manufacturer SBE supplier is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When an SBE makes minor modifications to the materials, supplies, articles, or equipment, the SBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product; and
 - Is identified by ODOT as having the demonstrated capacity to manufacture the materials.
- The purchase price (including transportation costs) of materials obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
 - Does not manufacture the item(s);
 - Owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business, as indicated by the information provided by the SBE supplier (subject to verification by ODOT) (See below for an exception to this requirement for materials that are considered bulk materials.);
 - Is an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the materials;
 - Is identified by ODOT as, over a reasonable period of time, keeping sufficient quantities and regularly selling the materials;
 - Provides all the materials from inventory **or** provides at least 51 percent of the materials from inventory, with the remainder being of the general character as those provided from inventory; and
 - Does not drop-ship the materials.

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

- The purchase price (including transportation costs) of materials and supplies that are considered bulk materials (petroleum products, steel, concrete or concrete products, gravel, stone, asphalt, and others that ODOT may consider to be bulk materials, plus materials that are not typically stocked due to their unique characteristics (e.g., limited shelf life) or because the material must be ordered to specification) and are obtained from an SBE supplier may be **countable at 60%** only if the SBE supplier:
 - Delivers the materials using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees, as indicated by the information provided by the SBE supplier (subject to verification by ODOT);

- Is an established business that engages, as its principal business and under its own name, in the purchase and sale of the materials;
 - Is identified by ODOT as owning/leasing and operating distribution equipment that is suitable for the materials; and
 - Does not drop-ship the materials.
- The purchase price (including transportation costs) of materials and supplies that are obtained from a distributor SBE supplier that neither maintains sufficient inventory nor uses its own distribution equipment may be **countable at 40%** only if the distributor SBE supplier:
 - Is an established business that engages in the regular sale or lease of the materials;
 - Takes ownership of the materials from the point of origin to the destination;
 - Ships the materials using a third party carrier unaffiliated with the originator (*i.e.*, the materials' manufacturer or wholesaler);
 - Assumes responsibility (*i.e.*, all risk for loss or damage) for the materials once those materials leave the point of origin, making it liable for any and all loss or damage during transportation not covered by the carrier's insurance; and
 - The purchase price of materials and supplies obtained from an SBE supplier but not in accordance with any of the above scenarios is **not countable**, but the fees or commissions charged by the SBE supplier are countable if ODOT deems such fees to be reasonable and if the SBE supplier convincingly explains how the Bidder/Apparent Low Bidder/Awarded Contractor benefits by transacting business with it rather than directly with the non-SBE vendor from which the SBE supplier is re-selling.

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

PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

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

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

It is the policy of the Ohio Department of Transportation that ODOT and the Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes

of action to ODOT. The provisions of this article shall become effective at the time ODOT executes this contract without further acknowledgment by any of the parties.

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

PN 015 – 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised October 23, 2023 and located [here](#)) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

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

1 st Tier: Letter of Reprimand

2 nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

3 rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

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

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PN 029 – 01/20/2023– ON THE JOB TRAINING (OJT) PROVISIONS The primary objective of the OJT Program is to offer equal opportunity for the training and upgrading of minorities, women, and disadvantaged persons toward journey person status in the highway construction trades, and to establish a plentiful and well diverse pool of skilled workers for the highway construction industry.

The Contractor shall adhere to all requirements of the OJT Program as set forth in the most recent version of the ODOT On the Job Training Program Plan located here [OJT+Program+Plan+2020+Final+-+12.16.2020.pdf](#) (ohio.gov) and incorporated in its entirety herein by reference.

FHWA 1391 PROVISIONS: The FHWA annual Equal Employment Opportunity (EEO) Report is required for all federal-aid construction contracts (as required by Form FHWA-1273 and 23 CFR Part 230, Subpart C). The annual EEO Report collects employment data, specifically highlighting employment of racial/ethnic minorities and women, from all construction contractors with active federal-aid contracts valued at \$10,000 or more (except for those contracts awarded under [23 U.S.C. 117](#)), during the designated reporting period. Accurate reporting of data is imperative in order to maintain federal funding for future ODOT Federal-Aid Highway Construction projects.

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

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

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

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

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and sub-contractors to submit the provisions of FHWA-1391 by the dates provided by the administering agency in their contract, or in their lower tier subcontracts, may result in the issuance of sanctions as follows:

1st Tier: Damages equivalent to the administrative fee's amount of (\$100/day) established in section 109.12 for each incident of non-compliance, beginning the 1st day after the deadline date established in the 2nd written request for submittal of the FHWA 1391 Report.

2nd Tier: If a pattern of occurring administrative fee's persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

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

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, and/or trucking firm, you are contractually obligated to comply with the state administrating agency request for the submittal of the FHWA 1391 – Contractors Annual Equal Employment Opportunity (EEO) Report. It should reflect the total employment on all Federal-Aid Highway Projects in the State as of July 31st. The staffing figures to be reported should represent the project work force on board in all or any part of the last payroll period preceding the end of July. The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Table B should include only apprentices and on-the-job trainees as indicated.

All lower-tier Subcontractor (DBE and non-DBE), and trucking firm (DBE and non-DBE) sub agreements must include this EEO reporting obligation.

PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.

(b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

(c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

PN 031 – 07/21/2023 - PROMPT PAYMENT - ODOT-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT (the Department) and, by extension, its Prime Contractors and Subcontractors (including DBEs and non-DBEs and including traditional subcontractors as well as material suppliers and trucking firms, collectively referred to herein as Subcontractors). The State of Ohio's laws related to prompt payment are published in Ohio Revised Code (ORC) 4113.61. ORC 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for contracts with U.S. Department of Transportation financial assistance (i.e., federally-funded contracts), Title 49, Part 26, Section 29 of the Code of Federal Regulations (CFR) (i.e., 49 CFR 26.29).

The Department monitors the payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, ORC 4113.61, C&MS 107.21 and, for federally funded contracts, 49 CFR 26.29. To facilitate this monitoring, the Department requires Prime Contractors to report their remitted payments to specified Subcontractors, and Subcontractors to report their remitted payments to specified lower-tier Subcontractors, as follows.

- Prime Contractors must report remitted payments to subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firms (DBE/EDGE only, unless the trucking firm sublets to a lower-tier DBE/EDGE firm) (collectively, Subcontractors).
- Subcontractors must report remitted payments to lower-tier subcontractors (DBE/EDGE and non-DBE/EDGE), suppliers (DBE/EDGE only), and trucking firms (DBE/EDGE only) (collectively, "Lower-tier Subcontractors").

The Prime Contractor must report remitted payments to Subcontractors within 10 calendar days of each payment it receives from the Department. Each Subcontractor must report remitted payments to Lower-tier Subcontractors within 10 calendar days of receipt of each payment received from the Prime Contractor. Payers must report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Payment is defined as: issuing Electronic Funds Transfer (EFT) or putting a check in the mail to a subcontractor. The 10 calendar day requirement is met the date that the payment is issued to the subcontractor, not received.

All subcontractor payment reporting must take place within the Signet® application. Signet is a third-party service supported by the vendor for usage by the Prime Contractor and subcontractors. Signet is only a

reporting tool; it does not process financial transactions. ODOT does not provide direct technical support for Signet.

All projects that have at least one Subcontractor are required to use Signet. Anyone needing access to Signet must submit a request to signet-support@infotechinc.com. Licensing and usage fees for the Signet service are incidental to the Project. The Signet vendor will charge a set fixed fee of \$1,000 per each Contract requiring Signet regardless of Contract value, Contract duration, or number of subcontractors. Prime Contractors are responsible for obtaining a Project-specific Signet license regardless of the number of Subcontractor payments made. The Prime Contractor shall be responsible for paying this fee to the Signet vendor. Helpful information on reporting Subcontractor payments in Signet may be found (as of the date of this Proposal Note) at <https://infotechinc.zendesk.com> (click Signet).

If a Prime does not anticipate having at least one subcontractor, they are not required to obtain a Signet license for that project. However, at any point in the life of the contract the Prime determines that there will be a Subcontractor, they have 10 days to notify the Department and obtain a Project-specific Signet license.

If any contractor or Subcontractor has not previously worked on an ODOT project and/or does not have a AASHTOWare Project™ - Civil Rights & Labor (CRL) account, that contractor or Subcontractor must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so contractors and Subcontractors MUST have accounts for both systems.

Prime Contractors and Subcontractors shall not record or verify payments in CRL for Projects requiring Signet.

The payer (whether Prime Contractor or Subcontractor) must report the following information:

- 1.) The name of the payee;
- 2.) The dollar amount of the payment to the payee;
- 3.) The date the payee was paid;
- 4.) The retainage or other amount withheld (if any), and the reason for the withholding (if other than for retainage).
- 5.) For DBEs, the purpose of the payment (e.g., subcontracting, trucking, supply (manufacturer), supply (regular dealer), supply (broker).
- 6.) Anything else Signet asks for.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being commingled with a payment for work performed or materials supplied).

Subcontractors and Lower-tier Subcontractors must verify, in Signet, each payment reported by a payer within 10 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected or not.

The Prime Contractor must include the above prompt payment and reporting requirements in all Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only, unless the supplier sublets to a lower-tier DBE/EDGE firm), and trucking firm (DBE/EDGE only, unless the trucking firm sublets to a

lower-tier DBE/EDGE firm) agreements that it enters into and further require that all such subcontractors include the same prompt payment and reporting obligation in their lower-tier Subcontractor (DBE/EDGE and non-DBE/EDGE), supplier (DBE/EDGE only), and trucking firm (DBE/EDGE only) agreements. The project specific Signet license is applicable to all Project subcontracts and subcontractors.

Note: Payments made to non-DBE/EDGE suppliers and trucking firms need not be reported. However, as required in C&MS 107.21 and in accordance with ORC 4113.61, contractors are required to make payment to each subcontractor and supplier within 10 calendar days after receipt of payment from the Department for work performed or materials delivered or incorporated into the project—this requirement includes non-DBE/EDGE suppliers and trucking firms. If a contractor does not comply with this requirement, penalties in accordance with ORC 4113.61 may apply.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (DBE and non-DBE), suppliers (DBE only), and trucking firms (DBE only). The payment data reported must include any retainage (and/or other amounts) withheld and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 calendar days of the payment being reported. Your lower-tier Subcontractor (DBE and non-DBE), supplier (DBE only), and trucking firm (DBE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (DBE or non-DBE), supplier (except non-DBE) and/or trucking firm (except non-DBE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet system. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

Anyone needing access to Signet may submit a request to signet-support@infotechinc.com.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SUGGESTED SUB AGREEMENT LANGUAGE – NON-FEDERAL-AID CONTRACTS

Suggested language for the non-federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. This verification must be performed within the Signet application. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors (EDGE and non-EDGE), suppliers (EDGE only), and trucking firms (EDGE only). The payment data reported must include any retainage (and/or other amounts withheld) and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 days of the payment being reported. Your lower-tier Subcontractor (EDGE and non-EDGE), supplier (EDGE only), and trucking firm (EDGE only) sub agreements must include this prompt payment and reporting obligation.*

If you have not previously worked on an ODOT project and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor (EDGE or non-EDGE), supplier (except non-EDGE) and/or trucking firm (except non-EDGE), you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). This verification must be performed within the Signet application. Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

If you have not previously worked on an ODOT project, and/or do not have an AASHTOWare Project™ - Civil Rights & Labor (CRL) account, you must request a CRL account by emailing DOT.Helpdesk@dot.ohio.gov. CRL feeds into Signet and vice versa, so you MUST have accounts for both systems.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PROMPT PAYMENT

Failure by the Prime Contractor to follow Prompt Payment requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Prompt Payment requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
- 2nd Level Occurrence: The Department may withhold an estimate in the amount due to the subcontractor(s) that was not reported or paid (applies if there is a failure to report payments in the Signet system and/or failure to timely pay subcontractor(s));
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Prompt Payment violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
- 3rd Level Occurrence: The Prime Contractor may be required to pay interest in the amount of 18% per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest (applies if a pattern of not paying subcontractor(s) persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation and/or debarment).

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

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

RETURN OF RETAINAGE

Failure by the Prime Contractor to follow Return of Retainage requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their Subcontractors fail to follow Return of Retainage requirements.

- 1st Level Occurrence: The Department will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);
- 2nd Level Occurrence: The Department may withhold an estimate in the amount of retainage due to the subcontractor(s) (applies if there is a failure to report retainage being held in the Signet system and/or failure to timely return retainage);
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent Return of Retainage violations on that project (same or different

subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.

- Repeat Occurrences: Continued non-compliance is a material breach of contract and will be treated as such. ODOT can pursue other remedies available by law including suspension, revocation and/or debarment.

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

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

PN 046 - 10/15/2004 - SUBCONTRACT AGREEMENTS

Prime contractors will not be required to submit executed C-92s with their subcontract agreements for Disadvantaged Business Enterprises (DBE) subcontractors prior to the execution of the prime contract with ODOT. The prime contractor must only furnish to the Department subcontract agreements from the DBE subcontractors with whom they propose to utilize to fulfill the project goal. Again, this requirement is at the time of contract execution with ODOT.

However, the prime contractor must submit C-92s prior to the DBE commencing work. At the time of submission of the C-92 the DBE subcontractor must have sufficient dollar and work type qualifications to perform the work. The prime contractor will be held accountable to meet the project goal.

PN 014 – 01/16/2026 - SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

Definition of days

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

See <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays> for a list of Federal holidays.

State holidays are those designated in division (A) of section 124.19 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.19>), with modifications as designated in the first two sentences of division (B)(4) of section 124.18 of the Revised Code (<https://codes.ohio.gov/ohio-revised-code/section-124.18>). (State holidays are generally the same as Federal holidays.)

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

At bid time, each Bidder submits a basic SBE Utilization Plan, which is the list of SBEs and dollar amounts put forth by the Bidder to meet the SBE contract goal. Each Bidder must be prepared so that if they are identified as the Apparent Low Bidder (ALB), they will be ready to submit SBE Affirmation Forms and/or Good Faith Efforts (GFE) documentation with much more detail than the SBE Utilization Plan shows. GFE documentation consists of all efforts undertaken by the Bidder to meet the SBE contract goal. ODOT strongly suggests each Bidder document all pre-award GFEs on the template located at

<https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors>, since the successful Bidder must submit GFEs if the SBE contract goal is not met.

SBE Utilization Plan

The Bidder shall include an SBE Utilization Plan with its bid, setting forth specific information demonstrating how the Bidder will achieve the SBE contract goal. By submitting an SBE Utilization Plan, the Bidder affirms that it will utilize the SBE firms identified in the Utilization Plan to meet the SBE contract goal.

Unless the Bidder is a certified SBE firm, **any bids received without electronic submission of the SBE Utilization Plan at bid time will be deemed unresponsive.**

ODOT uses electronic bidding as indicated in Proposal Note 019. Prior to submitting a bid, the Bidder shall download the latest version of the sbe-bids.bin file from

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/sbe-bids.bin>. The Bidder must use this file, which contains the current list of SBE-certified firms and is updated regularly, when submitting its SBE Utilization Plan in ODOT's electronic bidding system.

The SBE Utilization Plan shall include the following information:

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

Bidders cannot modify their SBE Utilization Plans between the bid opening and contract award except at ODOT's discretion.

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

Projects Awarded on Alternates

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

SBE Affirmations Prior to Award

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

For each SBE listed on the SBE Utilization Plan, the Apparent Low Bidder and SBE must complete the SBE Affirmation Form located at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-affirmation>. The SBE Affirmation Form will be utilized as written confirmation from each listed SBE firm that it is participating in the contract for the dollar amount of activities listed in the Bidder's SBE Utilization Plan. The description of each SBE's activity must be sufficiently detailed to allow ODOT to understand the firm's scope of work. Each SBE listed to perform as a regular dealer or

distributor must have completed the Material Supply Form relevant to demonstrating the SBE's capacity and intent and must affirm that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The SBE's responses must be included on the SBE Affirmation Form. The Apparent Low Bidder shall submit a separate SBE Affirmation Form for each SBE it is utilizing for the SBE contract goal, as well as its Good Faith Efforts package (see Good Faith Efforts) if it was not able to attain the SBE contract goal via SBE participation.

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

Determination of SBE Contract Goal Participation

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

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

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

Non-Responsiveness

See the Sanctions and Administrative Remedies section.

If an SBE Cannot Be Reached

In the event an SBE firm fails to confirm the information contained in the SBE Affirmation Form within five days of bid opening, the Apparent Low Bidder shall submit a Request for Consent to Terminate/Reduce an SBE Commitment, as set forth herein.

The Request for Consent to Terminate/Reduce an SBE Commitment form shall be submitted within five days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the SBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the SBE firm and shall attach proof of these efforts. If the Apparent Low Bidder intends to replace the SBE Firm, it shall include the replacement firm's information on the form.

If upon expiration at midnight of the fifth day, a SBE fails to complete the affirmation process, the Apparent Low Bidder shall be provided an extension until 5:00pm the next business day to complete the Request for Consent to Terminate/Reduce an SBE Commitment form and provide any additional SBE affirmations to fulfill the SBE goal.

In the event the Apparent Low Bidder is unable to affirm an SBE firm included in its original SBE Utilization Plan at bid submission, and it results in a contract goal shortfall, Good Faith Efforts (GFEs) must be submitted by the fifth day after bid opening (or until 5:00pm the next business day if an extension is granted as noted in the paragraph above for a SBE failing to complete the affirmation process). All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient SBE participation on the project to meet the SBE contract goal, although the Bidder was unable to do so. An SBE firm's failure to timely confirm information contained in the SBE Affirmation Form will be considered as good cause to terminate the SBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the contract goal.

SBE Bidders

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

Joint Ventures

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

Good Faith Efforts (GFEs)

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

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

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

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

The Apparent Low Bidder shall utilize the GFE Contractor Template located at <https://www.transportation.ohio.gov/working/external-workforce/forms/gfe-contractors> to document its GFEs. This template and supporting documentation shall be sent along with any SBE Affirmation Forms within five days of bid opening. See the page linked above for GFE guidance.

All other Bidders that failed to meet the SBE contract goal at bid time shall submit documentation of GFEs if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five days from the date of notification to submit all required GFE documentation. Notification will be by email.

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

Administrative Reconsideration

ODOT will review the GFE documentation and issue a written determination on whether adequate GFEs have been demonstrated prior to contract award. If ODOT determines the Apparent Low Bidder has failed to demonstrate adequate GFEs to meet the contract goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the contract goal or made adequate good faith efforts to do so. However, this written documentation or argument must not include or propose any new SBE participation not already included in the Apparent Low Bidder's initial GFE documentation. Such written documentation or argument must be received by ODOT, attention: Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with a copy to the Office of Contract Sales, MS 4110), within two business days of ODOT's written determination that GFEs were not adequately demonstrated. The Apparent Low Bidder may also include in its written documentation a request for an in-person meeting to discuss the issue of whether it met the contract goal or made adequate good faith efforts to do so.

ODOT's Division of Chief Legal Counsel will respond to the Apparent Low Bidder within five business days of receiving written documentation or holding the in-person meeting. ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the contract goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

Termination of an SBE or Any Portion of Its Work

In this section, *SBE activities* are those activities, as listed on an SBE Affirmation Form, the performance of which the Awarded Contractor committed to the specific SBE listed on the SBE Affirmation Form for the specific compensation shown. *SBE activities* can be used interchangeably with *SBE commitment*. The Awarded Contractor must ensure that it pays the SBE not less than the dollar amount for the performance of the specific activities described on the SBE Affirmation Form. If a change in circumstances makes this unlikely, the Awarded Contractor must take action as described herein. *If the Awarded Contractor will not be paying an SBE the entire dollar amount shown on the SBE Affirmation Form, and this is not connected to a change in circumstances driven by ODOT, then the Awarded Contractor must submit a Request for Consent to Terminate/Reduce.*

Reductions Caused by ODOT

Any reduction or underrun in SBE activities caused by ODOT is considered a termination for which ODOT's prior written consent is not required. For such reductions or underruns, the Awarded Contractor must notify the SBE via email (with a copy to dot.contractslettingmgr@dot.ohio.gov) to inform the SBE of the change and so that ODOT can update the SBE Commitment amount. The Awarded Contractor does not submit a formal Request for Consent to Terminate/Reduce.

Request for Consent to Terminate/Reduce an SBE Commitment

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

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

Requests for Consent to Terminate/Reduce an SBE Commitment must be submitted within two weeks of the Awarded Contractor becoming aware of the change in circumstances that is preventing the SBE from fully performing the activities listed on the SBE Affirmation Form. Requests submitted significantly outside the two-week timeframe may subject the Awarded Contractor to the sanctions listed at the end of this proposal note.

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

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

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

Good cause to terminate an SBE includes the following circumstances:

- 1) The SBE firm fails or refuses to execute (i.e., sign) a written contract;
- 2) The SBE firm fails or refuses to perform the activities listed on its SBE Affirmation Form in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the SBE firm to perform the activities results from the bad faith or

discriminatory action of the Awarded Contractor. The Awarded Contractor must provide justification to support its assertion that industry standards are not being met;

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

Replacement

When an SBE firm or any portion of its work is terminated by the Awarded Contractor, the Awarded Contractor must use GFEs to include additional SBE participation to the extent needed to meet the SBE contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether GFEs have been demonstrated.

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

Post-Award SBE Additions

In the event additional SBE participation is required for the project, the Awarded Contractor must submit the SBE Affirmation Form located at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-affirmation>. The SBE Affirmation Form will be utilized as written confirmation from the added SBE firm that it is participating in the contract in the type and amount of work on the project. SBE participation credit toward the SBE contract goal will only be approved for work performed after review and approval of the SBE Affirmation Form.

Exceeding the Amount Shown on an SBE Affirmation Form

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

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

The Apparent Low Bidder/Awarded Contractor must submit Requests for Consent to Terminate/Reduce an SBE using the specific form available at <https://www.transportation.ohio.gov/working/external-workforce/forms/pn-014-termination>. Part 1 of this form constitutes the Apparent Low Bidder/Awarded Contractor's notice in writing to the SBE firm of the Apparent Low Bidder/Awarded Contractor's intent to request to terminate and the reason for the proposed request. Upon completion of Part 1, the SBE has five days to respond by completing Part 2, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's request. If required in a particular case as a

matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five days. (Urgent requests may be made over the phone by contacting Goal Attainment staff, with the caveat that the associated written request be submitted by 5:00 pm that day.) Part 3 of the form constitutes the Apparent Low Bidder/Awarded Contractor's official request, while Part 4 is ODOT's consent decision and explanation for it.

Goal Attainment Post Award

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

The Awarded Contractor shall submit any subcontractor lower-tier contract before any but not limited to starting any work performed or supplied by a subcontractor and/or Lower Tier Contractor. Said contract will be reviewed and approved only if it meets or exceeds the conformity with all applicable state and federal laws and regulations. Failure to obtain said approval might result in some or all SBE participation credit for said SBE withheld according to section 5525.061 of the Revised Code and/or 23 CFR part 633.102.

The Award Contractor shall ensure that said subcontract shall contain at least the following information:

- 1) Award contractor name; and
- 2) Subcontractor name and/or Lower Tier Contractor Name; and
- 3) Identification of said project; and
- 4) The amount to be contracted is equal to or greater than the amount provided on its Utilization Plan; and
- 5) Meets or exceeds the prompt payment requirements of Proposal Note 031; and
- 6) Signatures of both parties; and
- 7) FHWA 1273 form.

Approval of an SBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of an SBE Utilization Plan indicate the SBE contract goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the SBE Utilization plan throughout the life of the project. The SBE contract goal of a project is stated as a percentage of the PN 014 contract amount, which is the actual contract amount excluding 8000 contract line numbers and any 9000 contract line numbers that are negative. When the PN 014 contract amount increases or decreases, the actual dollar amount of the SBE contract goal for the project will increase or decrease accordingly.

Impact of SBE Decertification

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

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

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

Sanctions and Administrative Remedies

Pre-Award

Failure by the Apparent Low Bidder to do any of the following may result in the bid being rejected as non-responsive in accordance with section 5525.08 of the Revised Code:

- 1) Failure to submit a complete SBE Utilization Plan at the time of bid;

- 2) Failure to submit SBE Affirmation Form(s) and/or failure to submit Requests for Consent to Terminate/Reduce a SBE Commitment as required by this Proposal Note; or
- 3) Failure to meet the contract goal and/or failure to demonstrate GFEs to meet the contract goal as required by this Proposal Note;
- 4) Failure to follow the terms of this Proposal Note.
- 5) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations—that are for amounts greater than or equal to the amounts on the SBE Utilization Plan and that are for activities in which the SBE is certified—within five days of the bid opening;
- 6) The as-submitted SBE Utilization Plan shows the SBE contract goal was met, and the Apparent Low Bidder submits all completed and signed SBE affirmations within five days of the bid opening, but adjustments are needed, and after ODOT makes the adjustments, the SBE contract goal is no longer met and the Apparent Low Bidder does not submit its Good Faith Efforts documentation within five days of the bid opening; or
- 7) The as-submitted SBE Utilization Plan shows the SBE contract goal was NOT met, and the Apparent Low Bidder does not submit all completed and signed SBE affirmations AND its Good Faith Efforts documentation within five days of the bid opening; or
- 8) A SBE Utilization Plan was not submitted, and the Apparent Low Bidder does not submit its Good Faith Efforts documentation within five days of the bid opening; or
- 9) The SBE Affirmation Forms submitted are not complete and/or accurate and have not been made complete and accurate within five days of the bid opening.

Post-Award

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including, but not limited to, the failure of the Awarded Contractor to pay an SBE the dollar amount for the performance of the specific activities described on the SBE Affirmation Form, the failure of the Awarded Contractor to submit SBE change orders and/or Requests for Consent to Terminate/Reduce SBE Commitment forms, and the submission of inadequate post-award good faith efforts to include additional SBE participation to the extent needed to meet the SBE contract goal, is a material breach of the contract and may result in the issuance of sanctions as follows:

- 1st Tier: Letter of reprimand
- 2nd Tier: Damages equivalent to the SBE shortfall
- 3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and type of offense
- the Contractor's unwillingness to provide information and documentation
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
 - annual SBE participation
 - annual SBE participation on projects without contract goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT in the previous three years

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

PN 090 – 04/08/2025 - WORK TYPE CODES AND DESCRIPTIONS

The Department will indicate the work type required for each pay item. If the line item does not have a corresponding work type, NR will be shown in the work type column. This proposal note will govern the assignment of work types to pay items.

However, the Contractor may perform incidental work items for which it does not hold the required work type provided the cost of the work does not exceed 5% of the total bid. The Contractor may also perform Work Type 26 (Structural steel painting) without holding the required work type provided the total area to be painted does not exceed 1000 SF per structure. The Contractor may not perform any quantity of Work Type 55 or 56 unless they hold the required work type. The Contractor may perform Work Type 57 (Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers) without holding the required work type provided the total area to be sealed does not exceed 75 SY per project.

Listed below are the work types for this proposal. In accordance with Ohio law, a bidder must possess work types, and perform work equal to the percentage included on the front cover of this proposal. This is a percentage of the total amount of the submitted bid price. The Director may, by insertion of a contract provision, reduce the fifty percent amount.

Work Type Code	Work Type Description	Work Type Code	Work Type Description
1	Clearing & Grubbing	29	Structure Repairs
2	Building Removal	30	Hydrodemolition
3	Gas, Oil, Water Well Abandonments	31	Structural Steel Repairs
4	Roadway Excavation & Embankment Construction	32	Heat Straightening
5	Major Roadway Excavations	33	Tieback Installation
6	Incidental Grading	34	Earth Retaining Structures
7	Soil Stabilization	35	Drainage (Culverts, Misc.)
8	Temporary Soil Erosion & Sediment Control	36	Guardrail / Attenuators
9	Aggregate Bases	37	Fence
10	Flexible Paving	38	Misc. Concrete
11	Apply Bituminous Treatments	39	Maintenance of Traffic
12	Rigid Paving	40	Waterproofing
13	Pavement Planning, Milling, Scarification	41	Raised Pavement Markers
14	Concrete Texturing	42	Signing
15	Sawing	43	Highway Lighting
16	Flexible Replacement	44	Traffic Signals - Standard
17	Rigid Pavement Replacement	45	Pavement Markings
18	Pavement Rubblizing, Breaking, Pulverizing	46	Landscaping
19	Structure Removal	47	Mowing
20	Level 1 Bridge	48	Trucking
21	Level 2 Bridge	49	Herbicide Spraying
22	Level 3 Bridge	50	Railroad Track Construction
23	Reinforcing Steel	51	Micro Tunneling
24	Structural Steel Erection	52	Tunneling
25	Stud Welding	53	Piling
26	Structural Steel Painting	54	Post-Tensioning Bridge Members

27	Expansion & Contraction Joints, Joint sealers, Bearing Devices	55	Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System
28	Caissons / Drilled Shafts	56	Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System
		57	Sealing of Concrete Surfaces with Epoxy or Non-Epoxy Sealers

PN 059 - 10/15/2004 - 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 for 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 Determination
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

2.) If the answer to the question in 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, D. C. 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 requester considers relevant to the issue.

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

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

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

PN 061 – 01/20/2016 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

[SAM.gov | Wage Determinations](#)

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor (both prime and sub) shall submit via the Department Civil Rights & Labor System (CRL), certified payrolls each week beginning three weeks after the start of work. The Department will not accept payrolls not uploaded via CRL (no handwritten payrolls). These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.

2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative will be done online through CRL. CRL Requirements with interactive training guides can be found at transportation.ohio.gov/CRL.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project. Instructions for attaching the apprenticeship certificate can also be found at transportation.ohio.gov/CRL under Attaching the Apprenticeship Certificate.

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

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

PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

The requirements of this note replace the domestic material requirements in 106.09 of the Construction & Material Specifications.

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

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. "Manufacturing" is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing as it relates to steel or iron products begins with the initial melting and mixing and continues through the bending and coating stages.

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

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

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

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

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

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

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

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

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

- The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

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

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

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

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

C. Proof of Domestic Origin. Furnish certification to the Engineer showing the domestic origin of all products covered by this section before they are incorporated into the Work. The Daily Source Report form itself is not acceptable certification of domestic origin. Non-domestic product(s) incorporated into the Work does not relieve the Contractor of any responsibility to correct the Work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

PN 040 – 05/30/23 - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE PURPOSES

Executive Order 2022-02D “*State of Ohio’s Response to Russia’s Unjust War on the Country of Ukraine*” prohibits purchases from or investment in a Russian institution or company. This Order shall be read in conjunction with Executive Order 2019-12D “*Governing the Expenditure of Public Funds for Offshore Services*” which already largely prohibits the contracting and purchasing of services from overseas sources, including subcontractors.

The Ohio Department of Transportation will not enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside of the United States, unless a duly signed waiver from the Department of Administrative Services has been obtained. State Data includes all data and information provided by, created by, created for, or related to activities of the State and any information from, to, or related to all persons that conduct business activities within the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified, or deleted or disclosed without authorization.

Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The Department does not waive any other rights and remedies provided to the Department in the Contract.

Further, the Department will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the Department reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of Executive Order 2022-02D. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must sign and complete the attached Affirmation and Disclosure Form and return the form with the executed contract. By signing the Disclosure and Affirmation Form, the Contractor is acknowledging that it understands and will meet the requirements of the above prohibitions. During the performance of this Contract, if the Contractor changes or adds to the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

(The remainder of this page is left intentionally blank.)

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

_____	_____
(Address)	(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

Contractor affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

PN 034 – 07/19/2024 – Supplemental Specification 832 Compensation

All BMP listed in SS832 Appendix F are compensated per SS832, Appendix F dated July 19, 2024

PN 150 – 1/16/2026 - DIGITAL DATA FOR ASPHALT, AGGREGATE, AND CONCRETE MATERIAL TICKETING UTILIZING E- TICKETING PORTAL

Description:

This work consists of providing digital data transfer (e-Ticket) for asphalt material weight tickets, concrete batch plant tickets, and aggregate delivery tickets information.

Provide material ticket information in a digital format directly recorded from the material loading source as described below. The complete set of information for each distinct load shall be considered a single 'e-Ticket'.

For asphalt materials, provide digital data that replicates the information currently required on hard copy tickets as specified in Supplement 1101.02.B. In addition, include a “trucking identifier” field containing the trucking company name, truck license plate number, or another unique identifier to allow field personnel to match the physical delivery with the e-Ticket. Also include the JMF conversion factor.

For concrete materials, provide digital data that replicates the information required on batch tickets as specified in CMS Table 499.07-1.

For stone materials, provide digital data that replicates the information required on delivery tickets as specified in Supplement 1069.10.A.

This note does not supersede any other commercial regulations or any other legal requirements governing the transportation of commercial materials. This does not preclude or dismiss any requirement for paper tickets required by other rules and regulations separate from the Department.

Requirements:

Send digital ticket information directly to the Department’s e-Ticketing Portal as the individual material loads are generated and shipped to the Project. Ensure each e-Ticket contains all information required per the applicable material specification for weight measurement and other material characteristics.

The Department will reject any load that does not have a corresponding e-Ticket unless the Engineer determines the cause is beyond the Contractor’s control. In such circumstances, paper tickets may be permitted.

An e-Ticket is considered valid when it includes all required fields, matches the physical delivery, and is received by the Department’s Portal prior to material arrival on site.

In the event of a system outage or loss of connectivity, revert to paper ticketing and notify the Engineer immediately. Resume e-Ticketing as soon as feasible.

Setup, Calibration, and Data Integration:

At the Preconstruction Meeting, provide a list of all intended material suppliers who either do not use electronic load-out software or whose systems cannot support e-Ticketing.

The Department will coordinate with listed suppliers to assess the feasibility of implementing e-Ticketing. Require suppliers to fully cooperate with the Department during this evaluation.

If the Department determines that e-Ticketing is reasonably achievable but the supplier is unwilling to comply, use an alternative supplier capable of supporting e-Ticketing. If the Department determines the supplier cannot reasonably achieve digital data transfer, the Department will allow the use of paper tickets.

The material supplier shall cooperate with the Ohio Department of Transportation's (ODOT's) e-Ticketing Portal vendor in the creation of an Application Programming Interface (API) to integrate material source load read-out data with the Department's e-Ticketing Portal. The Department's e-Ticketing portal vendor shall be responsible for leading the API creation. Upon completion, use the API to transmit digital load-out data from the weighing system to the Department's Portal. If any load read-out weighing system changes are intended by the supplier after the creation of the supplier specific API, coordinate with the ODOT to ensure API compatibility.

Ensure digital data replicates the content of the current paper ticket formats and conforms to the structure and nomenclature as defined in Department's Supplement 1101.02.B, CMS Table 499.07-1 & Supplement 1069.10.A.

Conduct a test of each supplier's integration with the Department's e-Ticketing Portal prior to shipping material to the Project. Complete test at least 14 days prior to shipping material unless otherwise approved by the Engineer. The test must involve at least four test e-Tickets from each supplier approved for used on the project for materials to be used on the Project. The test e-Tickets must accurately reflect the proper nomenclature and accuracy defined; all other categories shall be marked "TEST". After the Engineer confirms the test e-Tickets have been entered into the Department's e-Ticket Portal, void the test e-Tickets with the reason "Setup Testing".

Ensure continued internet connectivity during the API usage to maintain connection the Department's e-Ticketing Portal During material production and delivery to the Project. Ensure delivery of e-Ticket prior to the material arriving on the Project, but not prior to the loading of material at the source.

Upon successful testing of the data integration, physical material tickets are not required for the Department but may be necessary for truck drivers per Ohio Revised Code Section [5577.043](#).

Data Access and Use

The Department will provide the Contractor and material suppliers with access to the transferred e-Ticket data through the e-Ticketing Portal at no cost. This access includes the ability to view, download, and summarize ticket data for internal use.

The Department and its e-Ticketing Portal vendor will not provide data analysis, custom reporting, or interpretation of the transferred data. Contractors and suppliers are responsible for any analysis or reporting beyond the standard data access provided.

Payment:

Assume approximately 16 person-hours for initial API setup. Consider this work incidental to the cost of the material.

For extreme cases involving excessive effort to establish API integration or digital data transfer, notify the Engineer in accordance with CMS 108.02.F.

All costs associated with creating and maintaining the API and providing digital ticketing data are incidental to the item of work.

PN 070 – 2/18/2026 – Compliance with E-Verify Workforce Integrity Act

Contractor and any Subcontractor must, at all times during performance of the Contract, comply with the provisions of the State of Ohio's *E-Verify Workforce Integrity Act* (Ohio Revised Code 4151.01 to 4151.03) and must verify the identity and legal working status of each employee hired to perform work on the Project through the e-verify program.

PN 127 –1/16/2026 - Lane Value Contract:

The Contractor shall be assessed Disincentives as designated in the Lane Value Contract Table for each unit of time the described Critical Lane/Ramp is restricted from full use by the traveling public

within the restricted time period. The Lane Value Contract Table is located in the Plan General Notes. The Disincentives will be assessed for all restrictions of the critical work.

Critical work is shown in the Lane Value Contract Table.

Critical work is defined as having the designated sections open to unrestricted traffic as shown in the table, or the entire project if not otherwise listed.

Unrestricted traffic is defined as all traffic lanes being available for use with specified striping and safety features in place.

For any Contractor restrictions initiated prior the start of the Lane Value Contract Table's restricted time period, the Contractor will be assessed the maximum Disincentives. Disincentives for restrictions that continue within the first hour after the Lane Value Contract Table's restricted time period starts will be prorated. Those prorates will be as follows:

Minutes after restricted time period, T*	Prorate applied to maximum Disincentive, P*
0 - 30	0.25
31 - 60	0.75
61 +	1.00
*The maximum Disincentive is determined by the Lane Value Contract Table located in the Plan General Notes. Only one prorate will be applied per event. For a single event, the total disincentive will be calculated as such: $TD = P \times T \times LV \times L$ Where: TD = Total Disincentive, \$ T = duration of time after the start of the restricted time period, min LV = lane value maximum Disincentive, \$/min/lane L = number of lanes restricted, lane	

Disincentives will not be assessed for delays outside the Contractor's control or responsibility, such as private motorist accidents, on-site equipment breakdowns, civil disturbances, or Engineer-ordered revisions to the Work. The Department reserves the right to assess the maximum Disincentive without proration if there have been three or more events on the project including, but not limited to, three or more equipment breakdowns or other incidents which the contractor's inactions/actions contributed to the event. Such other actions could be early lane restrictions without prior Engineer approval.

Prior to assessing any single Disincentive amount exceeding \$50,000, the restriction event and the proposed Disincentive will be evaluated by the Maintenance of Traffic Executive Committee (MOTEC) to confirm applicability, calculation, and justification of the assessment.

General: This Fuel Price Adjustment (Fpa) provision is intended to minimize risk to the Contractor or Design Build Team, (DBT) due to fuel price fluctuations that may occur during the Contract. This provision is not designed to estimate actual quantities of fuel used in construction operations, but to provide a reasonable basis for calculating a fuel price adjustment based on average conditions.

The Department determines adjustments under the provisions of this Proposal Note, and presumes that the Contractor/(DBT) has relied on these provisions when determining unit bid prices. The monthly application range for percent change (Mbp/Cbp) will not exceed 100% for a Fuel Price Adjustment increase or 75% for a Fuel Price Adjustment decrease as outlined in Section B, Calculation of Fuel Price Adjustment.

A. Price Adjustment Criteria: These requirements provide for a price adjustment, positive or negative, to payments due the Contractor/(DBT) for fluctuations in the cost of fuel consumed in the performance of certain items of work. The total price adjustment must be more than \$400. These price adjustment provisions apply only to those items in the contract as grouped by category and identified in Table A-1. All adjustments will be made based on fuel consumption indicated by Table A-1, and no changes will be made for actual consumption rates.

Category descriptions and the fuel usage factors which are applicable to each are as follows:

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 10,000 c.y. (7,645.66 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)	840	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Pavement Planing	Apply to quantity based upon Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 s.y. (103.35 s.m.)	254	Gallons per cubic yard (Gallons per cubic meter)	0.90 0.69
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 424, 441, 442, 443, 446, 448, 614, 615, 803, 806, 826, 851, 857, 860, 880	Gallons per cubic yard (Gallons per cubic meter)	1.70 (2.22)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884,	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

			cubic meter)	
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* A Fuel Price Adjustment will only apply when the sum of all **original** contract quantities or for Design Build Projects all completed in-place accepted final quantities for the category meet or exceed the specified Threshold Quantity. When a Fuel Price Adjustment applies, calculate the Fuel Price Adjustment for the sum of all quantities for the category per this proposal note.

B. Calculation of Fuel Price Adjustment: Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor/(DBT) while a negative Fuel Price Adjustment will result in a deduction.

The Department will calculate a Monthly Base Price (Mbp) for fuel for each month of each calendar year beginning with January 2001. The method for calculating the Monthly Base Price (Mbp) will be on file in the Division of Construction Management. The Monthly Base Price (Mbp) will be used to calculate all Fuel Price Adjustments. The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values will be posted on the Division of Construction Management, Office of Construction Administration website at: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

During each month of the contract the Engineer will select the applicable Monthly Base Price (Mbp) and calculate the ratio of the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp). The formulas below allow for a variation in fuel prices without recognizing cost increases/ decreases within the range of 90% to 110% of the Contract Base Price (Cbp).

When, and only when, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.90 or greater than 1.10 will the Engineer calculate a Fuel Price Adjustment (Fpa).

Cost increases in excess of 200% of the Contract Base Price (Cbp) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is greater than 2.00, the Fpa shall be calculated using a Cbp/Mbp ratio of 2.00.

Cost decreases in excess of 75% of the Contract Base Price (CBP) will not be recognized. When, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.75, the Fpa shall be calculated using a Cbp/Mbp ratio of 0.75.

For a Price Increase:

$$Fpa = [(Mbp/Cbp) - 1.10] \times Cbp \times Q$$

For a Price Decrease:

$$Fpa = [(Mbp/Cbp) - 0.90] \times Cbp \times Q$$

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

Q = The number of gallons of fuel used in the placement of items identified in Table A-1 during that month at the specified Fuel Usage Factor. Q will be determined by the Engineer for each category by

multiplying the applicable Fuel Usage Factor by the sum of quantities of completed and accepted work for the specified items.

The total Monthly Fuel Price Adjustment will be the algebraic sum of the Fuel Price Adjustments for materials placed during the month for each applicable category identified in Table A-1. The Total Fuel Price Adjustment for the project will be the algebraic sum of all Monthly Fuel Price Adjustments. The

Department will calculate the Monthly and Total Fuel Price Adjustment on a monthly basis and make contract modifications as provided in Section C, Payment/Deduction.

C. Payment/Deduction: The Fuel Price Adjustment will be paid, or deducted, upon approval of a change order prepared after completion of all work. Contractor/(DBT) markups are not permitted. Partial payments or deductions will be processed prior to total completion when the unpaid accrued Total Fuel Price Adjustment exceeds \$10,000 or once every 12 months.

D. Expiration of Contract Time: When eligible items of work grouped by category and identified in Table A-1 are performed after expiration of contract time and liquidated damages are chargeable, the value of Monthly Base Price (Mbp) used to compute the price adjustment will be either the Monthly Base Price (Mbp) at the time of actual performance or the Monthly Base Price (Mbp) at the time contract time expired, whichever is less.

E. Extra Work: When eligible items of work grouped by category and identified in Table A-1 are added to the contract as Extra Work and for which a unit price is negotiated the Contractor/(DBT) must use the appropriate price for fuel when preparing required backup data for the negotiated price. No Fuel Price Adjustment will be made for fuel consumed in the performance of eligible work added to the contract as Extra Work at a negotiated price when the work commences within 90 days of the approval of the change order authorizing said extra work. If the eligible work at a negotiated price commences more than 90 days after the approval of the change order authorizing said extra work a Fuel Price Adjustment will be made if said extra work quantities exceed the applicable threshold quantity in Table A-1. The Fuel Price Adjustment will be calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

When Extra Work is added to the contract as a Force Account operating costs for equipment used in the performance of this work will be paid in accordance with C&MS 109.05.C.4 with no further adjustment.

F. Final Quantities: Upon completion of the work and determination of final pay quantities a change order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for the Monthly Base Price (Mbp) used in the price adjustment formula will be the average of all Monthly Base Price (Mbp) values previously used for computing price adjustments.

PN 534 - 01/21/2022 - ASPHALT BINDER PRICE ADJUSTMENT

A. Eligibility

If the Department's asphalt binder index has increased or decreased in excess of 10 percent, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$400.

B. Price Adjustment Criteria and Conditions:

The Department will establish and publish the asphalt binder Bidding Index (BI) and Placing Index (PI) for each month of each calendar year. The asphalt binder indexes will be posted on the Department's website.

The Department will establish the asphalt binder indexes based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor® (AWM) (<http://www.poten.com/copyright.asp>).

The Department will use the selling price for PG64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month to calculate the BI and PI. The calculated asphalt binder BI will be posted by the Department as the index for the following month. The calculated asphalt binder PI will be posted by the Department as the index for the current month.

The Director will determine the asphalt binder indexes in the event data from the AWM is unavailable for any reason.

C. Price Adjustment Calculations

If the ratio of the PI to the BI is greater than 1.10 or less than 0.90, the Department will adjust the compensation the contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

For a price increase:

$$PA = \left(\frac{PI}{BI} - 1.10 \right) \times C \times Q$$

For a price decrease:

$$PA = \left(\frac{PI}{BI} - 0.90 \right) \times C \times Q$$

Where:

PA = Price Adjustment

BI = Bidding Index, the asphalt binder index for the month the project is bid

PI = Placing Index, the asphalt binder index for the month the asphalt concrete is placed

C = BI x percent virgin asphalt binder / 100

Q = Eligible quantity of asphalt concrete in tons (metric tons)

The percent of virgin asphalt binder used to calculate C is determined from the approved Job Mix Formula (JMF).

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established by OMM or, if an OMM conversion factor is not established, according to the Department's Construction and Material Specifications Item 440.07.

If eligible asphalt concrete is placed beyond an approved Contract Completion Date, the Department will base price adjustments on either the PI for the last month of the approved Contract Completion Date, or the PI for the actual month of placing, using whichever PI is less.

At a minimum, the Department will calculate and apply price adjustments at the end of each construction season and as soon as practical after the completion of the project.

D. Extra Work/Force Account:

When new asphalt concrete pay items are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109.05, no price adjustments will be made.

Project Number: 260306

To the Director of the Ohio Department of Transportation: The undersigned, having full knowledge of the site, plans and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date Set for Completion: **10/3/2027**

Unit Price Contract

Project Number: 260306

Section 0001 PAVEMENT

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
00001		251E01030	PARTIAL DEPTH PAVEMENT REPAIR (442) (WT: 16)	16	CY	6,250.000

Section 0002 TRAFFIC CONTROL

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
00002		621E00100	RPM (WT: 41)	41	EACH	2,450.000
00003		621E54000	RAISED PAVEMENT MARKER REMOVED (WT: NR)	NR	EACH	2,450.000
00004		642E00104	EDGE LINE, 6", TYPE 1 (WT: 45)	45	MILE	95.960
00005		642E00404	CHANNELIZING LINE, 12", TYPE 1 (WT: 45)	45	FT	895.000
00006		642E01510	DOTTED LINE, 6", TYPE 1 (WT: 45)	45	FT	5,140.000

Section 0003 MAINTENANCE OF TRAFFIC

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
00007		614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE (WT: 39)	39	HOUR	750.000
00008		614E18601	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN (WT: 39)	39	SNMT	9.000
00009		614E20560	WORK ZONE LANE LINE, CLASS III, 6", 642 PAINT (WT: 39)	39	MILE	95.960
00010		614E23690	WORK ZONE CHANNELIZING LINE, CLASS III, 12", 642 PAINT (WT: 39)	39	FT	895.000
00011		614E24612	WORK ZONE DOTTED LINE, CLASS III, 6", 642 PAINT (WT: 39)	39	FT	5,140.000
00012		808E18700	DIGITAL SPEED LIMIT (DSL) SIGN ASSEMBLY (WT: 39)	39	SNMT	6.000

Section 0004 INCIDENTALS

Line	Alt	Item Code	Item Description	WT	Unit	Quantity
00013		103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND (WT: NR)	NR	LS	1.000
00014		614E11000	MAINTAINING TRAFFIC (WT: 39)	39	LS	1.000
00015		623E10001	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN (WT: NR)	NR	LS	1.000
00016		624E10000	MOBILIZATION (WT: NR)	NR	LS	1.000

General Decision Number: OH20260001 01/02/2026

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/02/2026

BROH0001-001 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024		

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,
Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee

Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above

journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,
Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2025

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

 CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

 CARP0200-002 05/01/2025

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
 GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
 MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
 PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

 CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

 CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

 CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day

CARP1090-003 05/01/2025

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates	Fringes
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CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
 LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day

b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.49	21.81

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81

Lineman & Cable Splicers....\$ 46.02 4%+17.20

ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%

Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio;
Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

ELEC0573-003 06/01/2025

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 09/01/2025		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

ELEC0673-004 05/26/2025		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

ELEC0683-002 06/02/2025		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40

ELECTRICIAN.....	\$ 43.00	26.37
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ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

Rates	Fringes
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ELECTRICIAN.....	\$ 32.30	21.83
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ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

Rates	Fringes
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CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

Rates	Fringes
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ELECTRICIAN.....	\$ 39.60	24.41
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ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

Rates	Fringes
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POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer except 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); Signaller; 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.

ENGI0018-004 05/01/2024

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

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insert/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 except 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); Signaller; 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.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30

ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete

Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield,

Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont,
Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including		
metal building erection &		
Reinforcing.....	\$ 36.83	29.01

IRON0044-001 06/01/2025

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT,
CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) and WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 38.27	23.90

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) & WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.88	23.90
Ornamental; Structural.....	\$ 37.77	23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30
meet through N. Liberty to the northern border & from said Hwy
junction point due west to the border), DEFIANCE (S. of a line
drawn from where Rte. #66 meets the northern line through
Independence to the eastern county border), ERIE (Western 1/3),
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville

to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

IRON0172-002 06/01/2025

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025		

ASHTABULA (Southern part starting at the Geauga County line),
COLUMBIANA (E. of a line from Damascus to Highlandtown),
MAHONING (N. of Old Route #224), PORTAGE (E. of a line from
Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing;		
Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn
from east to the west county line going through Oxford,
Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line
drawn from Catawla to the point where #68 intersects the
northern county line), CLARK (Western two-thirds), CLINTON
(Excluding south of a line drawn from Blanchester to
Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from
Marshall to Lynchburg & from the northern county line through
East Monroe to Marshall), LOGAN (West of a line drawn from
West Liberty to where the northern county line meets the
western county line of Hardin), MERCER (Southern half), MIAMI,
MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line
drawn from Blanchester through Morrow to the western county
line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.39	25.35

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024		

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2025		

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

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

LAB00265-008 05/01/2024		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45

GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

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

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;

Wrencher (Mechanical Joints & Utility Pipeline); Yarner; 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.

PAIN0006-002 05/01/2023

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead
Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20

Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper		
Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

	Rates	Fringes
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PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities.	\$ 33.29	24.46

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
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PAINTER

GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
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PAINTER

Bridge Equipment Tenders and Containment Builders.....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure
Washing; Epoxy & Two Component Materials; Lead Abatement;
Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of
25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;
July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1
Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid
vacation; After 2, but less than 10 years' service - 10
days' paid vacation; After 10, but less than 20 years'
service - 15 days' paid vacation; After 20 years' service -
20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15

Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing Stage.....	\$ 30.50	15.16

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-004 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

PLUM0042-002 07/01/2025

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter,		

Steamfitter.....	\$ 51.00	32.56
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PLUM0055-003 05/05/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 49.17	28.55

PLUM0162-002 06/01/2024

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2025

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.92	37.20

PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2025

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 46.87	28.39

PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.30	27.40

PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

PLUM0495-002 06/01/2025		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60

PLUM0577-002 06/01/2025		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

PLUM0776-002 07/01/2025		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

TEAM0377-003 05/01/2025		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		

GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION