METROPARKS TOLEDO

PROJECT MANUAL

LUC Metroparks Toledo Miscellaneous Paving, Lucas County, Ohio – PID 115024

Planning/Construction Department: Metroparks of the Toledo Area
Fallen Timbers Field Office
6101 Fallen Timbers Lane
Maumee, Ohio 43537

Phone: 419.407.9700
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Toledo, Ohio 43604
Robert J. Slovac, PE
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Encouraging Diversity, Growth and Equity (**EDGE**) goal: Five Percent (5%)

CONTRACTOR'S NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____ **FAX:** _____

PRIMARY CONTACT: _____

E-MAIL: _____

Bid Due Date:	**Bid Opening Friday, August 20, 2021 at 12:00 p.m., local time**

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BIDDING REQUIREMENTS

NOTICE TO BIDDERS

SEALED PROPOSALS for bidding on **LUC Metroparks Toledo Miscellaneous Paving,** will be received; opened; and read aloud at the Metropolitan Park District of the Toledo Area, Fallen Timbers Field Office, 6101 Fallen Timbers Lane, Maumee, Ohio 43537 **Friday, August 20, 2021 at 12:00 p.m.** local time.

THE SCOPE OF WORK consists of asphalt resurfacing of select lots and drives within five Metroparks Toledo locations in Lucas County. General construction includes pavement repairs, pavement planing, asphalt paving, chip sealing, curb, berm, pavement marking, and topsoil, seed & mulch. Bidders may obtain copies of plans, specifications, contract documents and plan-holder's list through Newfax Corporation, 333 West Woodruff, Toledo, Ohio 43604 between 8:30 a.m. and 4:30 p.m., Monday through Friday (check made payable to Newfax Corporation) or via the Newfax Digital Plan Room at www.newfaxcorp.com. Newfax can be contacted at 419-241-5157 or 800-877-5157. A non-refundable fee of $20 is required for each set of full-size documents obtained. For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

EACH BIDDER MUST FURNISH either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit in an amount equal to ten percent (10%) of the bid with its bid. The successful bidder must furnish a 100 percent (100%) Performance Bond and a 100 percent (100%) Labor and Materials Bond.

The bidder must be an Ohio Department of Transportation (ODOT) pre-qualified contractor. Pre-qualification status must be in force at the time of bid, at the time of award, and through the life of the construction contract.

The Encouraging Diversity, Growth and Equity (EDGE) goal for this project is minimum five percent (5%).

No bidder may withdraw its bid within thirty (30) days after the actual date of the opening thereof.

THE BOARD OF PARK COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA reserves the right to reject any or all bids, and to waive any informality in bidding.

By order of the Board of Park Commissioners
METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

_____
Dave Zenk, Director

Published in *The Toledo Blade* Wednesday, July 28, 2021 and Thursday, August 5, 2021.

BIDDING REQUIREMENTS

DIVERSITY/EQUAL EMPLOYMENT OPPORTUNITY POLICY

METROPARKS
TOLEDO

TO: ALL BIDDERS

RE: DIVERSITY POLICY

As a prospective bidder on this project, you are advised to contact the Director of Human Resources at the Metropolitan Park District of the Toledo Area at 5100 West Central Avenue, Toledo, Ohio 43615, or by telephone at (419) 407-9700 if you have any questions or need further information relative to compliance with the following Diversity Policy:

The Metropolitan Park District will participate in state and federal policies on non-discrimination and cooperate with contractors and unions in their compliance with applicable Equal Employment Opportunity laws and regulations during the construction of facilities in the park district. The Metropolitan Park District may require contractors working on park district projects to sign a Diversity Affidavit agreeing to practice non-discrimination on this project. Proof of compliance may be required by the park district. Non-compliance and violations will be reported to the appropriate state and federal agencies.

Contractors shall consider this memo a notification of the Metropolitan Park District's Diversity Policy and shall take appropriate action and comply with Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972). Contractors shall notify all sub-contractors and vendors receiving orders of $2,000 or more that they are required to comply with the Metropolitan Park District's Diversity Policy.

Whenever possible, the Metropolitan Park District will not enter into an agreement with contractors, sub-contractors, vendors, or suppliers who are found not in compliance with the Equal Employment Opportunity Act as set forth by law in Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972).

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

A. Sealed proposals are required. All proposals must be on the forms attached hereto and all forms provided herewith must be completed and submitted in order for the proposal to be considered. Forms must be returned in the documents with which they are bound. The sealed envelope must be clearly marked with the name of the bidder and project name as shown on the title page of the project manual. Proposals for bidding on **LUC Metroparks Toledo Miscellaneous Paving,** will be received by the Metropolitan Park District of the Toledo Area (the "Owner"), at the Fallen Timbers Field Office at 6101 Fallen Timbers Lane, Maumee, Ohio 43537 until **12:00 p.m., local time, Friday, August 20, 2021** and at that time and place will be publicly opened and read aloud.

B. All proposals must include the following completed and signed documents (the "Submitted Bid Documents"):

1. Bid Proposal Form;
2. Bid Guaranty & Contract Bond (or a certified check, cashier's check or irrevocable letter of credit in an amount equal to 10% of the bid amount);
3. Hourly Wage Affidavit;
4. Non-Collusion Affidavit;
5. Contractor's Questionnaire.

C. All blank spaces in the Submitted Bid Documents shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the bidder. The wording on the bid forms shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.

2. DESCRIPTION OF PROPOSED WORK

Work consists of asphalt resurfacing of select lots and drives within five Metroparks Toledo locations in Lucas County. General construction includes pavement repairs, pavement planing, asphalt paving, chip sealing, curb, berm, pavement marking, and topsoil, seed & mulch (the "Project"). All work shall be as described by the contract drawings and project manual.

INSTRUCTIONS TO BIDDERS - *continued*

3. LOCATION OF PROPOSED WORK

The work specified herein will be located at:

- Howard Marsh Metropark, 611 S. Howard Rd., Curtice, OH 43412
- Toledo Botanical Gardens, 5403 Elmer Dr., Toledo, OH 43615
- Pearson Metropark, 761 S. Lallendorf Rd., Oregon, OH 43616
- Side Cut Metropark, 1025 W. River Rd., Maumee, OH 43537
- Wildwood Preserve Metropark, 5100 W. Central Ave., Toledo, OH 43615

4. ESTIMATE OF COST

The total estimated construction cost for the base bid work & alternates for which bids are being solicited is: $340,399.50 – Base Bid.
$41,330.10 – Alternate One.

5. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

The term "CONTRACT DOCUMENTS" shall mean and include the following:

1. Project Manual Title Page
2. Table of Contents
3. Notice to Bidders
4. Affirmative Action Policy
5. Instructions to Bidders
6. Bid Proposal Form
7. Bid Guaranty and Contract Bond Form
8. Contractor's Questionnaire
9. Non-Collusion Affidavit
10. Hourly Wage Rate Affidavit
11. Personal Property Tax Affidavit (R.C. § 5719.042)
12. Workers' & Unemployment Compensation Affidavit
13. Affirmative Action Affidavit
14. Performance Bond
15. Labor and Materials Payment Bond
16. Prevailing Wage Agreement
17. Project Labor Agreement
18. Site Policies and Procedures
19. Contract between Owner and Contractor
20. General Conditions of the Contract for the Project (AIA Document A201-1997)
21. Special Conditions
22. Location Map
23. Project Specifications
24. Project Drawings
25. Addenda
26. State of Ohio, Department of Transportation "Construction and Materials Specifications" current edition, together with all supplements and revisions thereto in effect fourteen (14) days prior to the opening of bids, if applicable.

INSTRUCTIONS TO BIDDERS - *continued*

6. BID DOCUMENTS

Bidders may obtain copies of plans, specifications, contract documents and plan-holder's list through Newfax Corporation, 333 West Woodruff, Toledo, Ohio 43604 between 8:30 a.m. and 4:30 p.m., Monday through Friday (check made payable to Newfax Corporation) or via the Newfax Digital Plan Room at www.newfaxcorp.com. Newfax can be contacted at 419-241-5157 or 800-877-5157. A non-refundable fee of $20 is required for each set of full-size documents obtained. For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

7. BID BOND

Each bid must contain the name and address of every person, firm or corporation interested herein, along with a description of the official status of each person, firm or corporation; and shall be accompanied by either (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) certified check, cashier's check or irrevocable letter of credit in an amount equal to ten percent (10%) of the bid which shall be held as a guarantee that, if the proposal is accepted, a contract will be entered into. The bid deposits of all except the three (3) lowest bidders will be returned within three (3) days after the opening of the bids. The bid deposits of the three (3) lowest bidders will be returned within three (3) days after the execution of the contract and final approval of the required bonds by the Owner.

8. BIDDERS TO INFORM THEMSELVES

Bidders are expected to examine the plans and specifications with care and to inform themselves fully of the conditions affecting the proposed construction. Bidders shall examine the construction site and ascertain all conditions affecting the execution of the work. The plans show the existing surface and underground structures likely to be encountered or to affect the proposed construction insofar as they have been determined, but the information shown is not guaranteed as to either correctness or completeness. Each bidder is expected to judge on their own all the factors affecting the cost of the work and time required for its completion, including sub-soil condition. Submission of a bid shall be construed by the Owner as an agreement by the bidder to carry out the work in full conformance with the specifications and other contract documents, notwithstanding the existing conditions.

9. REVIEW OF FACILITIES

Bidders are encouraged to visit the project site during normal park hours of dawn 'til dusk so they may see the scope of work and the site conditions that should be considered in submitting bids.

10. INTERPRETATION OF PLANS AND SPECIFICATIONS/ADDENDA

A. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.

B. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Metropolitan Park District of the Toledo Area, 5100 West Central Avenue, Toledo, Ohio 43615, a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Questions relating to the Bid Documents must be submitted in writing and received by the Owner no later than seventy-two (72) hours prior to the Bid Opening. Any interpretations of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents; said Addendum will bear the signature of approval of the Metropolitan Park District of the Toledo Area. Failure of any bidder to receive any such Addendum shall not relieve that bidder from any obligation of his bid as submitted.

C. Any explanation, interpretation, correction, or modification of the Bid Documents will be issued in writing in the form of an Addendum executed by the Owner, which shall be the only means considered binding. The Metropolitan Park District will not be responsible for or bound by any other explanation or interpretation of such documents that any person presumes to make. All Addenda shall become a part of the Contract Documents.

D. If any addendum to the plans or contract documents is issued within 72 hours prior to the scheduled bid opening, as stated in the advertisement for bids, the time for opening the bids shall be extended for a period of one (1) week, without further advertising for bids.

11. UNSOLICITED ALTERNATE BIDS/QUALIFYING STATEMENTS

Unsolicited alternate bids will not be considered in awarding this contract. The inclusion of any such unsolicited alternates will result in a bid being considered informal and liable to rejection. Bidders shall not add any conditions or qualifying statements to the bid as the bid may be declared irregular as being not responsive to the Notice to Bidders.

12. METHOD OF AWARD

A. Award. Following the opening and tabulation of bids, the Metropolitan Park District will determine which bid is most favorable to and in the best interests of the Metropolitan Park District. The award of the contract will be made to the bidder with the lowest bid who meets the requirements of the Contract Documents and who is deemed by the Metropolitan Park District to be fully capable of completing the work in accordance with the plans and specifications and within the time frame indicated by the bidder on the Proposal Form. The Owner, in its sole discretion, shall determine whether a bid is responsive and a bidder is fully capable of completing the work in accordance with the foregoing.

B. Right to Reject. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the bid packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid. Any material changes to the contractor's status, at any time, must be reported in writing within ten days of its occurrence. Any pre-qualification designation is solely within the discretion of the Owner and the Owner specifically reserves the right to change or revoke the designation for cause.

C. Determination of Lowest Responsible Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the bidder submitting the lowest responsible bid, taking into consideration accepted alternates. The Owner, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bid or bidder is responsible and which contractor has submitted the lowest and best bid. In evaluating bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternative and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed distributors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission, or any information obtained by the Owner as a result of any related investigation, in consideration of contract awards. The Owner reserves the right to reject the bid of any bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is a responsible bidder, include, but are not limited to, the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

a. The bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the bidder.

The bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the bidder's performance. By submitting its bid, the bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, the bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them;

b. The bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;

c. The bidder's prior experience with similar work on comparable or more complex projects; the bidder should be in the business and regularly engaged in the type of construction specified for the bid package for which it submits a bid for a minimum period of three (3) years and be properly licensed in the jurisdiction where the Project is constructed; in addition, the bidder must show that it is able to provide through either an in-house or outside consultant a registered design professional to sign and seal the final Drawings that the Contractor must prepare for the Project;

d. The bidder's prior history for the successful and timely completion of projects;

e. The bidder's equipment and facilities;

f. The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time, and the bidder's in-house design professional or consultant for completing the design of the project for installation, including systems, and stamping drawings needed to submit for plan approvals and building permits;

g. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner;

h. The bidder's compliance with federal, state, and local laws, rules and regulations, including but not limited to the Occupational Safety and Health Act;

i. The bidder's participation in a drug-free workplace program acceptable to the Owner, and the bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 7.24;

j. The Owner's prior experience with the bidder's surety;

k. The bidder's ability to meet scheduling requirements;

l. Depending upon the type of work, other essential factors, as the Owner may determine and as are included in the specifications for the Work; and/or

m. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.

13. REJECTION OF BIDS

Failure of the bidder to provide the requested information timely - when the bid is submitted shall be sufficient cause for the rejection of the bid or any part of the bid. The Metropolitan Park District reserves the right to reject any and all bids when, in the best interests of the Metropolitan Park District, it is deemed advisable to do so and to waive any irregularities and informalities.

14. AWARD OF CONTRACT

The Metropolitan Park District reserves the right to accept any bid for the work contemplated herein at any time within a period of 30 days after the opening of bids.

15. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for opening bids, but not for a period of 30 days thereafter, except as provided by law.

16. CHANGES

The Contractor shall not accept verbal orders or instructions for additions, changes, or deletions to bid specifications that will incur compensation above the Contractor's fixed price base bid. There shall be no "final settlement" for changes or additional work at the end of the project.

17. COMPETENCY OF BIDDERS

The low bidder shall be prepared to furnish a financial statement and an experience record, if so directed. The above documents, if required, will be kept confidential. In addition, before the contract is awarded, the low bidder must be prepared to discuss his proposed methods of construction, his program for carrying out the work, and the equipment he proposes to employ.

18. FORFEITURE OF BID DEPOSIT

The person, firm or corporation to which the contract is awarded shall be required to execute and provide all required documents within ten (10) days after written notice of such contract award is made by the Metropolitan Park District. In default thereof, the deposit accompanying his proposal shall be forfeited and retained by the Metropolitan Park District as liquidated damages for any expense or delay which may be incurred in making another award for the performance of the work contemplated herein, and to indemnify the Metropolitan Park District for any loss which it may sustain by failure of the bidder to execute the contract and furnish the required bond.

In the event of the default and forfeiture described herein, the Metropolitan Park District may either re-advertise the work or award the contract to the next lowest bidder (as the Metropolitan Park District may deem advisable).

19. ADDITIONAL SECURITY

In every case where a bond is required, should the surety company thereon, in the opinion of Metropolitan Park District officials, become unacceptable as a surety at any time prior to the completion of this contract, the contractor must promptly furnish replacement surety as the said Metropolitan Park District officials may from time to time require in order to protect the interests of the Metropolitan Park District as well as persons supplying labor and materials to the contractor.

20. BONDS

All bonds must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

21. DATE FOR COMPLETION / LIQUIDATED DAMAGES

A. Date for Substantial Completion. Each successful bidder shall have its work on the project substantially completed (as "Substantial Completion" is defined in the Contract Documents) by **June 30, 2022** (the "Date for Substantial Completion"). The Date for Substantial Completion may be extended only by Change Order or other modification signed by the Park District. By submitting its bid, the bidder agrees that the period for performing the work is reasonable.

B. Liquidated Damages. If the successful bidder does not have its work on the project substantially completed by the Date for Substantial Completion, the Owner shall be entitled to recover from or setoff from amounts due the successful bidder, as Liquidated Damages, and not as a penalty, the amounts set forth in the applicable table included in the contract between the bidder and the Owner for each and every calendar day beyond the Date of Substantial Completion that the contractor's work is not Substantially Complete. In addition to such Liquidated Damages, the bidder shall indemnify, defend and hold the Owner and its employees, officers, directors and trustees harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, provided such claims arise out of or are related to the bidder's failure to achieve Substantial Completion of its work by the Date for Substantial Completion.

C. Acknowledgement. The bidder acknowledges, by submitting its bid for the work and entering into a contract with the Owner to perform the work, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of and/or interference with the intended use of the project that the Owner would incur if the work is not Substantially Complete by the Date for Substantial Completion.

22. PREVAILING WAGE

Pursuant to Ohio Revised Code Section 4115.03 et seq., the Project requires all contractors and subcontractors to pay prevailing wages as defined under Ohio law.

23. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) shall include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national employment in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

B. The Contract to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

24. PROJECT LABOR AGREEMENT ("PLA")

A Project Labor Agreement will be entered into by the successful bidder with the Northwest Ohio Building and Construction Trades Council for the Work on the Project. The Project Labor Agreement shall be substantially similar to the agreement attached as Exhibit A.

25. EXECUTION OF CONTRACT

A. Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful bidder shall execute and deliver to the Owner the required number of the following documents:

a. The Contract between Owner and Contractor;
b. Performance Bond;
c. Labor and Materials Payment Bond;
d. Valid Workers' Compensation Certificate;
e. Insurance Certificates;
f. Personal Property Tax Affidavit;
g. Workers' & Unemployment Compensation Affidavit;
h. Affirmative Action Affidavit;
i. Prevailing Wage Rate Agreement;
j. Work Site Policies and Procedures;
k. Project Labor Agreement;
l. Any other documents identified in the Contract Documents for submission with the signed agreement

PROPOSAL

BID PROPOSAL FORM

TO: Metropolitan Park District of the Toledo Area
5100 West Central Avenue, Toledo, OH 43615

BID PROPOSAL

Pursuant to the advertisement for bids for **LUC – Metroparks Toledo Miscellaneous Paving, PID 115024**, the undersigned having familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents, including Notice to Bidders, Instructions to Bidders, Bid Form, Contract Form, Form of Bonds, Plans, Specifications, Affidavits, Exhibits, and Addenda issued and attached to the specifications on file in the office of the Metropolitan Park District of the Toledo Area, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, insurance, utilities, transportation and other services necessary to perform all of the work required for the completion of the Project component identified below, in accordance with the Plans, Specifications and Addenda Nos. _____ issued thereto:

BASE BID:
This bid is for the BASE BID component of the Project: **LUC – Metroparks Paving, FY2019 – PID 115024**. The BASE BID amount for all work for this component, as shown on the drawings and specifications, shall be completed for:

THE TOTAL BASE BID AMOUNT _____ Dollars

($_____).

The work shall be completed by (date) _____, in accordance with the Instructions to Bidders.

Accompanying this proposal is a (__) certified check, (__) cashier's check, (__) irrevocable letter of credit, (__) surety bond in the amount of:

_____ payable to the Metropolitan Park District of the Toledo Area which is to be forfeited to same if the undersigned fails to execute the contract in conformity with the Contract Form incorporated in the Contract Documents and furnish bond as specified within ten (10) days after notification of the award of contract to the undersigned.

BID PROPOSAL FORM - *continued*

UNIT PRICES: **Basis of payment for construction work.**

The following unit prices are submitted as basis of payment for ODOT pay items related to this OPRA / ODOT funded work. The unit price shall be complete including all labor, materials, necessary tools, expendable equipment, insurance, utilities, transportation, and other services necessary to perform the work required for completion of said construction.

ITEM #	DESCRIPTION	QTY	UNIT	PRICE PER UNIT	TOTAL
Group 0001: ROADWAY					
202E23001	PAVEMENT REMOVED, AS PER PLAN	100	SQ YD	$	$
203E10000	EXCAVATION	539	CU YD	$	$
203E20000	EMBANKMENT	10	CU YD	$	$
204E10000	SUBGRADE COMPACTION	12152	SQ YD	$	$
202E32000	CURB REMOVED	22	FEET	$	$
202E98400	REMOVAL MISC.: CONCRETE PAD REMOVED	25	SQ FT	$	$
202E30000	WALK REMOVED	288	SQ FT	$	$
638E10800	VALVE BOX ADJUSTED TO GRADE	4	EACH	$	$
				Total for Group 0001:	$
Group 0002: PAVEMENT					
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	1331	SQ YD	$	$
304E20000	AGGREGATE BASE	361	CU YD	$	$
304E2001	AGGREGATE BASE, AS PER PLAN, 703.05	311	CU YD	$	$
407E20000	NON-TRACKING TACK COAT	485	GAL	$	$
407E98010	TACK COAT, MISC.: EMULSION CHIP SEAL	8945	GAL	$	$
422E98000	CHIP SEAL MISC.: AGGREGATE, DOUBLE CHIP SEAL	11181	SQ YD	$	$
441E50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	330	CU YD	$	$
441E50300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	42	CU YD	$	$
608E52000	CURB RAMP	289	SQ FT	$	$
609E26000	CURB, TYPE 6	22	FEET	$	$

BID PROPOSAL FORM - *continued*

ITEM #	DESCRIPTION	QTY	UNIT	PRICE PER UNIT	TOTAL
409E98020	SEALING MISC.: SPECIAL, FOG SEAL	1677	GAL	$	$
				Total for Group 0002:	
Group 0003: LANDSCAPING					
411E10000	STABILIZED CRUSHED AGGREGATE	10	CU YD	$	$
653E10000	TOPSOIL FURNISHED AND PLACED	93	CU YD	$	$
654E11000	COMMERCIAL FERTILIZER	0.24	TON	$	$
659E10000	SEEDING AND MULCHING	1647	SQ YD	$	$
659E35000	WATER	9	M GAL	$	$
				Total for Group 0003:	$
Group 0004: TRAFFIC CONTROL					
642E00690	TRANSVERSE/DIAGONAL LINE	446	FEET	$	$
643E00500	STOP LINE	71	FEET	$	$
643E00600	CROSSWALK LINE	165	FEET	$	$
643E00400	CHANNELIZING LINE	50	FEET	$	$
643E00300	CENTER LINE	0.01	MILE		
643E01200	PARKING LOT STALL MARKING	1562	FEET	$	$
643E01300	LANE ARROW	7	EACH	$	$
643E01600	HANDICAP SYMBOL MARKING	5	EACH	$	$
				Total for Group 0004:	$
Group 0005: INCIDENTALS					
614E11000	MAINTAINING TRAFFIC	1	LUMP	$	$
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP	$	$
624E10000	MOBILIZATION	1	LUMP	$	$
				Total for Group 0005:	$
				TOTAL BASE BID AMOUNT (TO EQUAL BASE BID)	$

BID PROPOSAL FORM – *continued*

ALTERNATE ONE: HOWARD MARSH PARKING LOOP, PLAN SHEET 8 OF 11

This bid is for the ALTERNATE ONE component of the Project: **LUC – Metroparks Toledo Miscellaneous Paving, PID 115024**. The ALTERNATE ONE amount for all work for this component, as shown on the drawings and specifications, shall be completed for:

THE TOTAL ALTERNATE ONE AMOUNT _____ Dollars

($_____).

ALTERNATE ONE: HOWARD MARSH PARKING LOOP, PLAN SHEET 8 OF 11

The following unit prices are submitted as basis of payment for ODOT pay items related to this OPRA / ODOT funded work. The unit price shall be complete including all labor, materials, necessary tools, expendable equipment, insurance, utilities, transportation, and other services necessary to perform the work required for completion of said construction.

ITEM #	DESCRIPTION	QTY	UNIT	PRICE PER UNIT	TOTAL
Alternate 1, Group 0001: ROADWAY					
203E10000	EXCAVATION	71	CU YD	$	$
204E10000	SUBGRADE COMPACTION	2554	SQ YD	$	$
				Total for Alternate 1, Group 0001:	$
Alternate 1, Group 0002: PAVEMENT					
304E20001	AGGREGATE BASE, AS PER PLAN, 703.05	71	CU YD	$	$
407E98010	TACK COAT, MISC.; EMULSION, CHIP SEAL	2043	GAL	$	$
422E98000	CHIP SEAL, MISC.: AGGREGATE, DOUBLE CHIP SEAL	2554	SQ YD	$	$
409E98020	SEALING, MISC.: SPECIAL, FOG SEAL	383	GAL	$	$
				Total for Alternate 1, Group 0002:	$
Alternate 1, Group 0003: INCIDENTALS					
614E11000	MAINTAINING TRAFFIC	1	LUMP	$	$
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP	$	$
624E10000	MOBILIZATION	1	LUMP	$	$
				Total for Alternate 1, Group 0003:	$
TOTAL BASE BID AMOUNT (TO EQUAL ALTERNATE ONE BID)				$	

PROPOSAL

BIDDER CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Bid Proposal are material and not mere recitals:

Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

The Bidder represents that the bid is based upon the standards specified by the Contract Documents.

Bidder has visited the Project Site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.

Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between contractors or their agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that the Contractor's sole remedy for such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with and not in conflict with, Section 4113.62, ORC to the fullest extent permitted.

Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit prices or Alternate Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate Bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; and (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.

BIDDER CERTIFICATION - *continued*

The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

In submitting this bid, it is understood that the Metropolitan Park District reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of 30 days from the opening date thereof, except as provided by law.

If a Contract is awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders. If awarded a contract under this proposal, the undersigned hereby agrees to sign, acknowledge and deliver the Contract and any and all bonds required hereunder within ten (10) days after receipt of the Contract Form.

BIDDER'S NAME (Print): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

_____

Telephone Number: ( ) _____

Facsimile Number: ( ) _____

Where Incorporated/Organized: _____

Type of Business (circle one): Limited Liability Company Corporation
Partnership Sole Proprietorship

Federal Identification Number: _____

Contact Person for Contract Processing: _____

E-mail Address: _____

PROPOSAL

BID GUARANTY & CONTRACT BOND

(To be executed by Bidder and Surety before submitting a bid.)
(Certified check, cashier's check, or letter of credit for 10% of bid may be submitted in lieu of Bid Guaranty.)

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

_____

_____
(Name and address of Principal)
as principal and _____

_____
(Name and address of Surety)
as sureties, are held and firmly bound onto the Metropolitan Park District of the Toledo Area as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as:
(Date)
_____(the "Project").
The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of:

_____ dollars ($ _____).
(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)

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

Signed the _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for:

_____

_____

NOW, THEREFORE, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal will pay to the obligee the difference not to exceed ten percent

BID GUARANTY & CONTRACT BOND – continued

(10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

Now also, if the said principal shall well and faithfully do and perform every of such contract; and indemnify the obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it
being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the Work or to the specifications.

SIGNED AND SEALED THIS _____ day of _____ 20_____.

PRINCIPAL: _____

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-fact

SURETY COMPANY INFORMATION:

Company's Name: _____

Address: _____

_____

Telephone: _____

BID GUARANTY & CONTRACT BOND – continued

SURETY AGENT INFORMATION:

Agent's Name: _____

Address: _____

_____

Telephone: _____

NOTE: Failure by any party to sign this Bid Guaranty & Contract Bond shall result in rejection of the bid.

A properly executed Power of Attorney showing the authority of persons executing the bond for the Surety or Sureties, at the date of this bond, should be submitted with this bond.

PROPOSAL

CONTRACTOR QUESTIONNAIRE

Submitted to: The Metropolitan Park District of the Toledo Area

Address: 5100 W. Central Avenue, Toledo, Ohio 43615

Submitted by:

Name:

Address:

Principal Office:

[ ] Corporation [ ] Limited Liability Company [ ] Partnership

[ ] Individual [ ] Joint Venture [ ] Other

Name of Project: _____

Type of Work: _____

[ ] General Construction [ ] HVAC [ ] Electrical

[ ] Plumbing [ ] Other (please specify):

1. How many years has your organization been in business as a Contractor?

2. How many years has your organization been in business under its present business name?

a. Under what other or former names has your organization operated?

3. If your organization is a corporation, answer the following:

a. Date of Incorporation: **b.** State of Incorporation: **c.** List Officers:

4. If your organization is a limited liability company, answer the following:

a. Date of Organization: **b.** State of Organization:

c. Names of Members: **d.** List Managers and/or Officers:

5. If your organization is a partnership, answer the following:

a. Date of Organization: **b.** Type of Partnership:

c. Name(s) of General Partner(s):

CONTRACTOR QUESTIONNAIRE – *continued*

6. If your organization is individually owned, answer the following:

a. Date of Organization: **b.** Name of Owner:

7. If the form of your organization is other than those listed above, describe it and name the principals:

8. Licensing & Certifications

a. List jurisdictions and trade categories in which your organization is legally qualified to do business. Provide proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award. Disclose any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, officer or manager employed by the bidder.

b. Please check if you company currently holds any of the following certifications:

- ☐ Certified Encouraging Diversity, Growth and Equity (EDGE) by State of Ohio
- ☐ Certified Minority Business Enterprise (MBE) by State of Ohio, Section 125 ORC
- ☐ Certified Women's Business Enterprise (WBE) by State of Ohio
- ☐ Certified Small Disadvantaged Business (SDB) by SBA
- ☐ Veteran Owned

c. Please list any other special certifications or designations:

9. Workforce Continuity, Experience, Availability, Safety and Welfare

a. List the categories of work that your organization normally performs with its own personnel and extent of workforce experience in the area of construction for which the bid is submitted:

b. Workforce availability – Is the bidder's workforce drawn mainly from Northwest Ohio to include Lucas, Wood, Fulton and Ottawa Counties? Include a listing of the bidders workforce residing in Toledo / Lucas County / Northwest Ohio:

c. Apprenticeship program – Do the bidder's employees participate in a *bona fide* apprenticeship program that is approved by the Ohio State Apprenticeship Council and the US Department of Labor?

d. Employee welfare – Does the bidder provide employee health insurance and retirement or pension plan for its employees?

e. Employee safety – does the bidder provide for an OSHA and EPA (if applicable) compliance safety plan for its employees with regular safety training as required? Employees must have at minimum an OSHA 10-hour certification to be on site.

f. Drug-free workplace – Does the bidder have in place a drug free awareness program and notification requirements consistent with the requirements of the Federal Drug-Free Workplace Act of 1988?

CONTRACTOR QUESTIONNAIRE – *continued*

10. Claims, Suits and Compliance (If the answer to any of the questions below is yes, please attach details).

a. Has your organization ever failed to complete any work awarded to it?

b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

d. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

e. Bonding Experience - Does your organization have a record of claims against performance bonds secured on public improvement construction projects? Explain reasons for claims.

f. Tax Laws - Is your organization in compliance with city and state taxes on payroll and net profits? Is an affidavit included regarding no outstanding tax liens and no outstanding income tax obligations?

g. Wage, Hour and Unemployment Laws - Is the bidder in compliance with federal, state, local laws/regulations regarding safety and health, fair labor standards, prevailing wages, minimum wages, employment and worker's compensation?

h. Construction Compliance – Does the bidder have a record for complying with and meeting completion deadlines and successfully controlling costs bid on similar construction projects? Include a review of the various construction experience and compliance in the preceding 12 months covering the bidder's compliance with completion deadlines, the amount of any change orders for the job or cost overruns on each job undertaken, the reasons for the change orders or cost overruns, and the timely response to site cleanup and punch list.

CONTRACTOR QUESTIONNAIRE - *continued*

11. The undersigned bidder has completed general construction contracts, similar in scope to this solicitation, for governmental agencies or political subdivisions. Include previous related experiences with Metroparks.

PROJECT	AGENCY	DATES	CONTACT PERSON AND PHONE NO.	CONTRACT AMOUNT
1.				
2.				
3.				
4.				
5.				

12. The undersigned bidder is working on the following construction projects which are currently in progress.

PROJECT	AGENCY	ANTICIPATED COMPLETION DATE	CONTACT PERSON AND PHONE NO.	CONTRACT AMOUNT
1.				
2.				
3.				
4.				
5.				

13. References

a. List Trade References:

b. List Bank References:

c. Surety - Name of bonding company:

d. Surety - Name and address of agent:

e. Financing Statement - Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.

CONTRACTOR QUESTIONNAIRE - *continued*

f. Workers Compensation - On a separate sheet, describe your workers' compensation history for the last three years, including claims made, claims settled, and premium/modification rate changes.

g. Equipment - The undersigned bidder proposes to use the following entirely owned equipment on this Project:

_____

_____

h. Equipment - The undersigned bidder proposes to use the following rented equipment on this Project:

_____

_____

14. Proposed schedule of operations for this Project:

ITEM	STARTING TIME (number of days after contract awarded)	COMPLETION TIME (number of days to complete)

15. Identify who will be the Project Engineer, Project Manager, and/or Project Superintendent on this Project, and provide information regarding the training, education and experience of each such individual:

_____

_____

_____

_____

CONTRACTOR QUESTIONNAIRE - *continued*

16. Disclose the name, address and contact number of each subcontractor from whom the bidder has accepted a bid and/or intends to hire for any part of the project, each such subcontractor shall be required to adhere to the submission requirements set forth in the Instructions to Bidders herein, as though it were bidding directly to the Owner:

NAME & CONTACT INFO ITEM OF WORK

_____

_____

_____

_____

_____

The Owner expects that the specific subcontractors listed above will be employed on the project. No additional subcontracting or subcontractor substitutions shall be allowed without prior written approval by the Owner.

Executed this _____ day of_____, _____.

Name of Organization:

By:

Title:

PROPOSAL

HOURLY WAGE RATE AFFIDAVIT

City of _____

County of _____
§
State of _____

_____ being first duly sworn, deposes and says that he/she is

_____ (sole owner, partner, president, etc.) of _____ the party making the foregoing proposal or bid; that the minimum hourly wage rates paid for skilled and common labor performed on this project will be paid and the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Department of Industrial Relations, State of Ohio, for the Toledo Area, in affect at the time of the contract bid advertising date, and subsequent revised Hourly Wage Rates received during the construction of the project, for the industry involved will be followed.

_____
Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

PROPOSAL

NON-COLLUSION AFFIDAVIT

City of _____

County of _____ §

State of _____

_____ being first duly sworn deposes and

says that he is _____ (Sole Owner, Partner, President,

etc.) of _____ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against the Metropolitan Park District of the Toledo Area or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not directly or indirectly submitted this bid or the contents thereof, or divulged information or data relative to any association or member or agent thereof.

_____
Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

PERSONAL PROPERTY TAX AFFIDAVIT

City of _____

County of _____ §

State of _____

The undersigned being first duly sworn according to law, deposes and says that it is engaged in the building business in the city of _____, Ohio;

Affiant further says that he/she is an officer of _____ (Company), and at the time of submitting its bid on _____ (Project Name) located at _____, Ohio, was not charged with any delinquent personal property taxes on the general tax list of personal property of any county in which _____ (Client Name) taxing district has territory; Affiant further says that in consideration of the award of a contract in the above referenced project, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant further says and represents that he/she has read and understands the provisions outlined in Revised Code Section 5719.042 as they relate to contractors submitting statements regarding delinquent taxes.

_____
Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

WORKERS' & UNEMPLOYMENT COMPENSATION AFFIDAVIT

City of _____

County of _____ §

State of _____

The undersigned certifies that within the past nine (9) months he/she has paid all contributions or made all payments in lieu of contributions as required by Ohio law for workers' compensation and unemployment compensation. He/she has not engaged, as independent contractors, any workers, for whom workers' compensation and/or unemployment compensation contributions or payments in lieu of contributions are required to have been made.

_____
Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

AFFIRMATIVE ACTION AFFIDAVIT

City of _____

County of _____ §

State of _____

I, _____
(Name of Person Signing) (Title)

of the _____ do hereby
(Company Name)

certify that I agree to practice non-discrimination on this Metropolitan Park District of the Toledo

Area project, _____.
Further that proof of compliance may be required by the Park District, and that non-compliance and violation will be reported to the appropriate State and Federal agencies.

_____
Affiant

_____
Print / Type Name of Affiant

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

CONTRACT

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as principal and

_____ as sureties, are held and firmly bound unto the Metropolitan Park District of the Toledo Area, a political subdivision, in

the penal sum of _____ dollars ($_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said

_____ did on the _____ day of _____, _____ enter into a contract with the Metropolitan Park District of the Toledo Area for:

_____, which said Contract is made a part of this bond the same as though set forth herein:

NOW, THEREFORE, if the said Principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and shall pay all lawful claims of subcontractors, material suppliers and workmen, for labor performed and material furnished in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any material suppliers or workmen having a just claim as well as the Obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

IT IS HEREBY EXPRESSLY FURTHER UNDERSTOOD AND AGREED that this bond is also given and made as a guarantee against defective material and workmanship in the said work covered by said Contract until final acceptance of the work by the Metropolitan Park District of the Toledo Area.

100% PERFORMANCE BOND - *continued*

The said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract, or to the work or to the Specifications.

Signed this _____ day of _____, _____

IN PRESENCE OF: _____
Principal

_____ _____
Witness Title

_____ _____
Witness Surety

_____
Title

I hereby approve the form and correctness of the foregoing bond.

_____, _____ David M. Smigelski, Solicitor

CONTRACT

LABOR AND MATERIALS PAYMENT BOND

This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS, that _____ as

principal, hereinafter called Principal, and, _____ as surety, hereinafter called Surety, are held and firmly bound unto the Metropolitan Park District of the Toledo Area as Obligee, hereinafter called Owner, for the use and benefit of

claimants as herein below defined, in the amount of _____
(100% of contract price)

_____ dollars ($_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contact with Owner for in accordance with Drawings and Specifications which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above name Principal and Surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

LABOR AND MATERIALS PAYMENT BOND - *continued*

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be on record against said improvement, whether or not claim for the amount of such lien is presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____.

_____	_____
Witness	Principal (seal)
	_____
	Title
_____	_____
Witness	Surety
	_____
	Title

CONTRACT

PREVAILING WAGE RATE AGREEMENT

This agreement is made as of _____, between the Metropolitan Park District of the Toledo Area, by and through the Metropolitan Park District of the Toledo Area,

(hereinafter the "Public Authority") and _____, (hereinafter the "Contractor"), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds $4,000, this project is hereby designated as a public improvement project; and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115; and,

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

1) That the Public Authority shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.

2) That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his/her subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department for the project.

3) That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.

4) That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.

5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;

a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.

b) Maintain a list of pay dates.

PREVAILING WAGE RATE AGREEMENT - *continued*

c) Within two weeks after the first payday, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor. Payrolls shall include the following: Employee's full name, address and social security number; work classification (show level/year for all apprentices); hours worked on project; hourly rate of pay; list all fringe benefits (if any) and amount per hour for each (based on 2080 hours per year); total deductions; and net pay for period.

Copies of Apprenticeship Agreement for each apprentice shall be sent to the prevailing wage coordinator.

1) If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.

2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.

d) Supply each employee with written notification of his/her assigned job classification, hourly prevailing wage rate and fringe payments, and the identity of the prevailing wage coordinator.

e) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required posting and job classifications are being complied with.

f) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized. This wage affidavit is located in the wage rate section of the General Specifications.

g) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.

6) The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the prevailing wage coordinator.
Upon notice by the prevailing wage coordinator or the Department of Industrial Relations to the General Contractor of a failure by the contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (c), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.

8) Upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.

9) The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction. The list shall include the name, address and telephone number of each subcontractor.

10) The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself/herself and all subcontractors.

PREVAILING WAGE RATE AGREEMENT - *continued*

11) Out-of-State contractors must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

12) That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself/herself of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

13) New Wage Rates received during the construction period of this contract shall supersede those Wage Rates incorporated in the specifications. The contractor will be required to pay new Wage Rates.

14) Per Section 4115.06 of the Ohio Revised Code, the contractor shall pay mechanics and laborers prevailing wage rates.

15) The General Contractor shall notify the Public Authority of the use of apprentices. Any special agreements with apprentices shall be provided to the Public Authority.

16) The General Contractor shall execute and provide to the Owner, and shall cause each Subcontractor to execute and provide to the Contractor and the Owner, the completed Prevailing Wage Affidavit attached hereto before final payment on the Contract is made.

Date:_____ _____
General Contractor

By: _____

Date:_____ _____
Public Authority:

_____

_____

PREVAILING WAGE RATE AGREEMENT - *continued*

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

City of _____

County of _____
§
State of _____

I, _____, (Name of Person Signing

Affidavit and Title) of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

_____

_____
(Project and Location)
during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates of deductions for any wages due any person have been directly or indirectly made other than those provided by law.

_____
Signature of Officer or Agent

Sworn and subscribed for me this _____ day of _____, 20_____.

_____
Notary Public in and for

_____ County, Ohio

My Commission Expires:

_____, 20_____.

The above affidavit must be executed and sworn to by the officer or agent or the Contractor of Subcontractor who supervises the payment of employees before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

CONTRACT

WORK SITE POLICIES AND PROCEDURES

METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

1. All construction personnel must register at the general trade contractor office trailer each day they are on the job site and pick up an identification badge. Identification badges must be worn at all times while working the job site. Construction personnel shall return the badges and sign out at the end of each workday. Upon signing in and out, construction personnel must log the time of day.

2. Parking on site is limited to areas designated by the Park District. The general trade contractor shall inform the Park District of the number and types of vehicles anticipated to be parked at the site. The Park District reserves the right to restrict parking and vehicle traffic based on weight, size and number of vehicles.

3. This Work site has a “no radio” policy that must be strictly adhered to by all construction personnel. Any radios, CD players, tape players or similar devices, found on site will be confiscated and returned at the end of the Project.

4. The Park District has a “no smoking” policy. Anyone who is caught smoking on Park District property will be asked to leave the site immediately.

5. There shall be no fraternization, improper behavior, or profanity to be directed toward, or in the vicinity of Park District staff or visitors.

6. No offensive wording or drawings on any articles of clothing will be acceptable. This includes references to drugs, alcohol, tobacco, and inappropriate behavior.

7. All personnel will wear hard hats, commence work boots, and work clothing, which consists of long pants and shirts with sleeves.

8. Weapons, concealed or otherwise, are prohibited on Park District property.

9. Illegal substances are prohibited on Park District property.

I, _____, have read, understand, and hereby agree to cooperate with and abide by the foregoing policies and procedures.

COMPANY:

By: _____

Date: _____

CONTRACT FORM

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made and entered into this _____ day of _____,

_____ by and between the Metropolitan Park District of the Toledo Area, Lucas County, Ohio,

(the "Owner") and _____ (the "Contractor").

WITNESS THAT the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK
The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor; materials; necessary tools; expendable equipment; and all utility and transportation services required to perform and complete, in a workmanlike manner, all of the work required for **LUC Metroparks Toledo Miscellaneous Paving,** all in strict accordance with the plans and specifications including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and other contract documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID THE CONTRACTOR
In consideration of the completion of the work described herein and the fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Owner, the Owner shall pay and the Contractor further agrees to receive and accept, subject to any additions or deductions provided for

herein, the amount of _____. The unit prices or lump sum herein above referred to shall be full compensation for furnishing all the labor, equipment and materials and for the costs of all premiums on insurance and bonds for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the aforesaid work, or from any action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the plans and specifications and requirements of the Owner. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions attached hereto and made a part hereof.

ARTICLE III - TIME OF COMPLETION
The Contractor agrees to complete the work included under this Contract per the contractor's designated completion date on the Proposal Form.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT
This Contract consists of the Contract Documents defined in Section 1 of the General Conditions attached hereto, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

CONTRACT BETWEEN OWNER AND CONTRACTOR - *continued*

ARTICLE V - GUARANTEE

The Contractor hereby guarantees all work furnished and performed under this contract against any defects in workmanship or material for a period of one (1) year following the date of acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good without delay at his own cost and expense any failure of any part of the work due to faulty materials, construction or installation or to the failure of any equipment to perform successfully all work put upon it within the limits of the specifications and further make good any damage to any part of the work caused by such failure. Said Contractor also agrees that the Contractor's Bonds shall fully cover all guarantees in this article contained.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three original counterparts as of the day and year first written above.

Metropolitan Park District of the Toledo Area

By: _____
David D. Zenk, Executive Director

The Contractor

_____

By: _____

_____
(Please print or type name here)

IRS Identification Number
or Social Security Number: _____

APPROVED AS TO FORM:
(David M. Smigelski)

CONTRACT

CORPORATION CERTIFICATE

STATE OF _____
§
COUNTY OF _____

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing contract that _____, who signed said contract on behalf of the Contractor as _____ of said corporation was _____ of said corporation at the time of said signature; and that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

LIMITED LIABILITY COMPANY CERTIFICATE

STATE OF _____
§
COUNTY OF _____

I, _____, certify that I am the _____ of the company named as Contractor in the foregoing contract that _____, who signed said contract on behalf of the Contractor as _____ of said company was _____ of said company at the time of said signature; and that said contract was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.

_____
Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

PARTNERSHIP CERTIFICATE

STATE OF _____
§
COUNTY OF _____

On this _____ day of _____, 20_____, before me personally appeared

_____, known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he

is a general partner in the _____ partnership of

_____; that said partnership consists of himself and

_____ as _____ partners; and that he executed the foregoing instrument on behalf of said partnership for the uses and purposes stated herein.

_____
Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

This contract is authorized by _____

CONTRACT

PROPRIETORSHIP CERTIFICATE

STATE OF _____
§
COUNTY OF _____

On this _____ day of _____, 20_____, before me personally appeared

_____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that

_____ is a proprietorship under the name of which he conducts business and that he executed the foregoing instrument on behalf of himself, individually

and doing business in the name of _____ for the uses and purposes stated herein.

_____
Signature of Proprietor

_____
Notary Public in and for the County of

_____, State of _____

(Notary Seal)

My commission expires: _____

GENERAL CONDITIONS

1. DEFINITIONS AND TERMS

The term “METROPOLITAN PARK DISTRICT” or “PARK DISTRICT” or “METROPARKS” or “OWNER” shall mean the Metropolitan Park District of the Toledo Area or its representatives duly authorized to act in the matters in question.

The term “CONTRACT DOCUMENTS” shall mean and include the following:
1. Project Manual Title Page
2. Table of Contents
3. Notice to Bidders
4. Affirmative Action Policy
5. Instructions to Bidders
6. Bid Proposal Form
7. Bid Guaranty and Contract Bond Form
8. Contractor’s Questionnaire
9. Non-Collusion Affidavit
10. Hourly Wage Rate Affidavit
11. Personal Property Tax Affidavit (R.C. § 5719.042)
12. Workers’ & Unemployment Compensation Affidavit
13. Affirmative Action Affidavit
14. Performance Bond
15. Labor and Materials Payment Bond
16. Prevailing Wage Agreement
17. Project Labor Agreement
18. Site Policies and Procedures
19. Contract between Owner and Contractor
20. General Conditions of the Contract for the Project (AIA Document A201-1997)
21. Special Conditions
22. Location Map
23. Project Specifications
24. Project Drawings
25. Addenda
26. State of Ohio, Department of Transportation “Construction and Materials Specifications” current edition, together with all supplements and revisions thereto in effect fourteen (14) days prior to the opening of bids, if applicable.

The term “CONTRACTOR” shall mean the person or persons, company, firm, partnership, or corporation, or its legal representative, undertaking work on an executed contract.

The term “SUB-CONTRACTOR” shall mean any person, firm or corporation undertaking work under the obligations of the Contractor, who prior to such undertaking, received the written consent of the Metropolitan Park District.

The term “ARCHITECT” shall be held to mean a duly authorized representative of the Metropolitan Park District of the Toledo Area, designated and authorized to act as its agent.

The letters “ASTM,” when used on the plans or in the Specifications, shall mean American Society for Testing Materials.

The term “THE WORK” shall connote all work specified, indicated or necessary for the contemplated improvement covered by the Contract and Supplemental Agreements thereto.

The term “CONTRACT” shall mean the written agreement covering the performance of the work and furnishing of labor, tools, equipment and materials in construction of “THE WORK.” The Contract shall include Instruction to Bidders, Proposal, Specifications and Bonds; also any and all Supplemental Agreements required to complete “THE WORK” in a substantial and acceptable manner.

The term “SPECIFICATIONS” shall mean the directions, provisions and requirements as referred to, adopted, contained herein or amended, pertaining to the method and manner of performing the work and the quantities and qualities of materials to be furnished, together with the method of computing payments under the Contract.

The term “PLANS” shall mean the maps, profiles, plans and detail drawings accompanying and forming a part of these documents. Should there be any discrepancy between the drawings and the written specifications, the written specifications shall prevail.

The term “PROJECT” shall mean all labor, materials, equipment and services necessary for the proper completion of _____.

The term “PROPOSAL” shall mean the Bid Proposal Form and related Bid Documents as submitted by the Contractor.

The term “SUBSTANTIAL COMPLETION” – shall mean when the work is sufficiently complete in accordance with the Contract Documents to allow the Owner to occupy or utilize the work for its intended use without further disruption, as determined by the Park District’s inspection.

2. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, fuel, tools, plant, equipment, light, transportation and all other expenses necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by the architect and the trade

3. TIME OF COMMENCEMENT AND COMPLETION

3.1 Project Construction Schedule. Within ten (10) calendar days of execution of this Agreement, and thereafter as from time to time requested by the Owner or its representative, the Contractor shall furnish for the consideration of the Owner information for the scheduling of the times and sequence of operations required for its Work to meet the Owner’s overall schedule requirements as set forth in _____, including but not limited to proposed staffing levels for each phase of the Work, proposed dates for material fabrication and delivery, and proposed dates for equipment

delivery. The Owner shall prepare the initial Project Time Schedule in substantial compliance with the Construction Documents and may thereafter from time to time make changes to the Project Time Schedule. The Owner shall consider, but is not bound by, the information supplied by the Contractor. The Contract Documents shall govern whether the Contractor is entitled to any additional compensation due to changes in the Project Time Schedule. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract, the breach of which may be justification for withholding payment otherwise due the Contractor. Inclusion of the proper staffing levels in the Project Time Schedule shall not constitute approval of such staffing levels. The Contractor shall continuously monitor the Project Time Schedule so as to be familiar with the timing, phasing, and sequence of operations of the Work and of other work on the Project and shall execute the Work in accordance with the requirements of the Project Time Schedule, including any revisions thereto.

3.2 Date of Commencement and Completion. The Contractor shall commence work within one (1) week after the date of written notice from the Owner to proceed and the rate of progress shall be such that the whole Work shall be substantially completed and the ground cleaned up in accordance with the Contract and Specifications within the time limit stated in the Proposal which shall be no later than _____, _____ (the "Date for Substantial Completion"), unless an extension of this time shall have been granted in the manner specified.

The Contractor expressly covenants and agrees that in undertaking to complete the work within the time mentioned, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials for workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any act of neglect of the Owner, its agents, or by causes beyond the Contractor's control, including strikes, lock-outs, fire or other unavoidable casualties, the Contractor shall have no claims for damages for any such cause or delay, but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing. Claim for such extension of time shall be made by the Contractor in writing within one (1) week from the time when such alleged cause for delay shall occur.

Work shall be deemed completed when it has been approved and accepted by the Metropolitan Park District.

3.3 Substantial Completion

3.3.1 Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

3.3.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

3.3.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently

complete in accordance with the Contract Documents to allow the Owner to occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. Upon completion or correction of such item, the Contractor shall submit a request for another inspection by the Owner to determine Substantial Completion.

3.3.4 When the Work or designated portion thereof is substantially complete, the Owner and Contractor shall sign a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties applicable to the Work shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

3.4 Liquidated damages. If the Contractor does not have its Work on the Project completed by the Date for Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in the amount of $___250.___ per day until Substantial Completion is achieved. In addition to the Owner's right to Liquidated Damages, the Contractor shall indemnify, defend, and hold the Owner and its employees harmless from any delay, acceleration, loss of productivity, or other claims relating to or resulting from delays caused by the Contractor and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this section is joint and several.

The Contractor acknowledges that the foregoing liquidated damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner will incur if the Work is not Substantially Complete by its Date for Substantial Completion and thereafter is not Finally Complete.

4. CONTRACT SUM

The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be

_____ Dollars ($_____). The Contract Sum includes labor and materials, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract does not include taxes from which the Contractor is exempt because of the Owner's tax-exempt status. The Contract Sum includes the Base Bid stated on the Contractor's Bid Form and the following Alternates:

Without prejudice to any of the Owner's rights and remedies under the Contract Documents, if the Contractor fails to submit payment applications and any required documentation, and the Owner has provided written notice of such failure, but the Contractor has not responded, then, not less than ninety (90) days after the written notice to the Contractor to do so has been provided to the Contractor, the balance of the Contract Sum shall remain and become the sole possession of the Owner.

GENERAL CONDITIONS – *continued*

5. PERFORMANCE BOND

The successful bidder shall be required to provide a performance bond in an amount not less than 100 per cent of the total contract price, conditioned on the faithful performance of the contract, the completion of the work within the time specified and prompt payment of all persons furnishing labor and materials necessary for all work. The performance bond shall be drawn in favor of the Metropolitan Park District of the Toledo Area and shall be by a surety company acceptable to the Metropolitan Park District.

6. LABOR AND MATERIALS PAYMENT BOND

A payment bond on the part of the contractor shall be furnished for 100 per cent of the contract price. The payment bond shall assure payment as required by law of all persons supplying labor and materials in the execution of the work provided in the contract.

7. ADDITIONAL SECURITY

If at any time after the execution of this Contract and approval of the required performance bond, the Owner shall deem any of the Sureties upon such bond to be unsatisfactory, or if for any reason such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days of receipt of a written order to do so, furnish a new or additional bond satisfactory to the Owner as to form and sum, and signed by such sureties as shall be satisfactory to the Owner. Further payments shall be withheld from the Contractor until such new or additional bond has been furnished and approved.

8. VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Contract shall supersede all prior verbal statements of the Owner or representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any way whatsoever this Contract.

9. OWNER TO DECIDE

The Owner shall decide all questions regarding the fulfillment of the terms of the Contract or the intent or purposes of the Contract, and the Owner's decision shall be final and conclusive as to both parties to this Contract; and the Owner's approval of the work shall be a condition precedent to the final settlement and payment of any amount which may be due the Contractor.

10. ASSIGNMENT OF CONTRACT

Assignment of this contract, or any part thereof, or any funds to be received thereunder, shall be subject to the written approval of the Metropolitan Park District of the Toledo Area. Any such assignment shall contain a clause to the effect that it is agreed that the funds to be paid the assignee are subject to the prior lien for rendered services or materials supplied for the performance of the work called for in this contract, in favor of all persons, firms or corporations rendering such service or supplying such materials.

11. COPIES OF CONTRACT AND BONDS

Three (3) executed copies of the contract and bonds will be required by the Metropolitan Park District.

12. EFFECTIVE DATE OF CONTRACT
Subject to applicable provisions of law, this contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart thereof is delivered to the contractor.

13. PLANS AND SPECIFICATIONS
The Owner will furnish to the Contractor a reasonable number of copies of the Contract Documents without cost. At least one (1) approved copy shall be kept at the site of the Work and made available at all times for the use of the Owner.

When deemed necessary, additional detailed drawings will be furnished to the Contractor during the progress of the work. All such drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom and will become a part of this Contract.

The Owner reserves the right to make reasonable alterations in any drawing which may be deemed necessary or in the public interest, without constituting grounds for any claim by the Contractor for payment, other than that provided under the Contract.

14. INSPECTION AND TESTING
The Owner shall provide the inspection for the work in this Contract and will decide all questions relating to the materials, workmanship, plans and specifications.

The Contractor shall at all times provide convenient access to the project for the Owner and safe and proper facilities for the inspection of materials and manufacturer's products at the place of production or manufacture and of all parts of the Work at the site.

All materials rejected shall be immediately removed from the Work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work is intended to aid the Contractor in the performance of his Work, but shall not release the Contractor from any of his contract obligations.

In cases where the Owner may require the physical testing of samples of material used in the project, the Park District may engage, at its own cost and expense, an independent testing laboratory to obtain such samples, carry out the required tests and report the results directly to the Park District. Materials for testing shall be supplied by the Contractor. The contractor shall coordinate his work schedule to include testing.

15. BOUNDARIES OF WORK
The Park District will provide the necessary land for the erection of all work specified in this Contract, and the Contractor shall not enter or occupy with personnel, men, tools or materials, any private ground outside the property of the Park District without the written consent of the Owner thereof. Other Contractors of the Park District may, for all purposes required by their Contract, enter upon the work and premises used by the Contractor, and the Contractor shall give them all reasonable facilities and assistance for the completion of adjoining work.

16. EXISTING BUILDING
The existing building shall remain open during construction of this project. The Contractor shall coordinate work with the Park District to ensure building renovations are completed without

interruption of the use of the building. It is expected the building will remain closed during renovations and opened up for public use as soon as is practicable.

17. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done, except as can be done satisfactorily and in a manner to secure first-class construction throughout; and unless temporary heat is provided in the event of freezing weather. The Contractor shall provide acceptable temporary heat as required, when work is being prosecuted in cold weather, to prevent freezing of pipe lines and damage to work. All temporary heating facilities shall be removed when directed.

18. SALES TAX AND FEDERAL TRANSPORTATION TAX

A. The Owner is an organization exempt from taxation under Section ____ of the Internal Revenue Code of 1986 and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful bidder provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates for this purpose on request.

B. All materials used to complete the Project are exempt from Federal Transportation Tax under Internal Revenue Code, Section 4272(b), as amended. The Contractor shall have all shipping papers clearly show that the construction material is consigned to the Metropolitan Park District in care of the Contractor.

19. INCOMPETENT WORKMEN

Incompetent, careless or disorderly workmen or foremen will not be permitted on the work, and shall be removed on complaint by the Park District.

Contractor shall not make claim for any damages by reason of the discharge of any such person.

20. SAFETY; ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

In the event of emergency the Contractor shall stop work and immediately notify the Metroparks Project representative of the situation. If the project representative is not available, the Contractor shall notify the park ranger police of the situation.

Within 24 hours the Contractor must investigate the incident, make needed corrections and submit a written report to the Owner describing the incident, the findings of the investigation and any corrective action taken by the Contractor. The Contractor also must compile a summary listing of all work-related injuries and illnesses experienced by its employees and any subcontractor employees.

The Contractor must prepare and implement a written job-site safety plan encompassing all aspects of the Work including those performed by subcontractors. This plan must include a review of all

aspects of the Project, identify all tasks that may present a health or safety hazard to employees, and contain a strategy for unified coordinated implementation with subcontractors.

The Contractor must conduct a safety meeting with its employees at least once a week to keep employees informed of changes in work that may safely be performed and safe work practices. The Contractor must keep a written record of employee attendance, information provided and safety concerns received from employees.

21. LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of, and shall comply with, all existing township, municipal, state, federal and/or other applicable laws, ordinances and regulations, and township, city, state or federal laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by him. He shall protect and indemnify the Owner and its officers and agents against any claims or liabilities arising from or based on any violations of the same.

22. PERMITS

The Contractor shall obtain and pay for all permits and licenses, including permits to demolish and build, and give all necessary legal notices, and pay all fees required for the work. The Contractor shall provide copies of permits to the Owner prior to commencing work and demoing of buildings. Confer with the Owner prior to applying for permits as permitting is often initiated early by the Owner/Architect.

23. TERMINATION FOR BREACH

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate upon the expiration of said ten (10) days.

In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the Work and necessary therefor.

24. OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents, fails to perform any provision of the Contract, or fails to complete the Project within the time designated by the Contractor in the Form of Proposal, and no written extension is approved by the Owner, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of additional management

services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

25. ROYALTIES AND PATENTS

The Contractor shall pay the cost of all royalties and patents required for equipment installed and processes employed under this Contract, and shall defend all suits or claims for infringement and save the Owner harmless from loss on account thereof. The Owner is hereby authorized to reserve final payment until proof is given that all equipment is free from encumbrance.

26. CONSTRUCTION RESPONSIBILITY

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, sub-contractors and their agents and employees, and other persons performing any work under a contract with the Contractor.

27. WARRANTY/CORRECTION OF WORK

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Owner additional services made necessary thereby.

If within one (1) year after the date of completion of the work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

28. SUPERINTENDENT

The Contractor must have, at all times, a competent foreman, superintendent, or representative on the work, to which instructions and orders may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

29. EXTRA WORK

The Contractor shall do any work and/or furnish any materials not herein provided for, which in the opinion of the Owner, may be found necessary or desirable for the completion of the work. No extra work will be paid for or allowed unless the same was done upon written order of the Owner

and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered, as determined by one of the following methods:

A. Unit prices stated in the Proposal, if applicable

B. A price mutually agreed upon in writing by the Owner and Contractor, or

C. A sum equal to the actual net cost of materials and labor (including the premium for Workers' Compensation Insurance) plus agreed rental for equipment necessary for the extra work, to the sum of which may be added fifteen percent (15%) as compensation for all other items of expenses, including overhead, superintendent, use of small tools and other insurance.

The decision of the Park District as to whether extra work in fact has been performed shall be conclusive and binding upon both parties to this Contract.

30. CLEANING AND REPAIRS DURING CONSTRUCTION; WASTE MANAGEMENT

30.1 The structures and appurtenances to be built under this contract shall be kept clean during construction of the work. Immediately upon completion of a part of the contract or a portion of a structure the Contractor shall remove all dirt and rubbish from any section completed and shall make all repairs or do any finishing to the satisfaction of the Park District. In case such cleaning and repairs are not made promptly and satisfactorily, the Park District may omit such section or sections from the estimate of work done until such cleaning and repairs are made.

30.2 The Contractor shall provide and maintain all Danger/Caution Construction Area signs in and around the work area. The Contractor must take action to preserve any adjacent buildings or structures from any damage during the Project. Contractor must field verify the dimensions of the Project.

30.3 The Contractor shall supply trash dumpsters for the removal of trash, rubbish, and debris resulting from the Work. Proof of recycling or disposal is required. The Contractor will provide the Park District with a copy of the shipping papers or manifests for wastes disposed of or recycled from its properties. All wastes must be placed in containers and properly labeled for disposal. Contractor shall recycle where feasible.

31. REMOVAL OF TEMPORARY STRUCTURES

On or before completion of the work, the Contractor shall without charge therefor, tear down and remove all temporary buildings and other structures built by him for facilitating the carrying out of the work, and shall remove all surplus material and rubbish of all kinds from the grounds which he has occupied, and shall leave the site of work clean and in good condition.

32. DEFECTS

If during inspection and testing pursuant to Section 14 hereof, there shall appear any defect in the Work, materials, apparatus or workmanship of the Project or failure in the operation or performance of any part thereof or guarantees required hereunder due to the failure, neglect or refusal of the Contractor to comply with the terms and provisions of this Contract or the Specifications for the work, such defect or failure shall be repaired, restored, corrected or made good to the satisfaction of, and without cost to the Park District. All engineering, inspection, legal and other costs and expense to the Park District occasioned by or resulting from such defect or failure shall be paid for by the Contractor upon demand by the Park District.

33. REPAIRS BY OWNER

If within five (5) calendar days after notice from the Park District to the Contractor to do so, the Contractor fails to repair, restore, correct or make good any defect or failure referred to in the paragraph hereto entitled "DEFECTS", the Park District shall have the right to do so at the expense of the Contractor and any engineering, inspection, legal and other costs and expenses incurred by the Park District in so doing may be deducted from any money due the Contractor or otherwise collected at the option of the Park District.

34. ACCESS TO PUBLIC SERVICES

Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, fire alarms and police call boxes in the vicinity.

35. WATER AND UTILITIES

All water used in the work shall be clean and fresh and preferably from municipal or county mains, within the district served thereby.

Beyond the zone served by the municipal or county mains, the Contractor shall make all provisions necessary for supplying water of the required character and in ample volume to meet all the requirements of the Work.

The Contractor will supply electrical disconnects, if necessary. Electrical and other utilities including gas and water will be disconnected prior to commencement of the Project, if necessary.

The Contractor shall pay for all utility services he may require.

36. SANITARY REGULATIONS

Toilet accommodations shall be maintained in approved locations, properly screened from public observation and in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders, and shall take precautions against infectious diseases, and the spread of same, and shall maintain at all times satisfactory sanitary conditions on all parts of the Work. Housing and toilet accommodations shall be furnished and maintained at the Contractor's expense.

The Contractor shall vigorously prohibit the committing of nuisance upon the lands of the Metropolitan Park District or upon adjacent private property, and any employee of Contractor or any Subcontractor found guilty of violating these provisions shall be removed when so ordered.

37. LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades shown on the Plans or as given by the Park District. These lines and grades may be modified, as provided in the Contract. The Contractor will be required to furnish line and grade boards or stakes and to accurately preserve any and all lines, grades, etc., of the work until authorized to remove them.

Figured dimensions and elevations on the Plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Construction Manager and necessary corrections made. All notes on the Plans shall be followed.

38. CARE AND PROTECTION OF WORK

From the commencement of the Work and until its completion and final acceptance, the Contractor shall be solely responsible for the care and protection of equipment and materials intended to be used in the Work, and of completed work and work in progress, against damage from any cause. He shall take suitable precautions and provide adequate means at all times to accomplish these purposes.

39. TRAFFIC REGULATIONS

The Contractor will be required to conduct his work in such a way that street traffic will be interfered with as little as possible.

40. PUBLIC SERVICE STRUCTURES

Public service structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and other appurtenances, whether owned or controlled by the Park District or other public bodies or by privately owned corporations, used to supply the public with transportation, heating, electric, telephone, water, sewer or other services.

At least one week in advance of breaking ground, the Contractor shall notify the Park District, public bodies and other owners of such facilities of the proposed location of his operations, advising them that their property may be affected and that such measures as they may deem necessary should be promptly taken to protect, remove and/or rebuild them.

Three (3) conditions, which may be encountered, will be dealt with as follows:

A. Structures which are adjacent to but not included within the limits of excavation required for the performance of the Work shall be acceptably protected, supported and maintained by the Contractor at his expense.

B. Structures within the limits of the Work which can be satisfactorily supported and maintained in service and which do not require removal and rebuilding, shall be thus supported by the Contractor at his expense, including cost of repair of damage incidental to his operations.

C. Where it becomes necessary, in the judgment of the Park District, to remove and/or rebuild, or to relocate structures, within the limits of the work, the Contractor shall make all necessary arrangements with the Owner of the facilities affected for performing adjustments. All Work shall be done in a manner that properly protects the public and the Work. No separate payment shall be made for this work. All the costs shall be borne by the Contractor and included in his unit prices bid for the Work items involved.

Supports for water and gas mains, sewers, conduits and similar structures shall be constructed of timber or other acceptable material, shall be supported from undisturbed foundations and shall be sufficiently substantial to insure against settlement when the pipe trench is backfilled.

The Contractor shall assume full responsibility for maintaining service and shall support and protect, or remove and rebuild them at his own expense. Such services shall not be interrupted for more than two (2) hours without special permission.

41. MATERIALS AND SUBSTITUTIONS

Wherever possible, several makes of material and apparatus have been specified, any one of which will be acceptable to the Owner. The Bid shall be based on the use of any one of the makes specified. Whenever the term "approved", "approved equal" or "similar to" are used in this specification, the Successful Bidder shall make written application for the approval of the material or apparatus he prefers to use within two (2) weeks after signing the Contract, and before ordering any material requiring approval.

42. DEFENSE OF SUITS

In case any action at law or suit in equity may or shall be brought against the Metropolitan Park District or any of its officers or agents for, or on account of, the failure, omission, or neglect of the Contractor or his subcontractors, or their agents to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed by them or for the injury or damage caused by their negligence, or alleged negligence, the Contractor shall indemnify and save harmless the Owner, its officers and agents of and from all loss, cost, damage, expense, judgment or decrees whatever, arising out of such actions or suits as may or shall be brought as aforesaid.

43. SEQUENCE AND PROGRESS OF WORK

The Park District shall have the power to direct the order and sequence of the Work, which in general shall be such as to permit the entire work to proceed as rapidly as possible, and to bring the several parts of the Work to a successful completion at about the same time. If at any time before the commencement or during the progress of the Work the materials and equipment appear insufficient or improper for securing the quality of work or rate of progress required, the Contractor, if so ordered by the Park District, shall make necessary corrections, but the failure of the Park District to issue such order shall not release the Contractor from any of his obligations.

Any ordered modifications in the sequence or order of procedure, or of any materials or equipment, shall not entitle the Contractor to an extension of time or to extra compensation, unless specifically authorized in writing under the applicable provisions of the Contract.

Whenever the Contractor is compelled to suspend work on this Contract on account of winter weather, he shall provide and maintain such cinder or board walks and drives as are necessary to accommodate the public and the residents on the street until resumption of work. Should the Contractor fail to provide such conveniences within a reasonable time after suspension of the Work, the Park District will do so at the Contractor's expense.

44. SUBCONTRACTORS

Subcontractors shall conform to all of the provisions set forth in the contract to which their work applies and which relate thereto and must comply with all of the applicable requirements of this contract.

45. LAWN, SHRUBBERY AND TREES

The Contractor shall not injure, damage or destroy any lawn, shrubbery, trees or other vegetation in the vicinity of the proposed work, except as may be permitted by the Park District for the purpose of construction.

All trees and shrubs except those ordered to be removed shall be adequately protected by boxes or otherwise by the Contractor. No excavated material shall be placed so as to injure such trees and shrubs. Trees and shrubs destroyed by negligence of the Contractor or his employees shall be

replaced with new stock of similar size and age, at the proper season, and at the sole expense of the Contractor.

Beneath trees or other surface structures, where possible, sewers or other pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, and the trees or structures carefully supported and protected from damage.

Parkways shall be left in as good condition as before the commencement of the work. Where sod is removed it shall be carefully preserved and later replaced, or the area where sod has been removed shall be covered with a two inch (2") layer of good black dirt and seed with an approved grass mixture.

46. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor or his sureties of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor or his sureties shall remedy any defects in the work, and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

47. HOLD HARMLESS CLAUSE

The Contractor shall indemnify and save harmless the Owner from all suits and actions of every name and description brought against the Owner, or any officer of the Owner for or on account of any injury or damage to person or property arising from, or growing out of the construction of the Work, or the doing of any of the Work, and shall indemnify and save harmless the Owner from any and all suits and expense over and above the expense included in the contract price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof hereafter, and the Contractor shall defend, at its cost and expense, any and all suits and/or actions of every kind whatsoever, that may be brought against the Owner by reason of the use of said appliances or any of the part thereof.

48. LIMITATION ON LIABILITY

The Owner’s total liability under this Agreement will be limited to and shall not exceed the amount set forth in the Auditor’s or Treasurer’s certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

49. NO WAIVER OF RIGHTS

Neither the inspection by the Metropolitan Park District or any of its agents nor any order by the Owner for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the Owner, nor any extensions of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provisions of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Owner shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

50. FINAL CLEANING AND FINAL INSPECTION

Upon completion of the Work built under this contract or a part thereof, the Contractor shall thoroughly and systematically clean, and make further needed repairs to the structures. He shall at his own expense remove and properly dispose of all water, dirt, rubbish, bulkheads, and/or any other foreign substances. Any defects of any nature whatsoever shall be promptly corrected by the Contractor at his own expense. Final cleaning and repairing shall be so arranged as to be completed upon completion of the Work.

When the Contractor has finally cleaned and repaired the whole, or any portion of the Work, he shall notify the Owner in writing that he is ready for a final inspection and the Park District will thereupon inspect the Work.

In no case will the final statement described in Section 55 be prepared until the Contractor has complied with all the requirements set forth and the Park District has made its final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

51. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the [20th day of the calendar month following] the rendition of such services; (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the [20th day of the calendar month following that in which] such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which materials, tools and equipment are incorporated or used; and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the Work performed by his subcontractors, to the extent of each subcontractor's interest therein.

The requirements of (b) and/or (c) of this paragraph may be waved or modified by the Park District for good cause shown by the Contractor and on terms and conditions approved by the Park District.

In addition to any and all other rights by this contract granted to or reserved by the Park District, if the Contractor shall at any time have failed, neglected or refused without just cause to pay for materials and labor furnished or services rendered to the Contractor included in any previous estimate paid by the Park District, the Park District may require the Contractor to pay or provide for the payment thereof prior to the payment of any estimate submitted for payment in accordance with the provisions of the paragraph herein entitled "PARTIAL PAYMENTS."

52. PAYMENTS

In consideration of the faithful and satisfactory performance by the Contractor of all the conditions, provisions, and covenants of this Contract and the specifications, the Park District shall pay, and the Contractor shall receive the prices stipulated in the Proposal as full compensation for everything furnished or done by the Contractor under this Contract.

53. PARTIAL PAYMENTS

The Park District will make a partial payment to the Contractor on the basis of a duly certified and approved estimate, in form and substance acceptable to the Park District, prepared and filed by the Contractor at the end of the preceding month and processed by the Park District, of the Work performed on the Project during the

preceding month under this Contract, but to insure the proper performance of this Contract, the Park District will retain amounts due on these estimates as follows:

A. Ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Park District shall be paid until the Project is fifty percent (50%) complete as evidenced by estimates amounting to fifty percent (50%) of the total contract price.

B. All work performed after the Project is fifty percent (50%) complete will be paid for at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Park District.

C. The Owner shall file and deliver certified true copies of estimates to [the public body or individual designated by the public body to perform the audit function.]

D. BEFORE PAYMENT OF ANY ESTIMATE IS MADE, THE CONTRACTOR SHALL CERTIFY UNDER OATH:

1. The names and addresses of all subcontractors furnishing labor, materials or services and of all persons furnishing material included in such estimate.

2. That all bills for material and labor included in the preceding estimates have been paid in full or a satisfactory explanation of any failure to do so, and

3. That all bills for material and labor included in such estimate have been or will be paid from the proceeds thereof.

54. PARK DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the payment to be retained by the Park District, under the preceding provisions of these General Conditions, the Park District may withhold a sufficient amount of any payment otherwise due to the Contractor to cover (a) payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work under this contract; (b) for defective work not remedied and (c) failure of the Contractor to make proper payments to his subcontractors.

The Park District shall disburse, and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party who is entitled to payment therefrom. The Contractor shall have no claim to any funds so disbursed, and such funds shall be credited against the amount owed to the Contractor. The Park District will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

55. FINAL PAYMENT

Following final inspection of the work, as provided in the paragraph entitled "FINAL CLEANING AND FINAL INSPECTION," and acceptance of the Work by the Park District as Finally Completed, remaining funds shall be paid to the Contractor within thirty (30) days of either acceptance or occupancy by the Park District.

A final statement of the Work done under the Contract and the value thereof shall be prepared by the Contractor and approved by the Park District. Unless this final statement shall be found

incorrect by the Park District, the Park District shall pay the Contractor the entire amount due under this Contract. All prior estimates and payments shall be subject to correction in the final statement and payment, but in the absence of error or manifest mistakes, it is agreed that any estimate on the certificate of the Director, when approved by the Park District, shall be conclusive of the work done and materials furnished as shown therein. Before the final payment is made, the Contractor must satisfy the Park District that all claims for labor and materials employed on or used in the performance of this Contract have been paid and discharged by completing a Waiver of Lien.

The Prevailing Wage Rate Affidavit for Contractor and Sub-contractor shall be submitted on the form provided.

The provisions of the paragraphs hereof entitled "DEFECTS" and "REPAIRS BY OWNER" shall apply to any defect in the work, materials, apparatus or workmanship of the Project or failure in the operation or performance of any part thereof or guarantees required hereunder determined by the Park District to have occurred, developed, or appeared prior to final acceptance of the Work.

56. FINAL PAYMENT TO RELEASE OWNER

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Park District of all claims and liability to the Contractor for all things done or performed or relating to the work, and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or his sureties from any obligation upon or under this Contract or the Performance and Labor/Materials Bonds.

57. INSURANCE

The Contractor shall procure and maintain during the life of this Contract the types and amounts of insurance hereinafter described. The Contractor shall provide satisfactory proof of the required insurance coverage by providing to the Park District a copy of the policies or certificates of insurance before the Work is commenced.

A. Workers' Compensation Insurance

(i) The Contractor shall take out and maintain throughout the life of this Contract, workers' compensation insurance for all of his employees at the site of the Work. Contractor shall require all subcontractors to provide Workers' Compensation insurance for all their employees unless such employees are covered by the protection afforded by the Contractor. Copies of all insurance certificates shall be submitted to the Owner prior to the start of construction.

(ii) Contractor certifies that within the past nine months he/she has paid all contributions or made all payments in lieu of contributions as required by Ohio law for workers' compensation and unemployment compensation. He/she has not engaged any workers, as independent contractors, for whom workers' compensation and/or unemployment compensation contributions or payments in lieu of contributions are required to have been made.

B. Public Liability, Property Damage and Automobile Insurance

(i) General – Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall insure the Contractor and the Owner against liability for damages because of bodily injury, sickness, or disease, including death resulting therefrom, or injury to or destruction of property, caused by or arising out of operations under this

contract, whether such operations are carried on by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them; and the Contractor shall also take out and maintain, or shall cause each subcontractor performing or engaging to perform, work covered by this contract to take out and maintain, similar public liability and property damage insurance insuring such subcontractor, the Contractor, and the Owner against legal liability for any such damages caused by or arising out of the operation of such subcontractor or caused by anyone directly or indirectly employed by such subcontractor. Each such policy of insurance shall be in form and in companies satisfactory to and approved by the Owner. Each such policy shall provide coverage for the contractual liability assumed under the Hold Harmless Clause as set forth in this contract, and shall also provide coverage for the hazards described in this section.

Coverage under this section shall be as follows:

Bodily Injury: $1,000,000 each person; $3,000,000 aggregate
Property Damage: $1,000,000 each occurrence; $3,000,000 aggregate
Automobile Liability: Bodily Injury - $1,000,000 each person; $1,000,000 each accident; property damage - $1,000,000 each occurrence
Umbrella Excess Liability: $3,000,000 over primary coverage; $10,000 retention

(ii) Public Liability Insurance - Contractor shall provide to Owner a copy of the insurance policies described above upon execution of this Contract, and upon any change or renewal thereof. The Contractor hereby agrees to indemnify the Park District for all claims arising solely from negligent acts, errors or omissions of the Contractor in the performance of the services under this agreement and names the Park District as an additional insured on the Contractor's insurance. All policies provided hereunder shall require the insurer to provide to the Park District a notice of cancellation of insurance no less than 30 days prior to cancellation. The Contractor agrees to supply the Park District with builders risk insurance or an installation floater for any new construction or renovations.

(iii) All Risk Builders Risk Insurance/Installation Floater (when applicable): The Contractor shall also take out and maintain during the life of this contract an All Risk Builders Risk Insurance/Installation Floater. Such insurance shall be in an amount which may vary with the extent of the Work completed but shall, at all times, be at least equal to the amount theretofore paid by the Owner on account of work and materials plus the value of work and materials furnished or delivered, by the Contractor but not paid for by the Owner. Each such policy shall be issued in the names of the Park District and the Contractor as joint insureds, and shall remain in full force and effect until unconditional acceptance of the Project by the Park District.

58. WAGE RATES

The Contractor shall pay wages to his employees at rates not less than those specified hereinafter for the various classifications of workmen. The Contractor shall be responsible for the compliance of all subcontractors with said wage rates.

Section 4115 of the Ohio Revised Code requires that any contractor or subcontractor involved in a public works project shall pay to their employees a rate of wage which shall not be less than the rate of wage which has been determined by the State of Ohio Department of Industrial Relations when the project cost exceeds $75,000.00 for re-construction projects and $250,000.00 for new construction, as the same may be adjusted per ORC Section 4115.03.

Every contractor and subcontractor who is subject to Chapter 4115 of the Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of the contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and a supplemental report for each month thereafter which shall exhibit for each employee paid wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be more than four months from the beginning of performance by the Contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the Contractor or subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

Contractors or subcontractors who have not established a plan by a labor agreement or otherwise shall pay fringe benefit payments directly to their employees when they are required to pay the prevailing wage.

A. Contractor or subcontractor who contracts a public improvement for the Park District is not subject to section 4115 Ohio Revised Code if this contract is for a stipulated lump sum for the project when there is no hourly rate of pay.

59. PRE-CONSTRUCTION MEETING

As soon as possible after the award of the contract, and before construction is initiated, a meeting between the Owner and the Contractor shall be scheduled to discuss the current site conditions, work schedule, bid documents, subcontractors, necessary permits, hourly wage rates, and affirmative action policy.

60. PROJECT LABOR AGREEMENT

Within 14 days after the award of the contract, and before construction is initiated, the Contractor shall meet with the Northwestern Ohio Building Construction and Trades Council for the purpose of conducting a pre-job meeting and executing a Project Labor Agreement substantially similar to Exhibit A attached. All subcontractors shall be included as parties to the Project Labor Agreement, and must sign the Project Labor Agreement before beginning any work on the Project.

61. INTERFERENCE WITH OTHER WORK

The Contractor will be required to inform himself fully of any other work being carried on by other contractors, utility companies and the Metropolitan Park District, at or near the Project site, and shall take precautions and plan his work in such a manner that the least possible interruption or interference of other work will result.

62. PARK VISITORS

The Contractor shall plan, schedule and perform all work under the contract in such a manner as to assure minimum interference with visitors' movement within the vicinity of construction.

63. SAFETY

The Contractor shall take whatever precautions are necessary to protect park visitors from harm. Proper barricades, lighting, signs, or other apparatus will be utilized as necessary.

64. COMPLIANCE AND ENFORCEMENT OF REGULATIONS

A. It is the responsibility of the Contractor to monitor the enforcement of all local, state and federal regulations, including OSHA. The Contractor is responsible for the enforcement of said regulations. The Contractor must provide proper safety precautions, atmosphere, working conditions, etc., in accordance with all controlling regulations, for all workers and required inspections by all personnel employed by the Contractor, the Owner, any engineer on the Project and inspectors of controlling agencies. The Contractor shall supply the Park District with the name of his/her OSHA Compliance Officer. The Contractor may also be required to supply the Park District with workers' compensation reports for the previous three years.

B. The Contractor will be responsible for notifying the Ohio Utilities Protection Service and the Ohio Environmental Protection Agency prior to any digging or demolition of structures.

C. The Contractor shall ascertain that all completed installations comply with state laws, local ordinances and regulations relating to the performance of the work and the protection of adjacent property.

65. SUBCONTRACTORS

No subcontracting shall be allowed without prior written approval by the Owner.

66. DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Metroparks Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from Metroparks in the form of an Administrative Claim.

Disputes and Claims
Disputes include disagreements, matters in question, and differences of opinion between Metroparks personnel and the Contractor. Claims are disputes that are not settled through steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims subject to review by Metroparks include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders authorized by Metroparks' Board of Park Commissioners, and orders by Metroparks personnel having authority over the Project, provided that such orders have been authorized in accordance with Ohio law.

2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.20.B.

3. Cost and time incurred by:
a. Suspension of work pursuant to ODOT Spec. 104.02.C.
b. Significant changes in character of work pursuant to ODOT Spec. 104.02.D.
c. Utility interference with work pursuant to ODOT Spec. 105.07 and utility notes.
d. Extra work ordered pursuant to ODOT Spec. 104.02.F. and the policy on Change Orders.
e. Acts or inaction of Metroparks or other government agencies.

4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.

5. Other subjects mutually agreed upon by Metroparks and the Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process
The Contractor must exhaust the Metroparks Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Lucas County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate court located in Lucas County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Metropark personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Metropark personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to follow a claim.

Continuation of Work:
The Contractor shall continue with all work, including that which is in dispute. Metroparks will continue to pay for work pursuant to the terms of this Contract.

Tier 1 (On-Site Determination):
The Construction Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Tier 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Tier 2.

Tier 2 (Dispute Resolution Committee):
Within seven (7) calendar days of receipt of the Tier 1 decision, the Contractor must submit a written request for a Tier 2 meeting to Lucas County Engineer's Chief Deputy Engineer. The Chief Deputy Engineer will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Tier 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Chief Deputy Engineer.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.

3. The Dispute Documentation shall be an original document that clearly, and in detail, gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other Contract Documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost of supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documentation.

Metroparks shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Tier 2 level. The DRC must include the Lucas County Engineer and the Lucas County Engineer's Administrative Deputy.

To prepare for the DRC meeting, the Chief Deputy Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise Metroparks on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Tier 3.

Tier 3
If not resolved, go through the proper legal proceedings through the appropriate court located in Lucas County, Ohio.

67. NON-DISCRIMINATION – *CONTRACTOR AGREES:*

67.1 That in the hiring of employees for the performance of Work under this Contract or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizens of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

67.2 That neither the Contractor, any subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, sex, handicap or color.

67.3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Contract a forfeiture of Twenty-five Dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

67.4 That this Contract may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

68. RIGHT TO AUDIT
The Park District, the State Auditor or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor for the purpose of audit, examination, excerpts and transcriptions.

69. DRUG-FREE WORKPLACE
Contractor must comply with the drug-free workplace requirements of Ohio Revised Code Section 153.03, and cause all of its subcontractors to comply with said requirements.

70. NOTICE OF COMMENCEMENT
Contractor shall assist Owner with the preparation of a notice of commencement for the Project.

71. LIQUIDATED DAMAGES.
If the Contractor has not completed the Work by the Date for Substantial Completion, the Contractor shall pay the Owner (and/or the Owner may setoff from sums coming due the Contractor) liquidated damages in the per diem amounts set forth in Exhibit A attached hereto. In addition to the Owner's right to liquidated damages, the Contractor shall indemnify, defend, and hold the owner and its employees, officers, directors and trustees harmless from any delay, acceleration, loss of productivity, or other claims relating to or resulting from delays caused by the Contractor and from all costs and expenses incurred as a result of such claims, including, but not limited to, attorneys' and consultants' fees.

The Contractor acknowledges that such amounts of liquidated damages represent a reasonable estimate of the actual damages that the Owner would incur if the Work is not substantially complete by the Date of Substantial Completion. The foregoing liquidated damages represent the loss of or interference with the intended use of the project for which the Work is being performed.

EXHIBIT A
LIQUIDATED DAMAGES

Liquidated damages shall be $250.00 per day.

SPECIAL CONDITIONS

1. PROJECT LOCATION

The work specified herein will be located at:

- Howard Marsh Metropark, 611 S. Howard Rd., Curtice, OH 43412
- Toledo Botanical Gardens, 5403 Elmer Dr., Toledo, OH 43615
- Pearson Metropark, 761 S. Lallendorf Rd., Oregon, OH 43616
- Side Cut Metropark, 1025 W. River Rd., Maumee, OH 43537
- Wildwood Preserve Metropark, 5100 W. Central Ave., Toledo, OH 43615

2. UNDERGROUND UTILITIES

Before work is initiated, the contractor shall call Ohio Utilities Protection Service at 1-800-362-2764.

3. BIDS DUE

Bids for this project shall be received by 12:00 p.m., local time on Friday, August 20, 2021, Fallen Timbers Field Office, 6101 Fallen Timbers Lane, Maumee, Ohio 43537.

4. INFORMATION

For additional information, please contact Jon Zvanovec @ 419-360-9184, jon.zvanovec@metroparkstoledo.com.

5. WORK INCLUDED IN CONTRACT

Work consists of asphalt resurfacing of select lots and drives within five Metroparks Toledo locations in Lucas County. General construction includes pavement repairs, pavement planing, asphalt paving, chip sealing, curb, berm, pavement marking, and topsoil, seed & mulch (the "Project"). All work shall be as described by the contract drawings and project manual.

6. UNIT PRICE DESCRIPTION

Unit prices are submitted as basis of payment for ODOT pay items related to this OPRA / ODOT funded work. The unit price shall be complete including all labor, materials, necessary tools, expendable equipment, insurance, utilities, transportation, and other services necessary to perform the work required for completion of said construction.

SPECIAL CONDITIONS – *continued*

7. WASTE MANAGEMENT

The contractor shall supply trash dumpsters for the removal of trash, rubbish, and debris resulting from the work of the contract. Contractors should recycle where feasible. Proof of recycling or disposal is required for work at each property. Please provide the Metroparks with a copy of the shipping papers or manifests for wastes disposed of or recycled from its properties. All wastes must be placed in containers and properly labeled for disposal.

Contractor shall provide and maintain all Danger/Caution Construction Area signs in and around the work area. The contractor must take action to preserve any adjacent buildings or structures from any damage during the project. Contractors must field verify the dimensions of the project.

8. WORK NOT INCLUDED IN CONTRACT

Work relating to disturbance of existing hazardous materials, such as asbestos, PCB, etc., is not within the scope of this work. If contractor encounters materials known or suspected to contain a hazardous product, they shall advise the owner of the findings for determination of proper disposition. Any such hazardous materials shall not be incorporated in this work.

10. PERMITS

The Contractor shall obtain and pay for all permits and licenses, including permits to demolish and build, and give all necessary legal notices, and pay all fees required for the work. The Contractor shall provide copies of permits to the Owner prior to commencing work and demoing of buildings. Confer with the Owner prior to applying for permits as permitting is often initiated early by the Owner/Architect.

11. COMPLETION DATE

Date for Substantial Completion. Each successful bidder shall have its work on the project substantially completed (as "Substantial Completion" is defined in the Contract Documents) by **June 30, 2022** (the "Date for Substantial Completion"). The Date for Substantial Completion may be extended only by Change Order or other modification signed by the Park District. By submitting its bid, the bidder agrees that the period for performing the work is reasonable.

The term "SUBSTANTIAL COMPLETION" – shall mean when the work is sufficiently complete in accordance with the Contract Documents to allow the Owner to occupy or utilize the work for its intended use without further disruption, as determined by the Park District's inspection.

Liquidated damages shall be $250.00 per day.

12. SEQUENCING AND WORK SCHEDULE

The construction window available for this project is between the dates of September, 2021 through June 30, 2022.

SPECIAL CONDITIONS – *continued*

13. REVIEW OF FACILITIES

Bidders are encouraged to visit the project site so they may see the scope of work and the site conditions that should be considered in submitting bids.

14. MANUFACTURER WARRANTY

All construction on the project shall conform to the building material manufacturer & architect's suggested details & methods of installation and result in the full manufacturer warranty available for each building material. The contractor shall furnish the owner with the appropriate warranty's, signed & executed in writing, originating from the building material manufacturer.

15. ALTERNATES TO THE BASE BID

If applicable, each bidder shall submit with his bid, on the forms provided, alternate proposals stating the difference in price (additions or deductions) from the lump sum bid for substitutions omitting or changing the following materials of construction from that shown on the drawings and specified. The difference in price shall include all omissions, additions, and adjustments as may be necessary because of each change, substitution or omission.

PREVAILING WAGE RATE PACKET – *Appendix A*

53 Page Prevailing Wage Rates Packet Attached…

Prevailing Wage Determination Cover Letter

County: LUCAS
Determination Date: 07/27/2021
Expiration Date: 10/27/2021

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

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

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

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

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

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

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

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

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

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

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

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

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

Ohio | Department of Commerce

Division of Industrial Compliance

Important Notice
Prevailing Wage Threshold Levels

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for *Building* Construction:	**$250,000**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for *Building* Construction:	**$75,000**

As of January 1, 2020:

"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$93,292**
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to:	**$27,950**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor. If so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

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Department of Commerce
Division of Industrial Compliance

Bureau of Wage and Hour Administration
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John R. Kasich, Governor
Andre T. Porter, Director

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $250,000 for new construction or $75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $25,261 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger\journals and canceled checks\check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.
4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
   (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
   (a) Be specific about the laborers and/or operators (Group)
   (b) For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.

(a) The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.
   (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
   (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
   (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
   (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
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Andre T. Porter, Director

Affidavit Of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____
(Company Name)

for all hours worked on the

_____
(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

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

_____
(Signature of Officer or Agent)

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

_____ (Notary Public)

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

LAW1003

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:	Job Number:
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		**TOTAL HOURLY FRINGES**	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

CERTIFIED PAYROLL REPORT

Employer Name & Address	Name of General / Prime Contractor	Project Name & Location	Contracting Public Authority
Check if subcontractor ☐	Week Ending	Payroll # Page_____Of_____	Project Number

1. Employee Name, Address and Social Security Number	2. Work Class		3. Hours Worked - Day & Date							4. Project Total Hrs.	5. Base Rate	6. Project Gross	7. Fringes: Cash ☐ Approved Plans ☐ Cash & Approved Plans ☐					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
													H&W	Pens	Vac	App	Other					
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		ST																				
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Date_____My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____ Signature _____

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207 MI

Change # : LCN01-2018fbLoc207MI

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	$28.00	$7.25	$6.40	$0.55	$0.00	$0.00	$0.10	$0.00	$0.00	$42.30	$56.30
Trainee	$19.00	$7.25	$3.87	$0.55	$0.00	$0.00	$0.10	$0.00	$0.00	$30.77	$40.27

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

Ratio :

2 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ERIE*, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PUTNAM, SANDUSKY, SENECA, WOOD, WYANDOT

Special Jurisdictional Note : Erie: City limits of Sandusky, Groton, Margaretta, Oxford and Perkins Township.

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 45 Heat & Frost Insulators

Change # : LCN01-2020fbLoc45

Craft : Asbestos Worker Effective Date : 07/30/2020 Last Posted : 07/30/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$32.34		$14.65	$7.60	$0.54	$0.00	$6.33	$0.00	$0.00	$0.00	$61.46	$77.63
Apprentice	**Percent**											
1st Year 1st Period	55.00	$17.79	$10.42	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$35.72	$44.61
1st Year 2nd Period	55.00	$17.79	$10.42	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$35.72	$44.61
2nd Year 3rd Period	60.00	$19.40	$11.83	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$38.74	$48.45
2nd Year 4th Period	65.00	$21.02	$11.83	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$40.36	$50.87
3rd Year 5th Period	70.00	$22.64	$11.83	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$41.98	$53.30
3rd Year 6th Period	75.00	$24.26	$11.83	$3.80	$0.54	$0.00	$3.17	$0.00	$0.00	$0.00	$43.60	$55.72
4th Year 7th Period	80.00	$25.87	$13.24	$5.70	$0.54	$0.00	$4.75	$0.00	$0.00	$0.00	$50.10	$63.04
4th Year 8th Period	85.00	$27.49	$13.24	$5.70	$0.54	$0.00	$4.75	$0.00	$0.00	$0.00	$51.72	$65.46
5th Year 9th Period	90.00	$29.11	$13.24	$5.70	$0.54	$0.00	$4.75	$0.00	$0.00	$0.00	$53.34	$67.89
5th Year 10th Period	95.00	$30.72	$13.24	$5.70	$0.54	$0.00	$4.75	$0.00	$0.00	$0.00	$54.95	$70.31

Special Calculation Note :

Ratio :

4 Journeymen to 1 Apprentice
1 Journeymen to 1 Apprentice Job Specific

Jurisdiction (* denotes special jurisdictional note) :
ERIE*, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PUTNAM, SANDUSKY, SENECA, WOOD, WYANDOT

Special Jurisdictional Note : In Erie County (covered by the city limits of Sandusky, Ohio) the following townships are included: (Groton, Margaretta, Oxford and Perkins)

Details :
The removal of all insulation materials whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers.

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 85

Change # : LCN01-2012kpLoc85

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	$31.01		$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$54.19	$69.69
Apprentice	Percent											
1st 6 months	70.00	$21.71	$6.97	$0.25	$0.35	$0.00	$0.25	$2.09	$0.00	$0.00	$31.62	$42.47
2nd 6 months	72.50	$22.48	$6.97	$0.25	$0.35	$0.00	$0.25	$2.09	$0.00	$0.00	$32.39	$43.63
3rd 6 months	75.00	$23.26	$6.97	$0.25	$0.35	$0.00	$0.25	$2.09	$0.00	$0.00	$33.17	$44.80
4th 6 months	77.50	$24.03	$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$47.21	$59.23
5th 6 months	80.00	$24.81	$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$47.99	$60.39
6th 6 months	85.00	$26.36	$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$49.54	$62.72
7th 6 months	90.00	$27.91	$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$51.09	$65.04
8th 6 months	95.00	$29.46	$6.97	$10.77	$0.35	$0.00	$3.00	$2.09	$0.00	$0.00	$52.64	$67.37

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

Ratio :
5 Journeymen to 1 Apprentice
10 Journeymen to 2 Apprentice
15 Journeymen to 3 Apprentice

Helpers will be referred in the event that apprentices are NOT available.

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, ASHLAND, AUGLAIZE, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, KNOX, LOGAN, LUCAS, MARION, MERCER, MORROW, OTTAWA, PAULDING, PUTNAM, RICHLAND, SANDUSKY, SENECA, SHELBY, UNION, VAN WERT, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 3 Tile Setters & Finishers

Change # : LCN01-2021fbLoc3

Craft : Bricklayer Effective Date : 07/01/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	$32.00		$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$50.04	$66.04
Terrazzo Worker	$32.00		$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$50.04	$66.04
Mosaic Worker	$32.00		$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$50.04	$66.04
Apprentice	Percent											
1st 6 months	60.00	$19.20	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$37.24	$46.84
2nd 6 months	65.00	$20.80	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$38.84	$49.24
3rd 6 months	70.00	$22.40	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$40.44	$51.64
4th 6 months	75.00	$24.00	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$42.04	$54.04
5th 6 months	80.00	$25.60	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$43.64	$56.44
6th 6 months	85.00	$27.20	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$45.24	$58.84
7th 6 months	90.00	$28.80	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$46.84	$61.24
8th 6 months	95.00	$30.40	$8.10	$9.24	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$48.44	$63.64
1st Year Tile Assistant Finisher	57.13	$18.28	$8.09	$2.61	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$29.68	$38.82
2nd Year Tile Assistant Finisher	73.49	$23.52	$8.09	$2.61	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$34.92	$46.68
3rd Year Tile Assistant Finisher	89.83	$28.75	$8.09	$2.61	$0.70	$0.00	$0.00	$0.00	$0.00	$0.00	$40.15	$54.52

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Boatswain Chair and Swing Stage shall be one dollar ($1.00) above journeyman rate.
Radial Smoke Stack shall be fifty cents ($.50) above journeyman rate.

Ratio :
3 Journeyman to 1 Apprentice
8 Journeyman to 2 Apprentices
13 Journeyman to 3 Apprentices
18 Journeyman to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HENRY, LUCAS, PAULDING, PUTNAM, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 3 Zone 1

Change # : LCN01-2021fbLoc3

Craft : Bricklayer Effective Date : 07/01/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$32.79		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$54.74	$71.14
Stone Mason	$32.79		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$54.74	$71.14
Pointer Caulker Cleaner	$32.79		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$54.74	$71.14
Refractory Worker	$32.79		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$54.74	$71.14
Apprentice Indentured AFTER 02/01/2019												
1st 6 months	$19.67		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$41.62	$51.46
2nd 6 Months	$21.31		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$43.26	$53.92
3rd 6 Months	$22.95		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$44.90	$56.37
4th 6 Months	$24.59		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$46.54	$58.84
5th 6 Months	$26.23		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$48.18	$61.29
6th 6 Months	$27.87		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$49.82	$63.76
7th 6 Months	$29.51		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$51.46	$66.21
8th 6 Months	$31.15		$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$53.10	$68.67
Apprentice Indentured Before 02/01/2019	**Percent**											
1st 6 months	50.00	$16.39	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$38.35	$46.54
2nd 6 months	55.00	$18.03	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$39.98	$49.00
3rd 6 months	60.00	$19.67	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$41.62	$51.46
4th 6 months	70.00	$22.95	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$44.90	$56.38
5th 6 months	75.00	$24.59	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$46.54	$58.84
6th 6 months	80.00	$26.23	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$48.18	$61.30
7th 6 months	90.00	$29.51	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$51.46	$66.22
8th 6 months	95.00	$31.15	$8.55	$11.90	$0.75	$0.00	$0.75	$0.00	$0.00	$0.00	$53.10	$68.68
Mason Trainee 1st 90 Days	45.00	$14.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.76	$22.13
Mason Trainee 91 to 365 Days	45.00	$14.76	$8.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.31	$30.68
Mason Trainee 2nd Year	50.00	$16.39	$8.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.94	$33.14

Special Calculation Note :

Ratio :
1 Journeyman to 1 Apprentice
2-6 Journeyman to 2 Apprentices
7-12 Journeyman to 3 Apprentices
13-18 Journeyman to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :
FULTON, HENRY, LUCAS, WOOD*

MASON TRAINEE
1 Apprentice permits 1 Mason Trainee

2 Apprentices permits 1 Mason Trainee

3 Apprentices permits 2 Mason Trainee

4 Apprentices permits 2 Mason Trainee

Special Jurisdictional Note : In Wood County the following townships are included: (Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson and Grand Rapids).

Details :
BAT Registered Apprentices must be employed prior to hiring Mason Finisher (s).
IMPROVERS ARE IN AN APPROVED APPRENTICESHIP PROGRAM. Under no condition may a Mason Finisher work on a job site unless a registered apprentice is on the job site.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 46

Change # : LCN01-2021fbLoc46

Craft : Bricklayer Cement Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Cement Mason	$32.77		$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$54.61	$70.99
Plaster	$32.77		$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$54.61	$70.99
Cement Mason Verticle Slip Work from base of 50 ft	$34.27		$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$56.11	$73.24
Cement Mason Verticle Slip work ABOVE 50 ft	$49.16		$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$71.00	$95.58
Masonry Maintenance Specialist	$16.39		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.39	$24.58
Apprentice	Percent											
1st year	60.00	$19.66	$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$41.50	$51.33
2nd year	70.00	$22.94	$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$44.78	$56.25
3rd year	80.00	$26.22	$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$48.06	$61.16
4th year	92.00	$30.15	$9.50	$11.29	$0.75	$0.00	$0.30	$0.00	$0.00	$0.00	$51.99	$67.06
MASON TRAINEE												
1-90 Days	45.00	$14.75	$0.00	$0.00	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$15.05	$22.42
91-365 DAYS	45.00	$14.75	$9.50	$0.00	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$24.55	$31.92
2nd Year	50.00	$16.39	$9.50	$0.00	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$26.19	$34.38

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :
1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentice
5-6 Journeyman to 2 Apprentice
6-10 Journeyman to 3 Apprentice
Apprentice must be hired prior to hiring Mason Trainees

Mason Trainee Ratio

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee.

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, ERIE*, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY*, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note : The Islands of Lake Erie north of Sandusky.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Floorlayer Zone I

Change # : LCN01-2021fbZone I

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	$30.03		$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$54.66	$69.67
Apprentice	Percent											
1st 3 Month Period	60.00	$18.02	$7.68	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$26.22	$35.23
2nd 3 Month Period	60.00	$18.02	$7.68	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$26.22	$35.23
2rd 6th Month Period	60.00	$18.02	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$42.65	$51.66
3th 6th Month Period	65.00	$19.52	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$44.15	$53.91
4th 6 Month Period	75.00	$22.52	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$47.15	$58.41
5th 6th Month Period	80.00	$24.02	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$48.65	$60.67
6th 6th Month Period	85.00	$25.53	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$50.16	$62.92
7th 6th Month Period	90.00	$27.03	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$51.66	$65.17
8th 6th month Period	95.00	$28.53	$7.68	$12.13	$0.52	$0.00	$4.30	$0.00	$0.00	$0.00	$53.16	$67.42

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

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
FULTON, HANCOCK, LUCAS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright & Pile Driver Zone 1

Change # : LCN01-2021fbLocZone 1

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright Pile Driver	$32.46		$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$58.51	$74.74
Apprentice	Percent											
1st 6 months	60.00	$19.48	$7.72	$0.00	$0.63	$0.00	$0.00	$0.00	$0.00	$0.00	$27.83	$37.56
2nd 6 months	60.00	$19.48	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$45.53	$55.26
3rd 6 months	70.00	$22.72	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$48.77	$60.13
4th 6 months	75.00	$24.34	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$50.39	$62.57
5th 6 months	80.00	$25.97	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$52.02	$65.00
6th 6 months	85.00	$27.59	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$53.64	$67.44
7th 6 months	90.00	$29.21	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$55.26	$69.87
8th 6 months	95.00	$30.84	$7.72	$12.15	$0.63	$0.00	$5.55	$0.00	$0.00	$0.00	$56.89	$72.31

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

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$19.70		$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$25.90	$35.75
Trainee	Percent											
1st Year	60.00	$11.82	$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$18.02	$23.93
2nd Year	80.20	$15.80	$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$22.00	$29.90

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

Ratio :
1 Journeymen to 1 Trainee

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

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

Details :
10/27/10 New Contract jc

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter NW District Overhead Door

Change # : CN02-2007LocNW248

Craft : Carpenter Effective Date : 09/06/2007 Last Posted : 09/06/2007

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Carpenter Mechanic	$20.00	$0.00	$1.00	$0.20	$0.00	$0.00	$0.00			$21.20	$31.20
Intermediate Mechanic Level 2	$15.85	$0.00	$0.00	$0.20	$0.00	$0.00	$0.00			$16.05	$23.97
Mechanic Level 1	$12.00	$0.00	$0.00	$0.20	$0.00	$0.00	$0.00			$12.20	$18.20

Special Calculation Note : Fully paid reasonable & customary comprehensive medical/surgical insurance shall be provided for employee,spouse and dependent children by employer.

Ratio :
1 Journeymen Mechanic to 1 Mechanic Level 1
or Intermediate Mechanic Level 2

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, AUGLAIZE, CRAWFORD, DEFIANCE, FULTON, HANCOCK, HARDIN, HENRY, LUCAS, MERCER, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
All work related to the repair, transportation, installation and servicing of doors and gates of any type: and repair, transportation and servicing of any and all items related to doors and gates: and the preparation of any openings, passageways and/or access where a door and/or gate will be installed.
Including but not limited to: Upward acting doors, horizontally sliding doors, rapid roll fabric doors, overhead chain gates, sliding grills, air doors, fire doors and any other doors/or gates which are used to gain access to or prevent access to any area, enclosed or otherwise and Dock Levers. Also any devices and/or items used to operate, open or close doors.

Journeyman Mechanic - an individual that has adequately demonstrated his knowledge and proficiency at all parts of the trade, who has 3 years documented experience at that trade, or who has been certified by a bona fide apprenticeship program, registered with the US Dept of Labor/Bureau of Apprenticeship.

Intermediate Mechanic Level 2- an employee who has performed work as a junior mechanic at least 3 years.

Mechanic Level 1- the employer may hire persons who are not journeypersons. These employees will start at 60% of the journeypersons wage rate and the employer is not required to pay fringe benefits, until the Mechanic becomes a Journeyman Mechanic.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Zone I

Change # : LCN01-2021fbZone I

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$30.28		$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$54.85	$69.99
Apprentice	Percent											
1st 6 Months	60.00	$18.17	$7.70	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00	$26.45	$35.53
2nd 6 Months	60.00	$18.17	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$42.74	$51.82
3rd 6 Months	65.00	$19.68	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$44.25	$54.09
4th 6 Months	75.00	$22.71	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$47.28	$58.64
5th 6 Months	80.00	$24.22	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$48.79	$60.91
6th 6 Months	85.00	$25.74	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$50.31	$63.18
7th 6 Months	90.00	$27.25	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$51.82	$65.45
8th 6 Months	95.00	$28.77	$7.70	$11.53	$0.58	$0.00	$4.76	$0.00	$0.00	$0.00	$53.34	$67.72

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

Ratio :
3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
LUCAS, WOOD

Special Jurisdictional Note :

Details :
Special Work Rates:
40-100 foot free fall - $ .50 per hour above scale
Over 100 foot free fall - $1.00 per hour above scale

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$30.40		$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$47.95	$63.15
Apprentice	Percent											
1st year	50.00	$15.20	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.75	$40.35
2nd year	70.00	$21.28	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.83	$49.47
3rd year	90.00	$27.36	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$44.91	$58.59

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

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

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

Special Jurisdictional Note :

Details :
(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$31.39		$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$48.95	$64.64
Apprentice	Percent											
1st year	50.00	$15.70	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$33.26	$41.10
2nd year	70.00	$21.97	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$39.53	$50.52
3rd year	90.00	$28.25	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$45.81	$59.94

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

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

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

Special Jurisdictional Note :

Details :
(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 886 (Toledo)

Change # : LCN01-2020-fbLoc886

Craft : Cement Effective Date : 07/09/2020 Last Posted : 07/09/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$29.68		$8.90	$9.00	$0.40	$0.00	$4.70	$0.00	$0.00	$0.00	$52.68	$67.52
Cement Mason Shophand	$20.78		$8.90	$9.00	$0.40	$0.00	$4.70	$0.00	$0.00	$0.00	$43.78	$54.17
Apprentice	**Percent**											
1st Year	70.00	$20.78	$8.90	$9.00	$0.40	$0.00	$4.70	$0.00	$0.00	$0.00	$43.78	$54.16
2nd Year	80.00	$23.74	$8.90	$9.00	$0.40	$0.00	$4.70	$0.00	$0.00	$0.00	$46.74	$58.62
3rd year	90.00	$26.71	$8.90	$9.00	$0.40	$0.00	$4.70	$0.00	$0.00	$0.00	$49.71	$63.07

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

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District I

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$31.92		$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$50.49	$66.45
Apprentice	Percent											
1st Year	70.00	$22.34	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$40.91	$52.09
2nd Year	80.00	$25.54	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$44.11	$56.87
3rd Year	90.00	$28.73	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$47.30	$61.66

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

Ratio :
1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, WOOD

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District I

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$33.39		$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$51.96	$68.65
Apprentice	Percent											
1st Year	70.00	$23.37	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$41.94	$53.63
2nd Year	80.00	$26.71	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$45.28	$58.64
3rd Year	90.00	$30.05	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$48.62	$63.65

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

Ratio :
1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, WOOD

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason & Plasterer Local 46

Change # : LCN01jc2010Loc46

Craft : Cement Mason Effective Date : 07/21/2010 Last Posted : 07/21/2010

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$27.03		$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$42.55	$56.07
Plasterer	$27.03		$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$42.55	$56.07
Cement Mason Vertical Slip Work from base to 50 ft.	$28.53		$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$44.05	$58.32
Cement Mason Vertical Slip Work from base to 50 ft.	$40.55		$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$56.07	$76.34
Apprentice	Percent											
1st Year	55.00	$14.87	$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$30.39	$37.82
2nd Year	65.00	$17.57	$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$33.09	$41.87
3rd Year	80.00	$21.62	$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$37.14	$47.96
4th Year	92.00	$24.87	$6.40	$8.49	$0.63	$0.00	$0.00	$0.00			$40.39	$52.82

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

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

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, ERIE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note : This jurisdiction also covers the Islands of Lake Erie North of Sandusky.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 245 High Tension Pipe Type Cable

Change # : LCN01-2021fbLoc245out

Craft : Lineman Effective Date : 03/26/2021 Last Posted : 03/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$45.61		$6.75	$1.37	$0.46	$0.00	$10.95	$0.00	$0.00	$0.00	$65.14	$87.94
Cert. Lineman Welder	$45.61		$6.75	$1.37	$0.46	$0.00	$10.95	$0.00	$0.00	$0.00	$65.14	$87.94
Cert. Cable Splicer	$45.61		$6.75	$1.37	$0.46	$0.00	$10.95	$0.00	$0.00	$0.00	$65.14	$87.94
Equipment Mechanic C	$29.12		$6.75	$0.87	$0.29	$0.00	$6.99	$0.00	$0.00	$0.00	$44.02	$58.58
Equipment Mechanic B	$32.66		$6.75	$0.98	$0.33	$0.00	$7.84	$0.00	$0.00	$0.00	$48.56	$64.89
Equipment Mechanic A	$36.20		$6.75	$1.09	$0.36	$0.00	$8.69	$0.00	$0.00	$0.00	$53.09	$71.19
Equipment Operator C	$29.12		$6.75	$0.87	$0.29	$0.00	$6.99	$0.00	$0.00	$0.00	$44.02	$58.58
Equipment Operator B	$36.20		$6.75	$1.09	$0.36	$0.00	$8.69	$0.00	$0.00	$0.00	$53.09	$71.19
Equipment Operator A	$40.88		$6.75	$1.23	$0.41	$0.00	$9.81	$0.00	$0.00	$0.00	$59.08	$79.52
Groundman Truck Driver 0 to 12 Months	$22.81		$6.75	$0.68	$0.23	$0.00	$5.47	$0.00	$0.00	$0.00	$35.94	$47.34
Groundman Truck Driver 0 to 12 Months with CDL	$25.09		$6.75	$0.75	$0.25	$0.00	$6.02	$0.00	$0.00	$0.00	$38.86	$51.41
Groundman Truck Driver 1 Year or More	$25.09		$6.75	$0.75	$0.25	$0.00	$6.02	$0.00	$0.00	$0.00	$38.86	$51.41
Groundman Truck Driver 1 Year or More with CDL	$29.65		$6.75	$0.89	$0.30	$0.00	$7.12	$0.00	$0.00	$0.00	$44.71	$59.53
Lineman Apprentice	Percent											
1st 6 Month	60.00	$27.37	$6.75	$0.82	$0.27	$0.00	$6.57	$0.00	$0.00	$0.00	$41.78	$55.46
2nd 6 Month	65.00	$29.65	$6.75	$0.89	$0.30	$0.00	$7.12	$0.00	$0.00	$0.00	$44.71	$59.53
3rd 6 Month	70.00	$31.93	$6.75	$0.96	$0.32	$0.00	$7.66	$0.00	$0.00	$0.00	$47.62	$63.58
4th 6 Month	75.00	$34.21	$6.75	$1.03	$0.34	$0.00	$8.21	$0.00	$0.00	$0.00	$50.54	$67.64
5th 6 Month	80.00	$36.49	$6.75	$1.09	$0.36	$0.00	$8.76	$0.00	$0.00	$0.00	$53.45	$71.69
6th 6 Month	85.00	$38.77	$6.75	$1.16	$0.39	$0.00	$9.30	$0.00	$0.00	$0.00	$56.37	$75.75
7th 6 Month	90.00	$41.05	$6.75	$1.23	$0.41	$0.00	$9.85	$0.00	$0.00	$0.00	$59.29	$79.81

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

Ratio :
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. A Groundman, Under no circumstances , shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 245 Outside
Toledo Chapter

Change # : LCN01-2021fbLoc245out

Craft : Lineman Effective Date : 01/05/2021 Last Posted : 01/05/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$41.67		$6.75	$1.25	$0.42	$0.00	$9.13	$0.00	$0.00	$0.00	$59.22	$80.05
Traffic Signal & Lighting Journeyman	$37.50		$6.75	$1.13	$0.38	$0.00	$8.21	$0.00	$0.00	$0.00	$53.97	$72.72
Operator I	$33.34		$6.75	$1.00	$0.33	$0.00	$7.30	$0.00	$0.00	$0.00	$48.72	$65.39
Operator II	$29.17		$6.75	$0.88	$0.29	$0.00	$6.39	$0.00	$0.00	$0.00	$43.48	$58.07
Groundman / Truck Driver 12 Months & Over	$24.92		$6.75	$0.75	$0.25	$0.00	$5.46	$0.00	$0.00	$0.00	$38.13	$50.59
Groundman / Truck Driver 6-12 Months	$20.94		$6.75	$0.63	$0.21	$0.00	$4.59	$0.00	$0.00	$0.00	$33.12	$43.59
Groundman / Truck Driver 0- 6 Months	$18.23		$6.75	$0.55	$0.18	$0.00	$3.99	$0.00	$0.00	$0.00	$29.70	$38.82
TRAFFIC SIGNAL LIGHTING APPRENTICE												
1st 6 months	$22.50		$6.75	$0.68	$0.23	$0.00	$4.93	$0.00	$0.00	$0.00	$35.09	$46.34
2nd 6 months	$24.38		$6.75	$0.73	$0.24	$0.00	$5.34	$0.00	$0.00	$0.00	$37.44	$49.63
3rd 6 months	$26.35		$6.75	$0.79	$0.26	$0.00	$5.75	$0.00	$0.00	$0.00	$39.90	$53.08
4th 6 months	$28.13		$6.75	$0.84	$0.28	$0.00	$6.16	$0.00	$0.00	$0.00	$42.16	$56.23
5th 6 months	$30.00		$6.75	$0.90	$0.30	$0.00	$6.57	$0.00	$0.00	$0.00	$44.52	$59.52
6th 6 months	$33.75		$6.75	$1.01	$0.34	$0.00	$7.39	$0.00	$0.00	$0.00	$49.24	$66.11
Lineman Apprentice	Percent											
1st 6 Month	60.00	$25.00	$6.75	$0.75	$0.25	$0.00	$5.48	$0.00	$0.00	$0.00	$38.23	$50.73
2nd 6 Month	65.00	$27.09	$6.75	$0.81	$0.27	$0.00	$5.93	$0.00	$0.00	$0.00	$40.85	$54.39
3rd 6 Month	70.00	$29.17	$6.75	$0.88	$0.29	$0.00	$6.39	$0.00	$0.00	$0.00	$43.48	$58.06
4th 6 Month	75.00	$31.25	$6.75	$0.94	$0.31	$0.00	$6.84	$0.00	$0.00	$0.00	$46.09	$61.72
5th 6 Month	80.00	$33.34	$6.75	$1.00	$0.33	$0.00	$7.30	$0.00	$0.00	$0.00	$48.72	$65.38
6th 6 Month	85.00	$35.42	$6.75	$1.06	$0.35	$0.00	$7.76	$0.00	$0.00	$0.00	$51.34	$69.05
7th 6 Month	90.00	$37.50	$6.75	$1.13	$0.38	$0.00	$8.21	$0.00	$0.00	$0.00	$53.97	$72.72

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

Ratio :
(1) Journeyman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. A Groundmen, Under no circumstances , shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.
This clause does not apply to pole line work, substation structures, transmission towers, etc.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 245 Outside Utility Power

Change # : LCN01-2021fbLoc245out

Craft : Lineman Effective Date : 03/26/2021 Last Posted : 03/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$43.22		$6.75	$1.30	$0.43	$0.00	$10.37	$0.00	$0.00	$0.00	$62.07	$83.68
Substation Technician	$43.22		$6.75	$1.30	$0.43	$0.00	$10.37	$0.00	$0.00	$0.00	$62.07	$83.68
Cable Splicer	$45.26		$6.75	$1.36	$0.45	$0.00	$10.86	$0.00	$0.00	$0.00	$64.68	$87.31
Equipment Mechanic C	$27.54		$6.75	$0.83	$0.28	$0.00	$6.61	$0.00	$0.00	$0.00	$42.01	$55.78
Equipment Mechanic B	$30.91		$6.75	$0.93	$0.31	$0.00	$7.42	$0.00	$0.00	$0.00	$46.32	$61.78
Equipment Mechanic A	$34.27		$6.75	$1.03	$0.34	$0.00	$8.22	$0.00	$0.00	$0.00	$50.61	$67.75
Equipment Operator C	$27.54		$6.75	$0.83	$0.28	$0.00	$6.61	$0.00	$0.00	$0.00	$42.01	$55.78
Equipment Operator B	$34.27		$6.75	$1.03	$0.34	$0.00	$8.22	$0.00	$0.00	$0.00	$50.61	$67.75
Equipment Operator A	$38.75		$6.75	$1.16	$0.39	$0.00	$9.30	$0.00	$0.00	$0.00	$56.35	$75.72
Groundman Truck Driver 0 to 12 Months	$21.61		$6.75	$0.65	$0.22	$0.00	$5.19	$0.00	$0.00	$0.00	$34.42	$45.22
Groundman Truck Driver 0 to 12 Months with CDL	$23.77		$6.75	$0.71	$0.24	$0.00	$5.70	$0.00	$0.00	$0.00	$37.17	$49.06
Groundman Truck Driver 1 Year or More	$23.77		$6.75	$0.71	$0.24	$0.00	$5.70	$0.00	$0.00	$0.00	$37.17	$49.06
Groundman Truck Driver 1 Year or More with CDL	$28.09		$6.75	$0.84	$0.28	$0.00	$6.74	$0.00	$0.00	$0.00	$42.70	$56.75
Lineman Apprentice	Percent											
1st 6 Month	60.00	$25.93	$6.75	$0.78	$0.26	$0.00	$6.22	$0.00	$0.00	$0.00	$39.94	$52.91
2nd 6 Month	65.00	$28.09	$6.75	$0.84	$0.28	$0.00	$6.74	$0.00	$0.00	$0.00	$42.70	$56.75
3rd 6 Month	70.00	$30.25	$6.75	$0.91	$0.30	$0.00	$7.26	$0.00	$0.00	$0.00	$45.47	$60.60
4th 6 Month	75.00	$32.42	$6.75	$0.97	$0.32	$0.00	$7.78	$0.00	$0.00	$0.00	$48.24	$64.44
5th 6 Month	80.00	$34.58	$6.75	$1.04	$0.35	$0.00	$8.30	$0.00	$0.00	$0.00	$51.02	$68.30
6th 6 Month	85.00	$36.74	$6.75	$1.10	$0.37	$0.00	$8.82	$0.00	$0.00	$0.00	$53.78	$72.15
7th 6 Month	90.00	$38.90	$6.75	$1.17	$0.39	$0.00	$9.37	$0.00	$0.00	$0.00	$56.58	$76.03

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

Ratio :
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. A Groundman, Under no circumstances , shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 8 Inside

Change # : LCNO1-2021fbLoc8in

Craft : Electrician Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician Class A (less than 2 yrs)	$43.33		$14.67	$7.30	$0.65	$0.00	$0.00	$0.49	$0.00	$0.00	$66.44	$88.10
Electrician Class B (At least 2 yrs)	$41.33		$14.67	$9.24	$0.62	$0.00	$0.00	$0.49	$0.00	$0.00	$66.35	$87.01
Electrician Class C (At least 3 yrs)	$40.33		$14.67	$10.21	$0.60	$0.00	$0.00	$0.49	$0.00	$0.00	$66.30	$86.46
Electrician Class D (At least 4 yrs)	$39.83		$15.17	$10.19	$0.60	$0.00	$0.00	$0.49	$0.00	$0.00	$66.28	$86.19
Apprentice	Percent											
1st 0-900 hrs	30.00	$13.00	$13.10	$0.39	$0.20	$0.00	$0.00	$0.49	$0.00	$0.00	$27.18	$33.68
2nd 901-1800 hrs	40.00	$17.33	$13.32	$0.52	$0.26	$0.00	$0.00	$0.49	$0.00	$0.00	$31.92	$40.59
3rd 1801-3300 hrs	50.01	$21.67	$13.55	$3.65	$0.33	$0.00	$0.00	$0.49	$0.00	$0.00	$39.69	$50.52
4th 3301-4800 hrs	60.00	$26.00	$13.77	$4.38	$0.39	$0.00	$0.00	$0.49	$0.00	$0.00	$45.03	$58.03
5th 4801-6300 hrs	70.00	$30.33	$14.00	$5.11	$0.45	$0.00	$0.00	$0.49	$0.00	$0.00	$50.38	$65.55
6th 6301-8000 hrs	80.00	$34.66	$14.22	$5.84	$0.52	$0.00	$0.00	$0.49	$0.00	$0.00	$55.73	$73.07

Special Calculation Note : Special Calculation of Class A, B, C is for Journeymen with the appropriate years of service who elect to contribute a higher amount to their pension plan. OTHER is National Electrical Benifit Fund

Ratio :
Journeymen - - - - - Max. Apprentices
from 1 to 3 2
from 4 to 6 4
from 7 to 9 6
etc

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :
OTHER: IS SAFETY TRAINING
Respiratory Conditions:
Where this condition is found to exist, the employer will furnish adequate protective equipment and a premium of five percent (5%) above the employee's regular rate of pay.

Cable Splicing:
When a workman is required to make up cables, pot heads, or splices, on lead cable only, a five percent (5%) per hour premium shall be added to the employee's regular rate of pay.

Note:
A premium of 5% above the employee's regular rate shall be paid to workmen performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75 feet above the ground, also similar structures 30 feet above the roofs of buildings on which the work is being performed. This premium will also apply where workmen are called upon to perform work in caissons and tunnels more than 30 feet deep and in tunnels under air pressure. All work performed 40 feet above any floor or pit floor (excepting work performed in a "Bucket Truck" or from a property erected State-approved scaffold) or any height above any hazardous location, suck as acid pits, machinery, etc., a premium of 5% above the employee's regular rate of pay shall be paid.

A premium of 5 % above the employee's regular rate of pay shall be paid if a welding certification is necessary.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 8 Lt Commercial Northern

Change # : LCN01-2021bLoc8in

Craft : Electrician Effective Date : 02/17/2021 Last Posted : 02/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician Class A (less than 2 yrs)	$41.81		$14.32	$7.25	$0.63	$0.00	$0.00	$0.41	$0.00	$0.00	$64.42	$85.32
Electrician Class B (2 thru 3 yrs)	$39.81		$14.32	$9.19	$0.60	$0.00	$0.00	$0.41	$0.00	$0.00	$64.33	$84.23
Class C (3-4 yrs)	$38.81		$14.32	$10.16	$0.58	$0.00	$0.00	$0.41	$0.00	$0.00	$64.28	$83.68
CE-3 12,001-14,000 Hrs	$26.31		$6.35	$0.79	$0.84	$0.00	$0.79	$0.00	$0.00	$0.10	$35.18	$48.34
CE-2 10,001-12,000 Hrs	$20.67		$6.35	$0.62	$0.84	$0.00	$0.62	$0.00	$0.00	$0.10	$29.20	$39.54
CE-1 8,001-10,000 Hrs	$18.79		$6.35	$0.56	$0.84	$0.00	$0.56	$0.00	$0.00	$0.10	$27.20	$36.60
CW-4 6,001-8,000 Hrs	$16.91		$6.35	$0.51	$0.84	$0.00	$0.51	$0.00	$0.00	$0.10	$25.22	$33.68
CW-3 4,001-6,000 Hrs	$15.03		$6.35	$0.45	$0.84	$0.00	$0.45	$0.00	$0.00	$0.10	$23.22	$30.73
CW-2 2,001-4,000 Hrs	$14.09		$6.35	$0.42	$0.84	$0.00	$0.42	$0.00	$0.00	$0.10	$22.22	$29.27
CW-1 0-2,000 Hrs	$13.15		$6.35	$0.39	$0.84	$0.00	$0.39	$0.00	$0.00	$0.10	$21.22	$27.80
Class D (4 or More Years)	$38.31		$14.82	$10.15	$0.57	$0.00	$0.00	$0.41	$0.00	$0.00	$64.26	$83.41
Apprentice	Percent											
1st 0-900 hrs	30.00	$12.54	$13.05	$0.38	$0.19	$0.00	$0.00	$0.41	$0.00	$0.00	$26.57	$32.84
2nd 901-1800 hrs	40.00	$16.72	$13.37	$0.50	$0.25	$0.00	$0.00	$0.41	$0.00	$0.00	$31.25	$39.62
3rd 1801-3300 hrs	50.00	$20.91	$13.20	$3.63	$0.31	$0.00	$0.00	$0.41	$0.00	$0.00	$38.46	$48.91
4th 3301-4800 hrs	60.00	$25.09	$13.42	$4.35	$0.38	$0.00	$0.00	$0.41	$0.00	$0.00	$43.65	$56.19
5th 4801-6300 hrs	70.00	$29.27	$13.65	$5.08	$0.44	$0.00	$0.00	$0.41	$0.00	$0.00	$48.85	$63.48
6th 6300-8000 hrs	80.00	$33.45	$13.87	$5.80	$0.50	$0.00	$0.00	$0.41	$0.00	$0.00	$54.03	$70.75

Special Calculation Note : Special Calculation of Class A, B, C and D is for Journeymen with the appropriate years of service who elect to contribute a higher amount to their pension plan. Other of .41 cents is for Safety Training

Ratio :
Journeymen - - - - - Max. Apprentices
from 1 to 3 2
from 4 to 6 4
from 7 to 9 6
etc

Construction Electrician and Construction Wireman Ratio
There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note : The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, funeral homes, places of worship, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 8 Voice Data Video

Change # : LCN01-2021fbLoc8VDV

Craft : Voice Data Video Effective Date : 04/14/2021 Last Posted : 04/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician Less than 2 years Class 4 JA	$27.81		$12.79	$3.43	$0.42	$0.00	$0.00	$0.36	$0.00	$0.00	$44.81	$58.71
Installer Technician At least 2 years Class 4 JB	$26.81		$12.79	$4.40	$0.40	$0.00	$0.00	$0.36	$0.00	$0.00	$44.76	$58.16
Installer Technician At least 3 years Class 4 JC	$25.81		$12.79	$5.37	$0.39	$0.00	$0.00	$0.36	$0.00	$0.00	$44.72	$57.62
Installer Technician at least 4 yrs Class 4 JD	$24.81		$12.79	$6.34	$0.37	$0.00	$0.00	$0.36	$0.00	$0.00	$44.67	$57.07
BICSI Certified Less than 2 years Class 4 JA	$29.81		$12.79	$3.49	$0.45	$0.00	$0.00	$0.36	$0.00	$0.00	$46.90	$61.81
BICSI Certified At Least 2 years Class 4 JB	$28.81		$12.79	$4.46	$0.43	$0.00	$0.00	$0.36	$0.00	$0.00	$46.85	$61.25
BICSI Certified At least 3 years Class 4 JC	$27.81		$12.79	$5.43	$0.42	$0.00	$0.00	$0.36	$0.00	$0.00	$46.81	$60.71
BICSI Certified At least 4 years Class 4 J4	$26.81		$12.79	$6.40	$0.40	$0.00	$0.00	$0.36	$0.00	$0.00	$46.76	$60.16
Cable Puller 0 - 500 HRS	$11.33		$0.00	$0.34	$0.17	$0.00	$0.00	$0.16	$0.00	$0.00	$12.00	$17.67
Cable Puller 501-1000 HRS	$13.39		$0.00	$0.40	$0.20	$0.00	$0.00	$0.16	$0.00	$0.00	$14.15	$20.84
Cable Puller Over 1000 HRS	$13.39		$2.50	$0.40	$0.20	$0.00	$0.00	$0.16	$0.00	$0.00	$16.65	$23.34
Apprentice	Percent											
1st 0 hours	55.00	$15.30	$3.60	$1.89	$0.23	$0.00	$0.00	$0.36	$0.00	$0.00	$21.38	$29.02
2nd 750 hours	65.00	$18.08	$3.80	$2.23	$0.27	$0.00	$0.00	$0.36	$0.00	$0.00	$24.74	$33.77
3rd 1500 hours	75.00	$20.86	$12.29	$3.23	$0.31	$0.00	$0.00	$0.36	$0.00	$0.00	$37.05	$47.48
4th 2250 hours	80.00	$22.25	$12.39	$3.27	$0.33	$0.00	$0.00	$0.36	$0.00	$0.00	$38.60	$49.72
5th 3000 hours	85.00	$23.64	$12.49	$3.31	$0.35	$0.00	$0.00	$0.36	$0.00	$0.00	$40.15	$51.97
6th 3750 hours	90.00	$25.03	$12.59	$3.35	$0.38	$0.00	$0.00	$0.36	$0.00	$0.00	$41.71	$54.22

Special Calculation Note : OTHER is Safety Training/Day School. Special Calculation of Class A, B, C is for Journeymen with the appropriate years of service who elect to contribute a higher amount to their pension plan.

Ratio :
Ratio for Certified Voice Data Video Technician's to Cable Pullers will allow for the following 1 to 2 ratio:
1 Journeyman to 1 Apprentice
2 Journeymen to 2 Apprentice
3 Journeymen to 3 Apprentice

Cable Puller
1 to 2
4 to 3
7 to 4
10 Journeymen to 4 Cable Pullers
13 Journeymen to 5 Cable Pullers

The JATC is hereby authorized to indenture a ratio of Apprentices to Certified Voice Data Video Technician's not to exceed 1 to 1.

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :
Work covered but not limited to:installation,testing, service, and maintenance of all VDV systems which utilize the transmission and/or transference of voice,sound,vision,or digital for commercial, educational, security,and entertainment purposes. TV monitoring and surveillance, background/foreground music, intercom and telephone, interconnection, inventory control systems,microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarm, and low-voltage master clock systems.
The following work is EXCLUDED from the Voice Data Video Technician work scope: The installation of computer systems in industrial applications such as assembly lines,robotics, computer controller manufacturing systems. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this agreement except for those listed in Item I(F), above. Chases, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Fire Alarm Systems - any line voltage fire alarm system shall be excluded under this agreement. Any low voltage fire alarm system shall be included under this agreement.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 44

Change # : LCN02-2020fbLoc44

Craft : Elevator Effective Date : 08/12/2020 Last Posted : 08/12/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$51.35		$15.73	$10.21	$0.63	$4.11	$8.20	$1.93	$0.00	$0.00	$92.16	$117.84
Assistant Mechanic	$41.08		$15.73	$10.21	$0.63	$2.46	$8.20	$1.55	$0.00	$0.00	$79.86	$100.40
Apprentice	**Percent**											
Apprentice												
0-6 months Probation	50.00	$25.67	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.67	$38.51
1st year	55.00	$28.24	$15.73	$10.21	$0.63	$1.69	$8.20	$1.06	$0.00	$0.00	$65.76	$79.88
2nd year	65.00	$33.38	$15.73	$10.21	$0.63	$2.00	$8.20	$1.26	$0.00	$0.00	$71.41	$88.10
3rd year	70.00	$35.95	$15.73	$10.21	$0.63	$2.16	$8.20	$1.35	$0.00	$0.00	$74.22	$92.20
4th year	80.00	$41.08	$15.73	$10.21	$0.63	$2.46	$8.20	$1.55	$0.00	$0.00	$79.86	$100.40
Helper	70.00	$35.95	$15.73	$10.21	$0.63	$2.16	$8.20	$1.35	$0.00	$0.00	$74.22	$92.20

Special Calculation Note : OTHER IS :HOLIDAY PAY

Ratio :

The total number of Helpers & Apprentices and Assistant Mechanic employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper, Apprentice or Assistant Mechanic may be employed for the first (2) teams and an extra Helper, Apprentice or Assistant Mechanic for each additional (3) teams. Further, the Company may use as many Helpers, Apprentices and Assistant Mechanics as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic.

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, CRAWFORD, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, MERCER, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding (excluding tack welding).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 948

Change # : LCN02-2020fbLoc948

Craft : Glazier Effective Date : 09/23/2020 Last Posted : 09/23/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$28.40		$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$47.04	$61.24
Apprentice	Percent											
1st 6 Months	55.00	$15.62	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$34.26	$42.07
2nd 6 Months	60.00	$17.04	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$35.68	$44.20
3rd 6 Months	65.00	$18.46	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$37.10	$46.33
4th 6 Months	70.00	$19.88	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$38.52	$48.46
5th 6 Months	75.00	$21.30	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$39.94	$50.59
6th 6 Months	80.00	$22.72	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$41.36	$52.72
7th 6 Months	85.00	$24.14	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$42.78	$54.85
8th 6 Months	90.00	$25.56	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$44.20	$56.98
Helper 1st 6th Months	39.00	$11.08	$8.45	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$20.09	$25.62
Helper 2nd 6th Months	39.00	$11.08	$8.45	$9.63	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$29.72	$35.25

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

Ratio :
1 Journeymen to 1 Apprentice
1 Journeyman to 1 Helper
1 Journeymen to 1 Apprentice to 1 Helper Thereafter

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, ERIE*, FULTON, HENRY, LUCAS, OTTAWA, SANDUSKY, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note : County Route 4 in Erie is the dividing line between locals 948 and 181. Local 181 has jurisdiction of projects built on the property which borders Route 4.

Details :
Helpers are employees hired to assist journeymen in any task requiring minimal skills, which is not hazardous to the persons involved. Helpers are not intended to take the place of an apprentice.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 55

Change # : LCNO1-2021 fbLoc55

Craft : Ironworker Effective Date : 07/22/2021 Last Posted : 07/22/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$31.25		$10.35	$11.00	$0.75	$0.00	$5.00	$0.00	$0.00	$0.00	$58.35	$73.97
Pre-Engineered Metal Bldg Siding & Decking	$31.25		$10.35	$11.00	$0.75	$0.00	$5.00	$0.00	$0.00	$0.00	$58.35	$73.97
Metal Fence & Guardrail Work	$23.34		$9.07	$11.00	$0.60	$0.00	$2.00	$0.00	$0.00	$0.00	$46.01	$57.68
Apprentice	Percent											
1st Year	60.00	$18.75	$10.35	$0.00	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$29.85	$39.23
2nd Year	70.00	$21.87	$10.35	$11.00	$0.75	$0.00	$5.00	$0.00	$0.00	$0.00	$48.98	$59.91
3rd Year	80.00	$25.00	$10.35	$11.00	$0.75	$0.00	$5.00	$0.00	$0.00	$0.00	$52.10	$64.60
4th Year	90.00	$28.12	$10.35	$11.00	$0.75	$0.00	$5.00	$0.00	$0.00	$0.00	$55.23	$69.29

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

Ratio :
4 Journeyman to 1 Apprentice

Ornamental Work
2 Journeymen to 1 Apprentice

Spinning Cables on Suspension Bridges
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CRAWFORD*, DEFIANCE*, ERIE*, FULTON, HANCOCK, HENRY, HURON*, LUCAS, OTTAWA, PUTNAM*, SANDUSKY, SENECA, WILLIAMS*, WOOD, WYANDOT*

Special Jurisdictional Note :
*Crawford From where Hwy #598 & #30 meet through W.Liberty to the Northern Border & from said Hwy junction point due west to the border.
*Defiance South from where Route #66 meets the Northern Border to the Eastern County Border.
*Erie West of Columbus Ave North to Sandusky Bay,West of Columbus Ave to Route 4 to Route 99 -all areas West of said Routes.
*Huron West from the Northern Border through Monroeville and Willard territory West of Route #99.
*Putnam East from the Northern Border through Miller City to where #696 meets the Southern Border.
*Williams East from Pioneer through Stryker to Southern Border.
*Wyandot North of Route #30.

Details :
Every employer having one or more projects is required to employ apprentices in accordance to the above Ratio Schedules.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2021fbLaborHevHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$33.70		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.65	$62.50
Group 2	$33.87		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.82	$62.75
Group 3	$34.20		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$46.15	$63.25
Group 4	$34.65		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$46.60	$63.92
Watch Person	$26.00		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$37.95	$50.95
Apprentice	Percent											
0-1000 hrs	60.00	$20.22	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$32.17	$42.28
1001-2000 hrs	70.02	$23.60	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$35.55	$47.35
2001-3000 hrs	80.00	$26.96	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.91	$52.39
3001-4000 hrs	90.00	$30.33	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$42.28	$57.45
More Than 4000 hrs	100.00	$33.70	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.65	$62.50

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

Ratio :
1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

Details :

Group 1
Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

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

Group 2
Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

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

Group 3
Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4
Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.
The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 500 Building A

Change # : LCN01-2021fbLoc500b

Craft : Laborer Group 1 Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$28.78		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$43.58	$57.97
Group 2	$28.98		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$43.78	$58.27
Group 3	$29.18		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$43.98	$58.57
Group 4	$29.28		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$44.08	$58.72
Group 5	$19.26		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$34.06	$43.69
Group 6	$22.28		$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$37.08	$48.22
Apprentice	Percent											
1st 1000 hrs	60.00	$17.27	$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$32.07	$40.70
2nd 1000 hrs	70.00	$20.15	$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$34.95	$45.02
3rd 1000 hrs	80.00	$23.02	$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$37.82	$49.34
4th 1000 hrs	90.00	$25.90	$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$40.70	$53.65
More than 4000 hrs	100.00	$28.78	$7.50	$3.90	$0.50	$0.00	$2.75	$0.00	$0.15	$0.00	$43.58	$57.97

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

Ratio :
1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HENRY, LUCAS, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :
Group 1
Building and Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Utility Construction Laborer, Guardrail Erector, and Hazardous Waste (Level A)

Group 2
Finisher Tender, Concrete Handler, Bottom Men, Scaffold Builders, Tunnel Laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Man and Dynamite Blaster, Creosote Worker, Mortar Mixer, Form Setter, Mason Tender, Plaster Tender, Hod Carrier, Laser Beam Set-up Man, Stone Mason Tender and Hazardous Waste (Level B)

Group 3
Gunite Operator and Hazardous Waste (Level C)

Group 4
Hazardous Waste (Level D)

Group 5
Watchman, Parking, Landscaping

Group 6
Installation of Fencing

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2020fbLoc18

Craft : Operating Engineer Effective Date : 05/14/2020 Last Posted : 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$38.99		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.44	$73.93
Class 2	$38.87		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.32	$73.75
Class 3	$37.83		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.28	$72.19
Class 4	$36.65		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$52.10	$70.42
Class 5	$31.19		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$46.64	$62.24
Class 6	$39.24		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.69	$74.31
Class 7	$39.49		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.94	$74.68
Class 8	$39.99		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.44	$75.43
Class 9	$40.24		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.69	$75.81
Apprentice	Percent											
1st Year	50.00	$19.50	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.95	$44.69
2nd Year	60.00	$23.39	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.84	$50.54
3rd Year	70.00	$27.29	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.74	$56.39
4th Year	80.00	$31.19	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$46.64	$62.24
Field Mechanic Trainee												
1st Year	50.00	$19.50	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.95	$44.69
2nd Year	60.00	$23.39	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.84	$50.54
3rd Year	70.00	$27.29	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.74	$56.39
4th Year	80.00	$31.19	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$46.64	$62.24

Special Calculation Note : Other: Education & Safety $0.09

Ratio :
For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. .An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in the collective baraining agreement.

Jurisdiction (* denotes special jurisdictional note) :
LUCAS, WOOD

Special Jurisdictional Note :

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

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types) Hoists (with two or more drums in use): Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device);' Rotary Drills (all), used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment, Compact Cranes,track or rubber over 4,000 pound capacity,self-erecting cranes:stationary,track or truck (all configurations) bucket trench machines (over 24 " wide).

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

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators,Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); self-propelled Power Spreaders; self-propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver, Fueling & greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/ hour), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2020fbLoc18hevhwyII

Craft : Operating Engineer Effective Date : 05/14/2020 Last Posted : 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$38.24		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.69	$72.81
Class 2	$38.12		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.57	$72.63
Class 3	$37.08		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$52.53	$71.07
Class 4	$35.90		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$51.35	$69.30
Class 5	$30.44		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$45.89	$61.11
Class 6	$38.49		$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.94	$73.18
Apprentice	Percent											
1st Year	50.00	$19.12	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.57	$44.13
2nd Year	60.00	$22.94	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.39	$49.87
3rd Year	70.00	$26.77	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.22	$55.60
4th Year	80.00	$30.59	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$46.04	$61.34
Field Mech Trainee Class 2												
1st year	49.85	$19.06	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$34.51	$44.04
2nd year	59.80	$22.87	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$38.32	$49.75
3rd year	69.77	$26.68	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$42.13	$55.47
4th year	79.75	$30.50	$8.51	$6.00	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$45.95	$61.19

Special Calculation Note : Other: Education & Safety Fund is $0.09 per hour.

Ratio :
For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Ratio for Hydro Excavator's ONLY
2 or More Journeymen
1 Apprentice or Helper

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

Special Jurisdictional Note :

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

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine, Boiler Operators, on Compressors or Generators, when mounted on a rig: Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft lbs.thrust and over)

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

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

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

Class 6 - Master Mechanic

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	$19.09	$3.65	$0.00	$0.00	$0.66	$0.00	$0.00	$0.00	$0.00	$23.40	$32.94
Top Helper Class B	$19.09	$3.65	$0.65	$0.00	$1.03	$0.00	$0.37	$0.00	$0.00	$24.79	$34.33
Top Helper Class C	$19.09	$3.65	$1.00	$0.00	$1.76	$0.00	$0.37	$0.00	$0.00	$25.87	$35.41
Helper Class A	$14.69	$3.65	$0.00	$0.00	$0.51	$0.00	$0.00	$0.00	$0.00	$18.85	$26.19
Helper Class B	$14.69	$3.65	$0.65	$0.00	$0.79	$0.00	$0.28	$0.00	$0.00	$20.06	$27.40
Helper Class C	$14.69	$3.65	$1.00	$0.00	$1.64	$0.00	$0.28	$0.00	$0.00	$21.26	$28.60
New Hire 90 Days	$11.00	$3.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.65	$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

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

Special Jurisdictional Note :

Details :
Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD $1.50 per hour.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter Effective Date : 08/03/2016 Last Posted : 08/03/2016

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	$21.25	$1.33	$0.14	$0.00	$0.00	$0.00	$0.57	$0.00	$0.00	$23.29	$33.92
Painter Sign Journeyman Tech/Team Leader Class B	$21.25	$1.33	$0.14	$0.00	$0.41	$0.00	$0.57	$0.00	$0.00	$23.70	$34.32
Painter Sign Journeyman Tech/Team Leader Class C	$21.25	$1.33	$0.14	$0.00	$0.82	$0.00	$0.57	$0.00	$0.00	$24.11	$34.74
Painter Sign Journeyman Tech/Team Leader Class D	$21.25	$1.33	$0.14	$0.00	$1.23	$0.00	$0.57	$0.00	$0.00	$24.52	$35.14
Sign Journeyman Class A	$20.98	$1.33	$0.14	$0.00	$0.00	$0.00	$0.56	$0.00	$0.00	$23.01	$33.50
Sign Journeyman Class B	$20.98	$1.33	$0.14	$0.00	$0.40	$0.00	$0.56	$0.00	$0.00	$23.41	$33.90
Sign Journeyman Class C	$20.98	$1.33	$0.14	$0.00	$0.81	$0.00	$0.56	$0.00	$0.00	$23.82	$34.31
Sign Journeyman Class D	$20.98	$1.33	$0.14	$0.00	$1.21	$0.00	$0.56	$0.00	$0.00	$24.22	$34.71
Tech Sign Fabrication/ Erector Class A	$15.90	$1.33	$0.14	$0.00	$0.00	$0.00	$0.43	$0.00	$0.00	$17.80	$25.75
Tech Sign Fabrication/ Erector Class B	$15.90	$1.33	$0.14	$0.00	$0.31	$0.00	$0.43	$0.00	$0.00	$18.11	$26.06
Tech Sign Fabrication/ Erector Class C	$15.90	$1.33	$0.14	$0.00	$0.61	$0.00	$0.43	$0.00	$0.00	$18.41	$26.36
Tech Sign Fabrication/ Erector Class D	$15.90	$1.33	$0.14	$0.00	$0.92	$0.00	$0.43	$0.00	$0.00	$18.72	$26.67

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
Class A: less that 1 year.
Class B: 1-3 years.
Class C; 3-10 years.
Class D: More than 10 years.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 7

Change # : LCN01-2019fbLoc7

Craft : Painter Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$26.39		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$44.18	$57.38
Apprentice	Percent											
1st 6 months	55.00	$14.51	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.30	$39.56
2nd 6 months	60.00	$15.83	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$33.62	$41.54
3rd 6 months	65.00	$17.15	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$34.94	$43.52
4th 6 months	70.00	$18.47	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$36.26	$45.50
5th 6 months	75.00	$19.79	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$37.58	$47.48
6th 6 months	80.00	$21.11	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.90	$49.46
7th 6 months	85.00	$22.43	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$40.22	$51.44
8th 6 months	90.00	$23.75	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$41.54	$53.42

Special Calculation Note : Apprentice pay shall be percentage of proper classification.

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FULTON, HENRY, LUCAS, OTTAWA, WOOD

Special Jurisdictional Note :

Details :

A premium of $1.00 per hour will be added for spray, sand and abrasive blasting, towers, stacks over 30ft, swing stage, surfaces 30ft. or higher, epoxy and epoxy spray (except water based), lead abatement and power washing.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 7 Drywall

Change # : LCN01-2019bLoc7

Craft : Drywall Finisher Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$27.39		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$45.18	$58.88
Painter Taper	$27.39		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$45.18	$58.88
Apprentice	**Percent**											
1st Period	55.00	$15.06	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.85	$40.39
2nd Period	60.00	$16.43	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$34.22	$42.44
3rd Period	65.00	$17.80	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$35.59	$44.50
4th Period	70.00	$19.17	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$36.96	$46.55
5th Period	75.00	$20.54	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.33	$48.60
6th Period	80.00	$21.91	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$39.70	$50.66
7th Period	85.00	$23.28	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$41.07	$52.71
8th Period	90.00	$24.65	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$42.44	$54.77

Special Calculation Note : Apprentice pay shall be percentage of proper clssification

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FULTON, HENRY, LUCAS, OTTAWA, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 7 Hvy Hwy

Change # : LCN01-2019fbLoc7

Craft : Painter Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1	$36.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$53.79	$71.79
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	$33.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$50.79	$67.29
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Driver Class 3 (0-5 Yrs. Exp.)	$26.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$43.79	$56.79
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Driver Class 3 (5 plus Yrs. Exp.)	$29.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$46.79	$61.29
Concrete Sealing, Concrete Blasting/Power Washing/Etc. Class 4	$29.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$46.79	$61.29
Quality Control/Quality Assurance, Traffic safety, Competent Person Class 5	$29.00		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$46.79	$61.29
Apprentice	Percent											
1st 6 Months	55.00	$19.80	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$37.59	$47.49
2nd 6 Months	60.00	$21.60	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$39.39	$50.19
3rd 6 Months	65.00	$23.40	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$41.19	$52.89
4th 6 Months	70.00	$25.20	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$42.99	$55.59
5th 6 Months	75.00	$27.00	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$44.79	$58.29
6th 6 Months	80.00	$28.80	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$46.59	$60.99
7th 6 Months	85.00	$30.60	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$48.39	$63.69
8th 6 Months	90.00	$32.40	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$50.19	$66.39

Special Calculation Note : Apprentice pay shall be percentage of proper classification

Ratio :
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
FULTON, HENRY, LUCAS, OTTAWA, WOOD

Special Jurisdictional Note :

Details :

CLASS 1 Abrasive blasting of any kind

CLASS 2 Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/ spot blasting.

CLASS 3 0 – 5 years experience $26.00 per hour, Over 5 years experience $29.00 per hour. Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks.

CLASS 4 All aspects of Concrete coating/ sealing including but not limited to preparation, containment, etc.

CLASS 5 Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 7 Industrial

Change # : LCN01-2019fbLoc7

Craft : Painter Effective Date : 07/31/2019 Last Posted : 07/31/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$27.64		$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$45.43	$59.25
Apprentice	Percent											
1st 6 months	55.00	$15.20	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.99	$40.59
2nd 6 months	60.00	$16.58	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$34.37	$42.67
3rd 6 months	65.00	$17.97	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$35.76	$44.74
4th 6 months	70.00	$19.35	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$37.14	$46.81
5th 6 months	75.00	$20.73	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.52	$48.89
6th 6 months	80.00	$22.11	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$39.90	$50.96
7th 6 months	85.00	$23.49	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$41.28	$53.03
8th 6 months	90.00	$24.88	$7.75	$9.56	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$42.67	$55.10

Special Calculation Note : Apprentice pay shall be percentage of proper classification.

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FULTON, HENRY, LUCAS, OTTAWA, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plasterer & Drywall Finisher Local 886

Change # : LCN01-2020fbLoc886

Craft : Plasterer Effective Date : 07/09/2020 Last Posted : 07/09/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$30.11		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$50.18	$65.23
Drywall	$28.10		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$48.17	$62.22
Drywall Apprentice												
Drywall 60%	$16.86		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$36.93	$45.36
Drywall r 55%	$18.27		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$38.34	$47.48
Drywall 70%	$19.67		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$39.74	$49.58
Drywall 75%	$21.08		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$41.15	$51.69
Drywall 80%	$22.48		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$42.55	$53.79
Drywall 85%	$23.89		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$43.96	$55.91
Drywall 90%	$25.29		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$45.36	$58.01
Drywall 95%	$26.70		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$46.77	$60.12
Drywall Shophand	$19.67		$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$39.74	$49.58
Plasterer Apprentice	Percent											
Plasterer	60.00	$18.07	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$38.14	$47.17
Plasterer	65.00	$19.57	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$39.64	$49.43
Plasterer	70.00	$21.08	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$41.15	$51.69
Plasterer	75.00	$22.58	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$42.65	$53.94
Plasterer	80.00	$24.09	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$44.16	$56.20
Plasterer	85.00	$25.59	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$45.66	$58.46
Plasterer	90.00	$27.10	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$47.17	$60.72
Plasterer	95.00	$28.60	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$48.67	$62.98
Plasterer Shophand	70.00	$21.08	$8.60	$7.00	$0.30	$0.00	$4.17	$0.00	$0.00	$0.00	$41.15	$51.69

Special Calculation Note :

Ratio :
1 Journeymen to 1 Apprentice for 1st Apprentice only
Then 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, AUGLAIZE, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LOGAN, LUCAS, MERCER, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :
****Improvers receive no fringe benefits for the first 90 days. Then $3.75 Health & Welfare
Workers on Swing Stage will be paid ($.25) per hour above journeyman rate.
Nozzelmen or Operators of the Plastering Browning Gun shall receive ($.75) per hour above journeyman rate.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 50

Change # : LCRO1-2021fbLoc50

Craft : Plumber/Pipefitter Effective Date : 07/22/2021 Last Posted : 07/22/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$45.03		$11.61	$7.16	$0.60	$0.00	$5.71	$1.65	$0.00	$0.00	$71.76	$94.27
Apprentice	Percent											
1st Period	40.00	$18.01	$11.61	$7.16	$0.60	$0.00	$0.00	$1.65	$0.00	$0.00	$39.03	$48.04
2nd Period	45.00	$20.26	$11.61	$7.16	$0.60	$0.00	$0.00	$1.65	$0.00	$0.00	$41.28	$51.42
3rd Period	50.00	$22.51	$11.61	$7.16	$0.60	$0.00	$2.86	$1.65	$0.00	$0.00	$46.39	$57.65
4th Period	55.00	$24.77	$11.61	$7.16	$0.60	$0.00	$2.86	$1.65	$0.00	$0.00	$48.65	$61.03
5th Period	65.00	$29.27	$11.61	$7.16	$0.60	$0.00	$3.43	$1.65	$0.00	$0.00	$53.72	$68.35
6th Period	70.00	$31.52	$11.61	$7.16	$0.60	$0.00	$3.43	$1.65	$0.00	$0.00	$55.97	$71.73
7th Period	75.00	$33.77	$11.61	$7.16	$0.60	$0.00	$4.00	$1.65	$0.00	$0.00	$58.79	$75.68
8th Period	80.00	$36.02	$11.61	$7.16	$0.60	$0.00	$4.00	$1.65	$0.00	$0.00	$61.04	$79.06
9th Period	85.00	$38.28	$11.61	$7.16	$0.60	$0.00	$4.57	$1.65	$0.00	$0.00	$63.87	$83.00
10th Period	90.00	$40.53	$11.61	$7.16	$0.60	$0.00	$4.57	$1.65	$0.00	$0.00	$66.12	$86.38

Special Calculation Note : Other is National Pension.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 50 HVAC Service Mechanics

Change # : LCNO1-2021fbLoc50

Craft : Plumber Pipefitter Effective Date : 07/22/2021 Last Posted : 07/27/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter Mechanical Equipment Service	$45.03		$11.61	$7.16	$0.60	$0.00	$5.71	$1.65	$0.00	$0.00	$71.76	$94.27
Serviceman	$33.77		$11.61	$7.16	$0.60	$0.00	$5.71	$1.65	$0.00	$0.00	$60.50	$77.38
Apprentice	**Percent**											
1st Period	38.00	$17.11	$11.61	$0.00	$0.60	$0.00	$0.00	$0.00	$0.00	$0.00	$29.32	$37.88
2nd Period	41.00	$18.46	$11.61	$7.16	$0.60	$0.00	$0.00	$1.65	$0.00	$0.00	$39.48	$48.71
3rd Period	45.00	$20.26	$11.61	$7.16	$0.60	$0.00	$2.86	$1.65	$0.00	$0.00	$44.14	$54.28
4th Period	53.00	$23.87	$11.61	$7.16	$0.60	$0.00	$2.86	$1.65	$0.00	$0.00	$47.75	$59.68
5th Period	56.00	$25.22	$11.61	$7.16	$0.60	$0.00	$3.43	$1.65	$0.00	$0.00	$49.67	$62.28
6th Period	60.00	$27.02	$11.61	$7.16	$0.60	$0.00	$3.43	$1.65	$0.00	$0.00	$51.47	$64.98
7th Period	64.00	$28.82	$11.61	$7.16	$0.60	$0.00	$4.00	$1.65	$0.00	$0.00	$53.84	$68.25
8th Period	68.00	$30.62	$11.61	$7.16	$0.60	$0.00	$4.00	$1.65	$0.00	$0.00	$55.64	$70.95
9th Period	75.00	$33.77	$11.61	$7.16	$0.60	$0.00	$5.71	$1.65	$0.00	$0.00	$60.50	$77.39
10th Period	75.00	$33.77	$11.61	$7.16	$0.60	$0.00	$5.71	$1.65	$0.00	$0.00	$60.50	$77.39

Special Calculation Note : Other is National Pension.

Ratio :

1 Journeyman to 1 Apprentice
2-3 Journeyman to 2 Apprentice
4-5 Journeyman to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 134

Change # : LCN01-2021fbLoc134

Craft : Roofer Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$29.07		$9.70	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$51.04	$65.58
Yardman	$15.99		$9.70	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$37.96	$45.96
Existing Helper	$15.99		$7.80	$4.47	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$29.78	$37.78
Probationary Helper	$15.99		$0.00	$2.95	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$20.46	$28.45
Tradesman	$24.71		$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$45.97	$58.32
Apprentice	Percent											
1st Period	57.50	$16.72	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$37.98	$46.33
2nd Period	60.03	$17.45	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$38.71	$47.44
3rd Period	62.50	$18.17	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$39.43	$48.51
4th Period	65.00	$18.90	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$40.16	$49.60
5th Period	67.53	$19.63	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$40.89	$50.71
6th Period	70.00	$20.35	$8.99	$10.75	$0.48	$0.00	$1.04	$0.00	$0.00	$0.00	$41.61	$51.78
d												

Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice.
3 Journeyman to 1 Probabtionary Helper.
3 Journeyman to 1 Tradesman
3 Journeymen to 1 Apprentice or Trademan to 1 Helper or Probationary Helper

Jurisdiction (* denotes special jurisdictional note) :

LUCAS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Toledo)

Change # : LCN01-2021fbLoc33(Toledo)

Craft : Sheet Metal Worker Effective Date : 07/05/2021 Last Posted : 06/09/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$35.54		$8.97	$18.90	$1.47	$0.00	$3.11	$0.50	$0.00	$0.00	$68.49	$86.26
Industrial Door	$23.08		$7.38	$5.33	$0.17	$0.00	$1.87	$0.00	$0.00	$0.00	$37.83	$49.37
Apprentice Helpers Trainee 1st 60 Days Probationary Period	$11.63		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.63	$17.44
61 Days-12 Months	$12.97		$7.38	$1.84	$0.17	$0.00	$1.25	$0.00	$0.00	$0.00	$23.61	$30.10
2nd Year	$15.20		$7.38	$1.84	$0.17	$0.00	$1.40	$0.00	$0.00	$0.00	$25.99	$33.59
3rd Year	$16.32		$7.38	$1.84	$0.17	$0.00	$1.48	$0.00	$0.00	$0.00	$27.19	$35.35
4th Year	$17.89		$7.38	$1.84	$0.17	$0.00	$1.58	$0.00	$0.00	$0.00	$28.86	$37.81
5th Year	$19.23		$7.38	$1.84	$0.17	$0.00	$1.67	$0.00	$0.00	$0.00	$30.29	$39.91
Apprentice	Percent											
1st	45.00	$15.99	$8.97	$3.81	$1.47	$0.00	$0.00	$0.50	$0.00	$0.00	$30.74	$38.74
2nd	50.00	$17.77	$8.97	$13.67	$1.47	$0.00	$1.56	$0.50	$0.00	$0.00	$43.94	$52.83
3rd	55.00	$19.55	$8.97	$14.09	$1.47	$0.00	$1.56	$0.50	$0.00	$0.00	$46.14	$55.91
4th	60.00	$21.32	$8.97	$14.52	$1.47	$0.00	$1.56	$0.50	$0.00	$0.00	$48.34	$59.01
5th	75.00	$26.66	$8.97	$15.79	$1.47	$0.00	$1.56	$0.50	$0.00	$0.00	$54.95	$68.27

Special Calculation Note : OTHER IS:SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :
1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice
4 Journeymen to 2 Apprentices
5 Journeymen to 2 Apprentices
6 Journeymen to 3 Apprentices
7 Journeymen to 3 Apprentices
8 Journeymen to 4 Apprentices
9 Journeymen to 4 Apprentices
10 Journeymen to 5 Apprentices
11 Journeymen to 5 Apprentices
12 Journeymen to 6 Apprentices
13 Journeymen to 6 Apprentices
14 Journeymen to 7 Apprentices
15 Journeymen to 7 Apprentices
16 Journeymen to 8 Apprentices
Maintaining a 2 Journeymen to 1 Apprentice ratio thereafter

Jurisdiction (* denotes special jurisdictional note) :
DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SENECA, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :
Industrial Door--Installation and service of overhead doors roll up doors, docks and dock leveling equipment

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2021fbLoc669

Craft : Sprinkler Fitter Effective Date : 04/01/2021 Last Posted : 03/31/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$41.87		$10.55	$7.00	$0.52	$0.00	$5.12	$0.10	$0.00	$0.00	$65.16	$86.09
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	45.00	$18.84	$7.75	$0.00	$0.52	$0.00	$0.00	$0.10	$0.00	$0.00	$27.21	$36.63
CLASS 2	50.00	$20.93	$7.75	$0.00	$0.52	$0.00	$0.00	$0.10	$0.00	$0.00	$29.30	$39.77
CLASS 3	54.40	$22.78	$10.55	$7.00	$0.52	$0.00	$1.15	$0.10	$0.00	$0.00	$42.10	$53.49
CLASS 4	59.40	$24.87	$10.55	$7.00	$0.52	$0.00	$1.15	$0.10	$0.00	$0.00	$44.19	$56.63
CLASS 5	64.42	$26.97	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$46.54	$60.03
CLASS 6	69.40	$29.06	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$48.63	$63.16
CLASS 7	74.40	$31.15	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$50.72	$66.30
CLASS 8	79.42	$33.25	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$52.82	$69.45
CLASS 9	84.40	$35.34	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$54.91	$72.58
CLASS 10	89.40	$37.43	$10.55	$7.00	$0.52	$0.00	$1.40	$0.10	$0.00	$0.00	$57.00	$75.72

Special Calculation Note : $0.10 for Other is National Fire Sprinkler Association

Ratio :
1 Journeyman to 1 Apprentice

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

Special Jurisdictional Note :

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCRO1-2021fbBldgHevHwy

Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	$29.24		$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.44	$60.06
Apprentice	Percent											
First 6 months	80.00	$23.39	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.59	$51.29
7-12 months	85.00	$24.85	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.05	$53.48
13-18 months	90.00	$26.32	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.52	$55.67
19-24 months	95.00	$27.78	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.98	$57.87
25-30 months	100.00	$29.24	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.44	$60.06

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

Ratio :
3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCRO1-2021fbBldgHevHwy

Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	$29.66		$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.86	$60.69
Apprentice	Percent											
First 6 months	80.00	$23.73	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.93	$51.79
7-12 months	85.00	$25.21	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.41	$54.02
13-18 months	90.00	$26.69	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.89	$56.24
19-24 months	95.00	$28.18	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$44.38	$58.47
25-30 months	100.00	$29.66	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.86	$60.69

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

Ratio :
3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

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

PROJECT LABOR AGREEMENT EXAMPLE – *Appendix B*

10 Page Project Labor Agreement Example Attached…

PROJECT LABOR AGREEMENT

Between

_____
(Contractor)

And

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

Covering

_____
(Project Name)

PROJECT LABOR AGREEMENT

This Agreement is entered into this __ day of _____, 20__ by and between, _____ ("Contractor"), acting on its behalf and on behalf of all "Contractors" as herein defined, and the Northwestern Ohio Building & Construction Trades Council ("NWOBCTC"), acting on its own behalf and on behalf of all affiliates and members whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, ("Union") with respect to the construction of the _____ project located in _____, Ohio, the total overall project cost of which is greater than $50,000 ("Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement. The term "applicable local collective bargaining agreement" means the labor agreement of an affiliated local union to the NWOBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE I
INTENT AND PURPOSE

1.1 The Parties to this Agreement express through this Agreement their mutual and sincere commitment to the families and quality of life within Northwest Ohio by; (a) helping to ensure that the 12,000-plus building tradesmen and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting the investment made in training local building tradesmen to ensure the highest quality construction, and (c) protecting the area standards for wages and benefits realized through the process of collective bargaining by imposing union scale for all work covered by this Agreement.

1.2 The Owner, Contractor(s), and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together cooperatively to furnish skilled, efficient, craftsmen who, whenever possible, reside in the local area. The intent and understanding of the parties is to maximize the employment opportunities of skilled craftspeople living within the local area.

1.3 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to secure optimum productivity by providing close cooperation between the Employer and the Union. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

1.4 A primary incentive for entering into this Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances, which may arise on the Project. There shall be no strikes, work stoppages or lockouts for any reason whatsoever.

1.5 Further, the parties recognize the advantages of this project-specific Agreement. In part, those benefits include standard work rules and prohibitions against strikes, lockouts, slowdowns, and other work stoppages during the course of construction. The parties recognize the need to minimize the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and to address the contractor's need for predictable costs and a steady supply of skilled labor.

ARTICLE II
SCOPE OF AGREEMENT

2.1 This Project Agreement shall apply to all work recognized and accepted within historical definitions of construction work under the direction of and performed by the Contractor(s), of whatever tier who have contracts awarded for such work on the Project. Such work shall include site work and dedicated off-site work.

2.2 The scope of work includes all work assigned by the Owner to the Contractor(s). To the extent any work covered by a Contractor's construction contract for the Project entails work beyond the historical definition of "construction work," including but not limited to off-site fabrication, assembly, insulation, skids, modules, manufacture and related preparatory work, all Contractors agree to pay their employees not less than the wage and fringe benefit rates set forth in the applicable local collective bargaining agreement. Any such work to be subcontracted shall only be subcontracted to contractors who pay their employees for such

work at wage and fringe benefit rates not less than those set forth in the applicable local collective bargaining agreement.

2.3 All work within the scope of this Project Agreement shall be performed only by contractors and subcontractors that are signatory to this Project Agreement. The Owner shall require all Contractors of whatever tier, as a condition of being awarded contracts for work covered by this Agreement, to accept, execute and be bound by the terms and conditions of this Project Agreement prior to commencing work on the Project. The Contractor is responsible for ensuring that its subcontractors become signatories to this Agreement and abide by its terms.

2.4 The terms and conditions of the applicable local collective bargaining agreements covering the craftwork being performed shall govern the terms and conditions of employment of employees on the Project, other than as explicitly set forth here.

2.5 It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (No Strikes and No Lockouts); Article VI (Settlement of Grievances and Disputes); and Article VII (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

ARTICLE III
UNION RECOGNITION

3.1 The Contractor(s) recognize the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

3.2 All employees while covered by this Agreement: (1) in the employ of the Contractor at the time the Contractor enters into this Agreement shall, on the 8th day of employment hereunder, become members in good standing of the union, and so remain during the term of this Agreement; (2) hired by the Contractor after entering into this agreement shall, during the term of this Agreement, be hired according to the terms and conditions of the applicable local collective bargaining agreement and, as a condition of employment, shall become members in good standing of the union on the 8th day of employment and so remain for the term of this Agreement.

3.3 Each employee shall be required to comply with the Union security clause set forth in the applicable local collective bargaining agreement for the duration of the Project.

3.4 Upon being presented with a written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the Union all initiation fees, dues, and representation fees in accordance with the signed authorization.

3.5 Any Local Union or District Council to the Project Labor Agreement shall pay per capita taxes to NWOBTC directly, which taxes shall equal the per capita in the Northwestern Ohio Building and Construction Trades Council Bylaws. Any Local Union or Council to this Project Labor Agreement that fails to make timely payments of per capita taxes within 30 days of the date such are due and payable shall be liable to NWOBTC for (1) all such outstanding payments, (2) an additional assessment equal to 10% of amount owed, and (3) all costs of collection incurred by this council, including attorney fees and court costs. Any collection efforts as a result of any Local Union or District Council's failure to pay any required per capita tax shall be in accordance with the procedures set forth in NWOBTC's Bylaws and are specifically excluded from Article VI herein.

ARTICLE IV
NO STRIKES AND NO LOCKOUTS

4.1 The Union and its members, agents, representatives and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives and employees shall constitute a violation of this Agreement.

4.2 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any local collective bargaining agreement.

ARTICLE V
WAGES AND FRINGE BENEFITS

5.1 Wages and fringe benefits to be paid for all work within the scope of this Agreement shall be the rates set forth in the applicable local collective bargaining agreement. The Contractor shall pay employees the prevailing

wage rate as set forth in R.C. Chapter 4115 for all work performed on the Project that is not covered by an applicable local collective bargaining agreement.

5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).

5.3 Any future wage or fringe benefit increases negotiated and established by an applicable local collective bargaining agreement shall be paid retroactively to the expiration of the preceding local agreement.

ARTICLE VI
SETTLEMENT OF GRIEVANCES AND DISPUTES

6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

6.2 The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes and disputes arising under Article III, Section 3.5) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours

thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII
JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

7.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII
SAFETY

8.1 The Employer and their employees shall comply with all applicable federal and state laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Employer.

ARTICLE IX
UNION REPRESENTATION

9.1 The designated representative(s) of each local union signatory to this Agreement shall be permitted to enter the Project site upon notification to the Employer. Such designated union representative(s) will be permitted on the Project site without an escort. The privilege to move unescorted on the Project site is extended to the designated union representative(s) upon

the understanding that such representative(s) will not disrupt the efficient operation of the Project and that the privilege will not be abused.

9.2 The Unions shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified workman performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.

9.3 Visitors, including Union representatives and agents, shall not interfere with the work of the employees. In addition, they shall fully comply with the visitor safety and security rules established for the Project.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree *to* utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program *to* serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by parties.

10.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
TERM OF AGREEMENT

11.1 This Agreement shall become effective on the ____ day of _____, 20__, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner.

ARTICLE XII
INCLUSION

12.1 The Parties intend for the Project to bring great opportunities for contractors as well as the local workforce. A principal goal of the Owner is

to ensure that, to the extent legally permissible, it uses Minority Business Enterprises and Women's Business Enterprises, which are qualified to perform work on the construction of the Project. The Owner's goal is to achieve a percentage, which the Owner reasonably arrives at and includes in its diversity plan, for MBE/WBE involvement for the construction of the Project, regardless of union affiliation. All minority participation is subject to inclusion in Owner's periodic reports to certain regulatory and legislative bodies.

12.2 The Parties agree to a goal of 15% Minority workforce, which are qualified to perform work on the construction of the Project.

12.3 The Parties agree to use their best efforts (including without limitation accommodation on fringe bonding and other financial hurdles) and cooperate in order to meet or exceed the above stated goals. The Union shall also provide the Owner, upon its request, with any data, statistics and/or information that the Union possesses, relating to the stated hiring goals. Further, in the event that the Union contractors are not available or qualified to meet the diversity goal or if they fail to utilize best efforts relative to diversity, the Union shall not object and it will not be a contract breach for the Owner to use non-union contractors for such work.

ARTICLE XIII
INCLUSION ADVOCACY

13.1 The Parties will mutually agree upon a system to monitor and enforce the inclusion commitments in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

ON BEHALF OF THE CONTRACTOR:

_____ _____
Signature Date Title

ON BEHALF OF THE UNIONS:

_____ _____
Signature Date Title

ODOT 2016 LPA Template Required Contract Provisions – *Appendix C*

10 Page ODOT 4/13/2021 State LPA Template Required Contract Provisions Attached…

ODOT's 2019 LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions for STATE-Only Funded Projects

1. ODOT'S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2019 Specifications			
Section102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

2. PREQUALIFICATION

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

3. STEEL PRODUCTS MADE IN THE UNITED STATES

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

4. AS PER PLAN DESIGNATION (Not required but strongly suggested)

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

5. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID

The following is in addition to Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. 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 revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

http://198.234.41.198/w3/webwh.nsf?Opendatabase

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, 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 or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the LPA Prevailing Wage Coordinator (PWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the PWC or other designated LPA representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. 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. Upon completion of the contract and before the final payment, the Contractor shall submit to the PWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

6. ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 123.152, the percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid which must be subcontracted to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio ODOT of Administrative Services. The Contractor must use its best efforts to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

The Contractor must document the progress and efforts being made in securing the services of EDGE subcontractors. In the event the Contractor is unable to meet the EDGE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to the Administrator, Office of Civil Rights, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to:

Ohio Department of Transportation
Attention: Administrator, Office of Contracts
1980 West Broad Street
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort. As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make

adequate good faith efforts. The result of the reconsideration process may be appealed to the Franklin County Court of Common Pleas.

AFFIDAVIT OF SUBCONTRACTOR PAYMENT

The Ohio Revised Code 123.152 requires the Ohio Department of Transportation (ODOT) to monitor and verify that work subcontracted to Encouraging Diversity, Growth and Equity (EDGE) firms is actually performed by the EDGE firms. The affidavit seeks to verify actual payments made to EDGE firms on the project. Each EDGE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the Contractor and subcontractor, or by the subcontractor and EDGE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Business & Economic Opportunity, 1980 West Broad Street, Columbus, Ohio 43223.

SANCTIONS

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

(1) letter of reprimand;
(2) liquidated damages computed up to the amount of goal dollars not met;
(3) cross-withhold from future projects;
(4) contract termination and/or
(5) other remedies available by law including suspension, revocation, and/or debarment.

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

(1) the magnitude and the type of offense;
(2) the degree of the Contractor's culpability;
(3) any steps taken to rectify the situation;
(4) the Contractor's record of performance on other projects including, but not limited to:
    a. annual EDGE participation over EDGE goals;
    b. annual EDGE participation on projects without goals;
    c. number of complaints the Ohio Department of Transportation has received from EDGE firms regarding the Contractor; and
    d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
(5) whether the Contractor falsified, misrepresented, or withheld information.

7. STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60, the Governor Executive Order of January 27, 1972. The bidder also agrees that upon the award of this contract he shall incorporate this certification in all subcontracts on this project regardless of tier.

8. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the LPA 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 LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

9. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. 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 and/or the LPA 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 and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

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

10. US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit, and/or the NPDES Stormwater Permit and as a result an assessment or fine is made or levied against the Ohio Department of Transportation and/or the LPA, the Contractor shall reimburse ODOT or the LPA within thirty (30) calendar days of the notice of assessment or fine or the LPA or ODOT may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the Contractor's refusal or failure to comply with the permits.

11. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if it's or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

12. PN 034 - 04/18/2008 – DRUG FREE SAFETY PROGRAM PARTICIPATION

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable program approved by the OBWC, the Department requires each Contractor and Subcontractor that provides

labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the Department.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

The Department will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation within 8 days of the bid opening. Furthermore, the Department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

13. WAIVER OF CMS 614.03

ODOT's 2019 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

14. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an oblige.

15. PN 095 – 03/30/2020 Potential Impacts and Delays Due to COVID-19

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay at Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:
https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home/public-health-orders/directors-order-to-stay-at-home

Contractor is on notice that the Project is considered essential and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay at Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay at Home Order.

Impacts to the Project generated by the Stay at Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should include any impacts they foresee or should have reasonably foreseen due to the Stay at Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay at Home Order from the Ohio Director of Health dated March 22, 2020 is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

16. PN 032 – 01/31/2021 – C92s Required on - Local-let Construction Projects

State and Federal law requires that all contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021, will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work. This will include all, EDGE and non-EDGE, Material Suppliers being utilized on the project.

A template for this form may be found and submit via the GoFormz website located at www.goformz.com.

17. PN - 031 – 9/1/2020 – Local-let Construction Projects

ODOT, along with the Local Agency, will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note and C&MS 107.21. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The Prime Contractor 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 amount of retainage withheld (if any).

The Prime Contractor must sign each reported payment and submit to ODOT via the GoForms website.

If the Prime Contractor fails to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant and invoices will not be processed for payment.

Payees must verify each payment reported by the payer within 30 days of the payment being signed by the payer. This verification must include:

1.) Whether the payment was received, and if so, whether it was as expected or not;
2.) The dollar amount of the payment received; 2
3.) The date the payment was received.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

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

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 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.

18. PN 022 – 04/15/2013 - ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 123.152, the percentage indicated on the front cover of this bid is the percent of the awarded Contractor's bid. The percentage goal may be met if the Contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. If not EDGE certified, the Contractor must use its best efforts to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

If not EDGE certified, the Contractor must document the progress and efforts made in securing the services of EDGE subcontractors/suppliers. In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for a waiver of all or part of the goal may be made to the Office of Business & Economic Opportunity. The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved and indicate a good faith effort was made to meet the goal and be sent to the Office of Business & Economic Opportunity, Division of Opportunity, Diversity and Inclusion, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE firm is non-performed by the Department or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Department shall consider the following information and documentation when a request for an EDGE goal waiver is received:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.

2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.

3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.

4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided

EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.

6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.

7. All solicitations made by the Contractor for subcontracting opportunities and EDGE quotes through SBN.

8. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.

9. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Administrator, Division of Business & Economic Opportunity
1980 West Broad Street
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process may be appealed to the Court of Claims.

AFFIDAVIT OF SUBCONTRACTOR PAYMENT

The Ohio Revised Code 123.152, requires the Ohio Department of Transportation (ODOT) to monitor and verify that work subcontracted to Encouraging Diversity, Growth and Equity (EDGE) firms is actually performed by the EDGE firms. The affidavit seeks to verify actual payments made to EDGE firms on the project. Each EDGE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the Contractor and subcontractor, or by the subcontractor and EDGE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Business & Economic Opportunity, 1980 West Broad Street, Columbus, Ohio 43223.

SANCTIONS

The Ohio Department of Transportation will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The Ohio Department of Transportation may impose any of the following sanctions:

1. letter of reprimand;
2. liquidated damages computed up to the amount of goal dollars not met;

3. cross-withhold from future projects;
4. contract termination and/or
5. other remedies available by law including suspension, revocation, and/or debarment.

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

1. the magnitude and the type of offense;
2. the degree of the Contractor's culpability;
3. any steps taken to rectify the situation;
4. the Contractor's record of performance on other projects including, but not limited to:
    a. annual EDGE participation over EDGE goals;
    b. annual EDGE participation on projects without goals;
    c. number of complaints the Ohio Department of Transportation has received from EDGE firms regarding the Contractor; and
    d. the number of times the Contractor has been previously sanctioned by the Department of Transportation; and
5. whether the Contractor falsified, misrepresented, or withheld information.