

CONTRACT DOCUMENTS AND SPECIFICATIONS

FRANKLIN 6TH STREET IMPROVEMENTS

City of Franklin
Warren County, Ohio

Prepared by:
Verdantas LLC
4420 Cooper Road,
Suite 200
Cincinnati, OH 45252
<https://www.verdantas.com>



This page intentionally left blank.



TABLE OF CONTENTS

OWNER & OFFICIALS	1
INVITATION TO BID.....	2
INSTRUCTIONS TO BIDDERS	3
GENERAL.....	3
EXAMINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND SITE	3
CONTRACTOR'S QUALIFICATIONS.....	4
SUBCONTRACTOR(S).....	4
PREPARATION OF PROPOSAL.....	5
ESTIMATED QUANTITIES	6
ADDENDA	7
ALTERNATE BID.....	7
"OR APPROVED EQUAL" ITEMS	7
PRICES TO INCLUDE	7
WITHDRAWAL OR MODIFICATION OF PROPOSALS	8
BID REVIEW BY OWNER.....	8
BID GUARANTY	9
MATERIAL GUARANTY	10
NOTICE OF AWARD	10
DOCUMENTS REQUIRED PRIOR TO SIGNING OF CONTRACT	10
CONTRACT GUARANTY	10
GENERAL PROVISIONS	12
INTENT OF CONTRACT.....	12
PREFERENCE FOR OHIO PRODUCTS, SERVICES, AND LABOR.....	12
PRECONSTRUCTION CONFERENCE AND PARTNERING.....	12
INSURANCE	12
NOTICE TO PROCEED	14
LAWS, ORDINANCES, AND REGULATIONS.....	14
ANTIDISCRIMINATION CLAUSE.....	14
PERMITS	15



ENVIRONMENTAL PROTECTION	15
PUBLIC CONVENIENCE AND SAFETY	15
PROTECTION AND RESTORATION OF PROPERTY	15
MAINTENANCE DURING CONSTRUCTION.....	16
MAINTENANCE OF TRAFFIC	16
SAFETY STANDARD AND ACCIDENT PREVENTION.....	16
SEWAGE, SURFACE, AND FLOOD FLOWS.....	17
HAUL ROADS	17
SANITARY MEASURES	17
FAILURE TO MAINTAIN ROADWAY, SITE, OR STRUCTURE	17
CONTROL OF MATERIAL	17
STORAGE OF MATERIALS	18
OPERATIONS/PROGRESS SCHEDULE AND COORDINATION	18
COORDINATION OF SPECIFICATIONS, PLANS, AND GENERAL PROVISIONS	19
CONSTRUCTION LAYOUT STAKES.....	19
MONUMENTS AND LANDMARKS	19
BASE LINES AND BENCHMARKS.....	19
PLANS	19
COOPERATION BY CONTRACTOR.....	19
COOPERATION BETWEEN CONTRACTORS.....	20
TESTING.....	20
TESTING REQUIREMENTS	20
FINAL INSPECTION	21
USE OF EXISTING FACILITIES	22
UNDERGROUND UTILITY FACILITIES/COOPERATION WITH UTILITIES	22
PROTECTION OF EXISTING STRUCTURES	23
RESTORATION OF DISTURBED AREAS.....	23
SUPERVISION OF THE WORK.....	24
MEASUREMENT OF QUANTITIES	24
PLANS AND ESTIMATED QUANTITIES.....	24
ALTERATION OF PLANS OR CHARACTER OF WORK.....	24



EXTRA WORK.....	25
MODIFICATION OF CONTRACT OR CHANGE ORDERS.....	25
DISPUTES AND CONTRACTOR CLAIMS	26
DEFECTIVE OR UNACCEPTABLE WORK.....	26
TIME OF COMPLETION AND DAMAGES FOR DELAYS.....	27
FAILURE TO COMPLETE ON TIME	28
UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT	29
PRICES.....	29
PAYMENTS	30
TAXES	30
WAIVER OF MECHANIC'S LIEN.....	31
ACCEPTANCE OF FINAL PAYMENT	31
GUARANTEE OF WORK.....	32
WARRANTY	32
TERMINATION OF THE OWNER'S LIABILITY	33
TERMINATION FOR CAUSE.....	33
TERMINATION FOR CONVENIENCE	33
CONTRACTOR'S RIGHT TO TERMINATE CONTRACT	34
WRITTEN NOTICE.....	34
NO ESTOPPEL.....	34
ASSIGNMENT	34
INDEPENDENT CONTRACTOR STATUS.....	34
OTHER CONTRACTS	34
PATENTS	35
UTILITIES	35
DEFINITIONS OF TERMS	35
SPECIFICATIONS FOR CONSTRUCTION	39
PREVAILING WAGE.....	40
WAGE RATES	40
SUPPLEMENTAL CONDITIONS - FEDERAL COMPLIANCE.....	41



BID PROPOSAL AND LEGAL FORMS.....	ii
BIDDER INFORMATION SHEET	A
BID PROPOSAL	B
BID GUARANTY AND CONTRACT BOND	C
CERTIFICATE AS TO INTEREST.....	D
SUBCONTRACTORS LIST.....	E
UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT.....	G
CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 357.13.....	H
CONTRACT.....	K
PERSONAL PROPERTY TAX AFFIDAVIT.....	M
AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR.....	N
PREVAILING WAGES.....	N
GUARANTEE.....	O
FINAL RELIEASE OF LIEN.....	P
CERTIFICATION OF SOLICITOR.....	Q
CERTIFICATION OF FINANCE ADMINISTRATOR.....	Q



OWNER & OFFICIALS

OWNER NAMES

MAYOR

Brent Centers

VICE MAYOR

Todd Hall

CITY/VILLAGE MANAGER

Jonathan Westendorf

CITY ENGINEER

Eric Damian

CITY COUNCIL

Michael Aldridge

Ryan Roberts

Paul Ruppert

Deborah K Fouts

Robert Lipps



INVITATION TO BID LEGAL NOTICE

Sealed proposals will be received by the City Engineer, City of Franklin, Warren County, 1 Benjamin Franklin Way, Franklin, OH 45005 until **1:30 pm** local time on **WEDNESDAY, AUGUST 12TH, 2026** for furnishing all labor, materials and equipment necessary to complete the project known as

FRANKLIN 6TH STREET IMPROVEMENTS

OPINION OF PROBABLE CONSTRUCTION COST BASE BID:	\$428,400
OPINION OF PROBABLE CONSTRUCTION COST BID ALT 1:	\$112,700
OPINION OF PROBABLE CONSTRUCTION COST BID ALT 2:	\$551,000

COMPLETION DATE: WEDNESDAY, DECEMBER 30TH, 2026

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.verdantas.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

There is a required in-person Pre-Bid Meeting on **August 5, 2026 at 1:30 pm** at the Franklin City Hall building, 1 Benjamin Franklin Way, Franklin, Ohio 45005.

Bids must be in accordance with drawings and specifications and on forms available from Verdantas at a non-refundable cost of One Hundred Twenty-Five Dollars (\$125.00) Dollars for hard copies and \$45.00 for electronic files. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

Proposals must contain the full name of the party or parties submitting the same and all persons interested therein. Each bidder is required to furnish with his proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

When the total overall project exceeds \$29,653 all bidders must comply with the Prevailing Wage rates on Public Improvements in Warren County and the City of Franklin, Ohio, as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in Section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. It is anticipated that the Prevailing Wage Law will apply to this project.

The Council of the City of Franklin, Ohio, reserves the right to waive irregularities and to reject any or all bids.

Publishing Dates:

**CITY OF FRANKLIN, OHIO AND VERDANTAS WEBSITES
FIRST BID DATE: WEDNESDAY, JULY 22, 2026**

Timeline:

Pre-Bid Meeting	August 5, 2026	1:30 pm
Bid Opening -	August 12, 2026	1:30 pm
Send to Council for Award	August 17, 2026	
Completion Date	December 30, 2026	



INSTRUCTIONS TO BIDDERS

GENERAL

1. The total Contract Documents and Specifications book shall be placed, together with the required completed forms, in a sealed envelope shall be received by the Owner at the specified location and until the time and date specified in the **Invitation to Bid Legal Notice**. Digital submissions will not be accepted.
2. Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly state the fact.
3. Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initiated by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
4. Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
5. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
6. All names must be typed or printed below the signature.
7. The bid shall contain an acknowledgment of receipt of all Addenda.
8. If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
9. After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.
10. Proposals will be opened and read aloud publicly at the time and place designated in the Legal Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.
11. Federal and State Requirements for Bids are hereby incorporated into the Contract Documents as a Supplemental Condition. In the event of conflict between Federal Requirements and the Contract Documents, the more stringent requirement shall govern, and where federally funded, federal law shall take precedence. The order of Precedence will be as follows:
 1. Federal Labor Standards / Federal Requirements
 2. Supplemental Conditions (Federal Requirements)
 3. Special Provisions (Project-Specific)
 4. General Conditions / Bid Book
 5. ODOT Specifications

EXAMINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND SITE

Before submitting a bid, each Bidder must:

1. Examine the Contract Documents thoroughly.
2. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
3. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
4. Study and carefully correlate Bidder's observations with the Contract Documents.



Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.

The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

CONTRACTOR'S QUALIFICATIONS

Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

Bidder shall own, have rental or lease agreements for, or otherwise have readily available all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project, including sources.

Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.

The Owner may require similar information on any or all subcontractors proposed by the Bidder.

Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

SUBCONTRACTOR(S)

The Contractor may utilize subcontractors, subject to the following:

1. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without the written consent of the Owner. Such consent shall not release or relieve the Contractor or his Surety from any obligation or liability under the Contract. In no case will the Contractor be permitted to sublet more than fifty percent (50%) of the total Contract cost.
2. The Contractor shall not award subcontracts to any subcontractor without prior written approval of the Owner.



3. The Contractor shall be fully responsible for the acts or omissions of any of its subcontractors. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractors.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts that bind the subcontractor to the Contractor under the same terms of any provisions of the Contract Documents that are applicable to the Work of the subcontractor, and that give the Contractor the right to terminate the subcontractor for any violation of those provisions by the subcontractor.
5. After the Subcontractors have been approved and the Contract signed with the Contractor, no changes in the subcontractors shall be made without the prior written approval of the Owner.
6. Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the Contract Document bid prices.
7. No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.
8. The subcontractor must submit a non-collusion affidavit prior to the execution of the Contract.

The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.

The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to the award of contract, shall be deemed acceptable to the Owner.

PREPARATION OF PROPOSAL

The Bidder shall submit their Proposal upon the forms furnished by the Owner. All blank spaces for bid prices must be filled in, in words or figures, and shall be written in ink or typewritten. The Bidder shall initialize any corrections or changes in the Proposal.

The Bidder's Proposal must be signed in ink by the individual, by one or more members of the partnership, or by one or more officers of a corporation, or by an agent of the Bidder legally qualified and acceptable to the Owner. If the Proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown.

Any bid submitted unsealed or unsigned, or any bid deemed unresponsive will be disqualified and returned to the Bidder. Bids submitted without a Bid Guaranty or an invalid Guaranty will be disqualified and will be returned to the Bidder.

A foreign corporation submitting a Proposal must comply with the laws of doing business in the State of Ohio, if its Proposal or any part thereof is accepted.



To be considered responsive, each bid shall consist of the following, fully executed:

1. Bidder Information Sheet
2. Bid Proposal
3. Acknowledgement of Addenda, if applicable
4. Bid Guaranty and Contract Bond
5. Certificate as to Interest
6. Unresolved Findings for Recovery Affidavit
7. List of Subcontractors' Names and Addresses, if applicable
8. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
9. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
10. Statement of Bidder's Qualifications and References, if applicable

Proposals may be considered non-responsive and may be rejected for the following reasons:

1. If the Proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, conditions, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject the Award or to enter into the Contract Document pursuant to the Award. This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting, provided that any selection of awards will be made by the Owner.

The Bidder's attention is directed to all applicable Federal, State, and local laws, and the rules and regulations of all authorities and agencies having jurisdiction over the Work. All such laws, rules, and regulations shall apply to the Contract Document and every aspect of the Work and shall be deemed included as a part of the Contract Document as if the same were fully written therein.

The attention of Bidders is especially directed to the following:

1. Federal and Civil Rights Law regulating Equal Opportunity Employment
2. Bid Guaranty and Contract Bond requirements
3. Statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state
4. Federal or State of Ohio Prevailing Wage Law

The price or prices shown on the proposal shall include all costs associated with the Work (including labor), shall be the actual price(s) to be paid by the Owner, and shall include all discounts, allowances, etc. Each Bidder shall bid on each item listed in the Proposal

Where a discrepancy appears between the sum shown in the "Total" column and the correct addition of the sums appearing in the "Estimated Quantity" and "Unit Price" columns, the correct addition of the sums appearing in the "Estimated Quantity" and "Unit Price" columns shall control.

Federal, State, and Local taxes shall not be included in any Bid.

ESTIMATED QUANTITIES

In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.



The Contract Document quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in ordering materials.

Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract Documents.

ADDENDA

Notify the Engineer promptly of any discrepancies in, or omissions from the Contract Documents. The Engineer will issue a clarifying addendum to each person on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information.

Questions received less than seven (7) days prior to bid date cannot be answered.

Any Addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

ALTERNATE BID

It is the Owner's intent for the Contractor to bid on both the base and alternate bid items. Upon award of the Contract, the Owner will inform the Contractor, in writing, if the standard bid or alternate bid items will be included with the Project.

Note: Regardless of whether the base bid or alternate bid items are selected by the Owner for inclusion in the Project and award amount, the Project award will be made solely based on the base bid amount.

"OR APPROVED EQUAL" ITEMS

In the preparation of these documents and plans, several proprietary products may have been specified. In all such cases, it is to be understood that the Contractor may offer a substitute for the specified product, as indicated by the words "Or Approved Equal". However, the Contractor must be aware that, before commencement of construction, he must provide information to the Engineer and Owner concerning the substituted product, and that the Engineer and Owner must approve in writing the offered product as being equal to the specified product before use or incorporation in the Work.

Unless otherwise modified by the Engineer or Owner, proprietary products are to be installed and/or constructed in strict compliance with the pertinent manufacturer's specifications.

PRICES TO INCLUDE

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected. The amount bid for each Bid Item shall include the following:



► FRANKLIN 6TH STREET IMPROVEMENTS

1. All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
2. All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
3. Project coordination and scheduling.
4. Detailed breakdown of lump sum bid items as requested by the Engineer.
5. All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
6. Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
7. Construction staking of the improvements.
8. Mobilization.
9. All erosion control measures needed commensurate with the contractor's means and methods.
10. The unit prices shall include restoration, seeding and mulching.
11. The unit price for surface courses shall include the cost to seal any cracks which may develop in the asphalt pavement during the Correction Period. The sealing shall be done just prior to the end of the Correction Period unless, due to the season and inclement weather, a time extension is granted and the Correction Period is extended.
12. The unit prices for all asphalt concrete items shall include services of an independent testing laboratory per the specifications.
13. The unit price for surface courses placed on new intermediate courses shall include the cost of tack coat if directed by the Engineer.
14. The cost of removal of existing items shall be included in the corresponding new item installed.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

No bid may be withdrawn, once the bid has been deposited with the Owner, except in accordance with Ohio Revised Code Section 9.31. Likewise, modifications to a bid, once submitted, shall not be accepted.

BID REVIEW BY OWNER

The Owner reserves the right to review and evaluate all bids for a period of sixty (60) days and to reject any bids, to waive any discrepancies or irregularities in the bidding, and to determine, in its own discretion, which Proposal is the best bid. Lowest bid, while a major consideration, will not exclusively govern the Bid Award. The Bid Award shall be made from all considerations, including costs and the responsibility of the Bidder.

The Owner reserves the right to reject the bid of any Bidder who has previously failed to perform properly or complete on time contracts of similar nature; who is not in a position to perform the Contract; or who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

In addition to the above-mentioned items, the Owner will also consider the following in determining the best bid: that the Bidder maintains a permanent place of business; has adequate equipment to do the Work properly and expeditiously; has suitable financial status to meet the obligations incidental to the Work; and has the necessary experience.

All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately



written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder and may submit prices to multiple bidders.

In evaluating bids, the Owner may consider:

The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.

1. Financial ability and soundness of the Bidder and proposed subcontractors.
2. Completeness of all bid forms and bid requirements.
3. Alternates and unit prices requested in the Bid Forms.
4. Unit prices or schedules of values that are or appear to be unbalanced.
5. Previous contractual experience with the Owner.
6. Whether or not the bid package complies with the prescribed requirements.
7. The proposed completion date, if applicable.
8. Any other matter allowed by law or local ordinance or resolution.

Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

BID GUARANTY

In accordance with Ohio Revised Code Section 153.54, and in order to assure that if the Bidder's bid is accepted that it will enter into the Agreement with the Owner, each bid must be accompanied by a Bid Guaranty in the form of either:

1. A Bond for the full amount of the bid, in the form of a Bid Guaranty Bond, acknowledged by the Bidder, as principal, and by a surety company qualified to do business in the State of Ohio, and satisfactory to the Owner as surety; or
2. A cashier's check or certified check issued by a responsible bank or trust company, and made payable to the order of the Owner, in the sum of at least ten percent (10%) of the Bid; or
3. A letter of credit pursuant to Ohio Revised Code Chapter 1305, which shall be revocable only at the option of the Owner.

The Bid Guaranty shall be enclosed in the sealed envelope containing the Bid.

The bond shall be in form prescribed by Ohio Revised Code Section 153.571. The Bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. The bond must be countersigned by a resident agent of the bonding company and its corporate seals must be affixed to all copies. ***The name and address of both the surety and surety's agent must appear on the bond.*** Bid Guaranty must be supported by credentials showing the Power of Attorney of the surety's agent.



Bid guaranties (cashier's check or certified check) will be returned to unsuccessful Bidders within fifteen (15) days of the execution of the Contract Document with the successful Bidder.

Once the bid is awarded pursuant to the Notice of Award, the Contractor will be required to execute the Contract Document with the Owner within ten (10) days of its receipt of said Notice. Execution of the Contract shall require the submittal of a Performance Bond (unless the Bidder has already submitted a Bid Guaranty Bond), proof of insurance, and other documents, as outlined below. Executed copies of the bond and insurance certificates are required for each set of Contract Documents. If the Contractor fails to execute the Contract within the required time, the Contractor's Bid Guaranty may be forfeited to the Owner, not as a penalty, but as liquidated damages, in accordance with the terms of the Bid Guaranty. The Project may then be rebid or awarded to the next lowest and best bidder, as the Owner determines at its own discretion.

MATERIAL GUARANTY

Before the Project is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the Work together with samples, of which said samples may be subjected to any tests the Owner, in its sole discretion, deems appropriate to determine their quality and fitness for the Work.

NOTICE OF AWARD

The award of the Contract, if it be awarded, will be made to the best overall Bidder whose Proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal that his bid has been accepted and that he has been awarded the Contract.

DOCUMENTS REQUIRED PRIOR TO SIGNING OF CONTRACT

Immediately upon the award of the bid and prior to the signing of the Contract, the Contractor shall furnish to the Owner:

1. Ohio Workers' Compensation Certificate from the Industrial Commission of Ohio
2. Credentials showing the Power of Attorney of the Agent of the Surety
3. A Certificate of Compliance issued by the Division of Insurance showing the right of the bonding company to do business in the State of Ohio.
4. A Certificate from the Secretary of State showing the right of the Contractor to do business in the State of Ohio, if said Contractor should be a corporation not incorporated under the laws of the State of Ohio
5. A Certificate of Insurance with coverage as specified in these Instructions, covering the period of time the Work will be in progress.
6. Listing of selected subcontractor(s) for Owner approval, in accordance with the second paragraph under "Subcontracts" of these Instructions.

CONTRACT GUARANTY

If the Contractor submitted a Bid Guaranty Bond in the form prescribed by Ohio Revised Code Section 153.571 for the full amount of its bid, the same shall be retained by the Owner as the Contractor's Performance Bond.

If the Contractor submitted a cashier's check, certified check or letter of credit, the Contractor, at the time the Agreement is entered into, shall furnish a Performance Bond, in the form prescribed



► FRANKLIN 6TH STREET IMPROVEMENTS

by Ohio Revised Code Section 153.57, payable to the Owner, for the total amount of the Contract. Said Bond shall be duly executed by the Contractor, as principal, and by a surety company qualified to do business under the laws of the State of Ohio and satisfactory to the Owner, as surety, for the faithful performance of the Contract Documents and payment for labor and materials. The Bond must be signed by an Authorized Agent of an acceptable surety bonding company and by the Contractor. The Performance Bond must be countersigned by a resident agent of the bonding company and its corporate seals must be affixed to all copies. The name and address of both the surety and surety's agent must appear on Bond, and it must be supported by credentials showing the Power of Attorney of the surety's agent.

The premiums of such Bonds shall be paid by the Contractor. If the Contractor fails to perform under the Contract, the Performance Bond may be forfeited by the Contractor to the Owner, in accordance with the termination provisions contained herein.



GENERAL PROVISIONS

INTENT OF CONTRACT

The intent of the Contract Document is to provide for the construction and completion in every detail of the Work described. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or proposal, or any discrepancy appear, the decision of the Engineer shall be final and conclusive.

Before ordering material, the Contractor is responsible for making their own field measurements and to field verify all information required for the Project.

PREFERENCE FOR OHIO PRODUCTS, SERVICES, AND LABOR

All Contractors and subcontractors involved with the Project will, to the extent practicable, use Ohio products, materials, services and labor. Domestic steel use requirements, as specified in Section 153.011 of the Ohio Revised Code, apply if State Capital funds are used for this Project. Copies of Section 153.011 can be obtained from any of the office of the Ohio Department of Administrative Services.

PRECONSTRUCTION CONFERENCE AND PARTNERING

A preconstruction conference with the Owner will be required of the successful Bidder/Contractor. Said conference will be held for the purpose of reviewing the Specifications, Plans, and execution of the Work. The Engineer will arrange the meeting between the Contractor, the Owner, and representatives of the utility companies, and all parties shall be notified of the time, date, and location of the conference by the Engineer. The Agenda for the conference shall include, as a minimum, the following items:

1. Status of Contract and Notice to Proceed
2. Utility company requirements, OUPS notification
3. Designation of emergency 24-hour Contractor contacts
4. Discussion of critical items
5. Notice to property Owners
6. Maintenance of Traffic
7. Review of testing requirements and inspection procedures
8. Operations schedule and completion date
9. Listing of haul roads
10. Confirmation of subcontractors and suppliers
11. Review of the Change Order process
12. Payment Request submittal procedures
13. Payroll submittal procedure

INSURANCE

The Contractor shall not commence Work under the Contract until it has obtained all the insurance required under this paragraph. The policies shall also protect the Owner, its officers, agents, and employees as additional insured, and shall be in a form approved by the Owner. Certified copies



of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed Contract and must be submitted before the Notice to Proceed will be sent. Coverage will be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better. Said policies shall ensure that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the Owner.

Required Insurance: The Contractor shall take out, and maintain during the life of the Contract, Comprehensive General Liability Insurance, Automobile Liability Insurance and an Excess Liability Umbrella Form. Such policies shall protect the Contractor and the Owner from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of any and all Work under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them or in any such manner as would impose liability on the Owner. The **minimum** required limits for each type of policy are as follows:

A. Comprehensive General Liability:		
(1)	General Aggregate	\$1,000,000
(2)	Bodily Injury/Wrongful Death	\$1,000,000 per person \$1,000,000 per occurrence \$2,000,000 aggregate liability
(3)	Property Damage*	\$1,000,000 per occurrence \$2,000,000 aggregate liability
B. Comprehensive Automobile Liability:		
(1)	Bodily Injury/Wrongful Death	\$1,000,000 per occurrence \$1,000,000 aggregate liability
(2)	Property Damage*	\$1,000,000 per occurrence \$1,000,000 aggregate liability

*Including any damage caused by blasting or underground excavation.

C. Excess Liability Umbrella Form:		
(1)	General Aggregate	\$3,000,000
(2)	Each Occurrence	\$1,000,000

Owner's Protective Liability Insurance: The Contractor shall take out, and maintain during the life of the Contract, an Owner's Protective Liability Insurance policy in the name of the Owner. The primary insurance policy shall not be less than a minimum combined single limit of \$1,000,000. In addition, a \$1,000,000 excess policy will be required. The policy shall protect the Owner from any claims or damages that may arise out of or result from the performance of any Work or from any operations, either directly or indirectly, by the Contractor or its subcontractors under the Contract.

Subcontractor's Insurance: The Contractor shall require subcontractors not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor.

Workers' Compensation Insurance: Before any Work is commenced, the Contractor shall take out, and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees, in accordance with the laws of the State of Ohio. In case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Work under this Contract is not protected under the Workers' Compensation statute, the Contractor



shall provide Employee Liability Insurance for any such employees and shall provide or cause each subcontractor to provide the same.

NOTICE TO PROCEED

Once the Contract has been entered into and the preconstruction conference held, the Owner will provide the Contractor with a Notice to Proceed. Said Notice shall state the beginning date the Contractor shall commence with the work and the date by which the work is to be completed.

LAWS, ORDINANCES, AND REGULATIONS

The intent of the Contract and the Contract Documents is to include each, and every provision and clause required by law to be inserted herein, and they shall be read and enforced as though there were included herein.

The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable Federal State, County, and local laws, rules, regulations, and ordinances; building code requirements; permit requirements; licensing requirements; inspection requirements; all laws, rules, and regulations regarding the employment of and payment of all laborers, the legal rights of all laborers employed under the Contract; all orders or decrees that exist or that may be enacted by anybody or tribunal having jurisdiction or authority over any aspect of the Work. The Contractor shall also ensure that its subcontractors are also informed of and strictly comply with and observe all applicable laws, rules, regulations, and ordinances.

The Contract shall be required to give all notices and pay all fees for any required permits, licenses, or inspection, unless the Owner assumes the responsibility for giving such notices or paying such fees. The Engineer will discuss any special permits that may be required for the Project at the preconstruction conference.

The Contractor shall indemnify and hold harmless the Owner, the Owner's officers, employees and agents, including the Engineer, against any claim or liability arising from or based upon any violation of any such law, rule, regulations, ordinance, order, decree or requirement, whether by the Contractor itself, its employees or agents, or any of its subcontractors.

Should the Contractor at any time find that any requirement of the Contract of the Contract Documents is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Engineer.

ANTIDISCRIMINATION CLAUSE

The Contractor hereby agrees to the following:

1. That in the hiring of employees for the performance of the Work under this Contract or any subcontract, neither the Contractor nor any subcontractor, nor any persons acting on behalf of the same, will discriminate against any citizen in the employment of or laborers or workers who are qualified and available to perform the Work, for reasons of race, creed, color, national origin, religion, age, sex, handicap, or familial status; and
2. That neither the Contractor nor any subcontractors, nor any persons acting on behalf of the same, shall in any manner discriminate or intimidate any employee hired for the performance of the Work on account of race, creed, color, national origin, religion, age, sex, handicap, or familial status.



PERMITS

The Contractor will be required to obtain all permits necessary in connection with the Work. All permits shall be subject to the inspection of the Owner.

ENVIRONMENTAL PROTECTION

The Contractor shall observe and comply with all Federal, State, and local laws and regulations controlling pollution of the environment and shall comply with provisions of Section 107.19 of the ODOT Construction and Material Specifications.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor as specified under subsection Maintenance of Traffic.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. The Contractor shall notify the Chiefs of the Police Department and Fire Department of the temporary blocking of any street.

The presence of barricades, lights or other traffic control devices provided and maintained by any party other than the Contractor, shall not relieve the Contractor of this responsibility.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

Dust nuisance originating from any work shall be controlled by the Contractor at the sole expense of the Contractor.

When and where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition equal or better to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

When mailboxes, road or street name signs and supports interfere with construction, the Contractor shall remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the construction and before final acceptance of the project, the Contractor shall erect the mailboxes, road or street name signs and supports in a permanent location in accordance with the plans unless otherwise directed by the Engineer. This shall be considered a subsidiary obligation of the Contractor under the affected items. The Contractor shall cooperate with the Engineer in protecting and preserving cornerstones and monuments that are within the work area. Monuments, cornerstones and land markers unexpectedly encountered shall be protected, referenced and preserved in the same manner.



MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times.

The Contractor shall at all times maintain the job site and working areas in an orderly condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails to maintain the job site and working area in a satisfactory condition, the Owner shall have the right to employ others to do so at the Contractor's expense, commencing 24 hours after the Contractor has been notified that the job site and/or working areas require clean-up.

The Contractor shall also clean out all sewer drains, inlets, manholes, and other underground lines and structures affected by his work and restore all disturbed areas to their original or better condition.

In the case of a contract for the placing of a course upon other courses or a subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

MAINTENANCE OF TRAFFIC

When construction interferes with the normal use of the roadway, temporary traffic facilities shall be provided. For local traffic, vehicular ingress and egress shall be provided at all times for the property adjacent to the work. For through traffic, the traffic will be maintained through all portions of the project unless the Owner authorizes the closure of portions of the highway.

Temporary traffic control devices and facilities shall be furnished, erected, maintained and paid for in accordance with the provisions of Section 614 - Maintaining Traffic of the ODOT - "Construction and Material Specifications". All traffic control plans, signs, and devices shall conform to the requirements of the Ohio Manual of Uniform Traffic Control Devices. The provisions of these items and this section shall not in any way relieve the Contractor of any of his legal responsibilities or liabilities for the safety of the public.

SAFETY STANDARD AND ACCIDENT PREVENTION

With respect to all work performed under the Contract, the Contractor shall comply with all safety standard provisions of (1) all applicable building and construction codes; (2) the *Manual of Accident Prevention in Construction*, published by the Associated General Contractors of America; (3) the requirements of the Occupational Safety & Health Act, and the requirements of Title 29 of the Code of Federal Regulations, Chapter 15.

The Contractor shall maintain at the job site all medical items and equipment necessary for administering first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or doctor's care of all persons injured on the job site. In no case shall the Contractor permit any employee to work at the job site before it has made arrangements for the immediate removal of injured persons to a hospital or doctor's care.

The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous conditions. This protection shall include, but is not limited to, sheeting and shoring, barricades, and warning lights as needed.



The Contractor shall be responsible for all accidents arising out of or connected with its performance under the Contract and Contract Documents and shall indemnify and hold harmless the Owner and the Engineer from all liability, costs, suits, claims or actions brought against it for any injury or alleged injury to any person or property. All loss or damage to the work arising from fire, floods, storms or other natural causes, or from any detention, obstruction or difficulties which may be encountered in the prosecution of the work shall be borne by the Contractor.

No blasting of any kind will be permitted on this Project.

SEWAGE, SURFACE, AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm, surface, flood or underground flows which may be encountered at any time during the performance of the Work. The manner of providing for these flows shall meet with the approval of the Engineer, and the entire cost of same shall be included in the unit prices stipulated for the various items of the Work. As applicable, all work must comply with the municipality or County storm water regulations.

HAUL ROADS

The Contractor shall also provide at the preconstruction conference, a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the Project site. Only the local roads in the vicinity of the Project have to be listed; state and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restrictions, such as height or weight restrictions, which may be applicable. Construction shall not commence until the Owner has reviewed the haul roads list and approved the same. The submission of the list and approval of the same do not relieve the Contractor the responsibility for conforming to and obeying all applicable height and weight restriction on the haul

roads, nor from responsibility for any damages done to, on or along said haul roads. The Contractor is referred to ODOT Item 105.12 concerning restrictions.

SANITARY MEASURES

The Contractor shall construct and maintain sanitary conveniences for use by its employees at the site of the Work. Such conveniences shall be of sufficient number and shall be placed in locations approved by the Engineer. The Contractor shall require all employees and persons connected with the Work to use said conveniences, and any employee or person who violates this rule shall not again be employed at the site of the Work by the Contractor. Such conveniences shall be in compliance with all State and local health department regulations, and the Contractor shall promptly and fully comply with all health department orders and regulations regarding said conveniences.

FAILURE TO MAINTAIN ROADWAY, SITE, OR STRUCTURE

If the Contractor, at any time, fails to comply with the provisions of the above-reference section, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project and the entire cost of this maintenance will be deducted from monies due or to become due to the Contractor on his Contract.

CONTROL OF MATERIAL

The materials used on the Work shall meet all requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed



sources prior to delivery. **All materials supplied shall meet ODOT requirements or as otherwise specified in these Contract Documents.**

Unless otherwise specified, all materials shall be new, and both workmanship and material shall be of proper quality and sufficient for the purpose contemplated. The Contractor shall furnish, if requested by the Owner or Engineer, satisfactory evidence as to type and quality of materials and workmanship.

All items of equipment and/or material proposed by the Contractor for substitutions must be pre-approved by the Engineer, in writing, and shall be equal or superior to the items specified in the Contract Documents. If substitutions proposed by the Contractor for a specified item requires engineering revisions, the total expense of said revisions shall be paid by the Contractor.

Any items of labor or materials required, but not shown as a separate pay item in the Proposal, shall be furnished and installed as incidental to the Contract, except as noted in the plans and specifications.

STORAGE OF MATERIALS

The Contractor shall obtain prior written approval from the Owner for any locations proposed for use for the temporary storage of construction materials, tools and/or equipment. All such materials shall be neatly and compactly maintained in a manner as to cause the least inconvenience to adjacent property Owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered in storing materials. All materials stored upon public thoroughfares must be provided with warning lights and reflective striping at nighttime and on weekends in a manner to alert traffic of such obstructions.

Private property shall not be used for storage purposes without written permission of the Owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished him.

Any additional space required must be provided by the Contractor at their expense.

OPERATIONS/PROGRESS SCHEDULE AND COORDINATION

At the preconstruction meeting, the Contractor shall submit to the Engineer a schedule showing the method and manner which the Contractor proposes to pursue so as to complete the proposed Work in such a manner that it will be ready for final acceptance within the time stated in the Proposal. Said schedule will show location, sequence, equipment, manpower, and estimated calendar days to complete each segment of Work required. Upon approval by the Engineer of the starting point of the various phases of the construction, the method and manner of performing the Work and the sequence of operations shall not be altered except with the approval of the Owner. Changes to said schedule are to be issued in writing and approved by the Engineer and Owner before operations are changed or rescheduled.

The Contractor shall use all practical means to make the progress of the Work conform to that shown on the progress schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule. Should the prosecution of the Work, for any reason, be discontinued, the Contractor shall notify the Owner at least twenty-four (24) hours in advance of resuming operations.



COORDINATION OF SPECIFICATIONS, PLANS, AND GENERAL PROVISIONS

The specifications, the supplemental specifications, the plans, general provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary to each other and to describe and provide for a complete project. In case of discrepancy, calculated dimensions will govern over scaled dimensions, plans will govern over specifications, proposals and special provisions will govern over both specifications and plans.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications. See "Extra Work" and "Modification of Contract or Change Orders".

All items salvaged as part of this Contract shall be removed by the Contractor without damage as excavation and work progresses and placed within the right-of-way where they may be conveniently picked up by the Owner's forces. Old materials not reserved by the Owner and not being used in the work will become property of and must be disposed of by the Contractor.

CONSTRUCTION LAYOUT STAKES

Construction stake out shall be provided by the Contractor as required to construct the project in accordance with the lines and grades established in the plans. The cost of this item shall be incidental to the Contract.

The Engineer will provide the Contractor with two vertical and horizontal control points to facilitate the stake out. The Contractor shall notify the Engineer at least 72 hours in advance of needing the control points.

MONUMENTS AND LANDMARKS

The Contractor shall not remove, relocate or in any way damage any monuments, survey pins or landmarks without the approval of the Engineer. Any monument, survey pin or landmark so removed without approval of the Engineer may be replaced by the Owner and the expense of the survey and replacement charged to the Contractor.

BASE LINES AND BENCHMARKS

The Contractor shall carefully preserve all base lines and benchmarks which have been set by the Owner or its agent. The Contractor shall be charged with the expense of resetting any base lines or benchmarks caused by the loss or disturbance of such by the Contractor.

PLANS

If applicable, the plans illustrate the general character and scope of the work covered by the Specifications and Contract Documents. Additional detailed drawings and other information deemed necessary by the Engineer will be furnished to the Contractor when and as required by the work. Figured dimensions on drawings shall take precedence over general drawings and shall be considered as explanatory and not as indicating extra work.

COOPERATION BY CONTRACTOR

The Contractor will be required to keep (1) copy of the specifications, approved plans, and contract assemblies including special provisions available on the work site at all times.



The Contractor shall give the work the constant attention necessary to facilitate the progress thereof. He shall cooperate with the Engineer, his inspectors, and all other Contractors of any agency in every way possible.

COOPERATION BETWEEN CONTRACTORS

The Contractor shall coordinate his work with other Contractors within or adjacent to the Project area. All completed work shall meet the line and grade of other work in an acceptable manner.

TESTING

In addition to material testing by the supplier, on-site material and soil testing will be required to ensure the work meets the specifications established as part of this project. The Contractor shall bear the cost of and provide all required materials, labor, apparatus, services and facilities in connection therewith.

Seven (7) days prior to commencement of construction, the Contractor shall submit to the Engineer a list of two (2) or three (3) proposed, accredited testing firms. The Engineer shall then select from the submitted list the name of the firm which is to be responsible for all of the required testing.

The Contractor is responsible for notifying the testing agency 24 hours prior to starting work requiring material testing. If the Contractor fails to provide testing as per any of the requirements, they will be required to stop work until proper arrangements have been made with the testing agency.

The testing agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the contract documents, nor to approve or accept any portion of the work.

The Contractor shall include the cost of all required tests in the unit price bid for the pertinent item and no separate compensation is to be made for said testing.

All testing shall be done in the presence of the Owner or Engineer by an approved testing laboratory and one copy of the test shall be sent directly to him.

When questions arise as to whether the requirements of the Contract have been fulfilled, the Owner shall engage an independent testing laboratory to perform any tests necessary to establish the acceptability of the work.

Should such additional tests show in the judgment of the Owner the work or materials to be defective or otherwise not meeting the requirements of the Contract, the Contractor shall, immediately upon notification by the Owner, remove, replace or reconstruct same, as the case may require and shall if directed by the Owner, make such further tests as may be necessary to determine fulfillment of the Contract requirements. The cost of all re-tests shall be deducted from the Contractor's fee for said work.

All tests shall be made under the supervision and direction of the Owner or Engineer except those required by a public authority shall be under the supervision and direction of such authority.

TESTING REQUIREMENTS

Minimum testing requirements shall be as follows:



Soil Testing: Excavation and embankment construction shall be constructed in accordance with ODOT CMS Item 203. The testing agency shall test all embankments per ODOT CMS Item 203.07.

Subgrade shall be prepared in accordance with ODOT CMS Item 204. The testing agency shall test all subgrade per ODOT CMS Item 204.03

Flexible Pavement: The Testing agency shall provide quality control testing of asphalt mixes per ODOT CMS Item 403.05. Field density testing will be required for asphalt courses. The Contractor shall submit a job mix formula (JMF) prior to paving operations.

Portland Cement Concrete: All portland cement concrete work shall be tested by an independent testing laboratory. The independent testing laboratory shall secure a random sample from each 50 yards of concrete delivered to the job site. A minimum of one sample shall be made each day that concrete work is performed. One sample consists of four specimens. Four specimens shall be molded by the testing laboratory and cured from each sample, in accordance with ASTM C 172. Cylinders shall then be tested in accordance with ASTM C39. One (1) specimen shall be tested at 7 days for information, and two (2) specimens shall be tested at 28 days for acceptance. The acceptance test results shall be the average strength of the two specimens tested at 28 days. The fourth cylinder shall be tested at 56 days only if the 28-day test results do not meet specifications.

Using ASTM C 143, the testing agency shall determine the slump of the concrete for each sample, and also whenever the consistency of the concrete appears to vary. The agency shall also determine the air content of the concrete for each sample, in accordance with either ASTM C 231, ASTM C 173, or ASTM C 138.

The agency shall report all test and inspection results to the Engineer, Contractor, and concrete supplier in writing one working day after the work is performed. All test reports shall include the exact location in the work at which the batch represented by a sample was deposited. Reports of strength tests shall include detailed information on storage and curing of specimens prior to testing.

All concrete work not meeting the specifications as listed in Item 499 shall be removed immediately and replaced in an acceptable manner with no additional compensation to the Contractor, unless provisions for an extended guarantee are provided herein.

FINAL INSPECTION

As soon as portions of the work are ready for use, they shall be thoroughly cleaned by the Contractor of all dirt and rubbish, and cleared of all materials, forms, falsework, temporary structures and equipment.

When the work has been entirely completed and final cleanup has been performed, the Engineer will inspect the improvement. If items remain which must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Engineer. When such items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection before it will be accepted by the Owner.



USE OF EXISTING FACILITIES

The Owner, upon written notice to and with the approval of the Contractor, shall have the right to connect any sewers, conduit, or pipeline with any existing similar facilities or appurtenances, or to grant permits to make connections therewith at any time before the Work is completed. The Contractor shall not interfere with any such connections and no extra compensation shall be made to the Contractor on account thereof. The performance of the Work shall be planned in such a manner as to allow the use of all existing facilities during the construction period.

UNDERGROUND UTILITY FACILITIES/COOPERATION WITH UTILITIES

The Owner will notify all utility companies, all pipeline Owners, or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

Within ten (10) days of the award of the Contract, the Owner shall notify all utilities of the name, address, and phone number of the Contractor. The Contractor shall notify the Ohio Underground Utility Protection Service (OUPS) and nonmember Owners of the starting date at least two (2) working days prior to starting the Work. The utility shall mark, stake, or otherwise designate the location of the underground facilities within 48 hours of receiving the Contractor's notice of the starting date. The marking or locating shall be coordinated to stay approximately two (2) days ahead of the planned construction.

The identification of underground facilities, any necessary relocation thereof, and the protection of the same shall be undertaken in conformance with Section 153.64 of the Ohio Revised Code. At least two (2) working days prior to commencing Work in an area that may involve underground utility facilities, as shown on the plans, the Contractor shall notify the Engineer, the registered utility protection service, and the Owners of the underground utility facility who are not members of the registered utility service.

The existing underground utilities are shown as accurately as possible on the plans, based on the information available. The Owner and/or Engineer do not assume any liability for location of underground service lines. Any utility services damaged that were previously marked in the field shall be replaced at the Contractor's expense.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to line and grade, before starting to lay the proposed conduit, in order to assure compatibility with line and grade of the conduit. Payment for all such operations shall be included in the unit price bid for the pertinent conduit item.

The Contractor shall make arrangements with the utility company if adjustments to proposed grade of existing facilities (e.g. manholes, catch basins, valves, boxes, etc.) are to be made prior to the commencement of any paving operations. This shall include utility facilities not shown on the plans but that are located within the pavement area. Work performed on utility facilities shall be in strict accordance with the specifications of the applicable utility company and shall be performed under the direction, supervision and inspection of said company.

At points where the Contractor's operations are adjacent to properties of telephone and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.



The Contractor shall cooperate with the Owner of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the Engineer and the Owner or operator of the utility facility of the disruption and shall cooperate with said utility Owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

PROTECTION OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to perform the Work in such a manner as not to damage or destroy any existing feature which is not marked for replacement or removal. The Contractor shall, at its own expense, protect and maintain any bridges, curbs, gutters, sidewalks, roadways, or any other private or public structures that may be endangered in the prosecution of the Work. The Contractor shall also exercise due care during the Work so as not to destroy any trees, plants, shrubs, or structures not specifically marked for removal or relocation within the area of the Project site. The Contractor hereby agrees to repair and make good any damages caused to any such property by reason of its prosecution of the Work.

In some instances, the Contractor will be required to excavate under and around existing utilities. The Contractor shall exercise extreme care so as not to damage the utility during the Work.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or other use. The Contractor shall be responsible for the immediate repair of all improved areas if damage is done by traffic or other use. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributable to the failure of the improved area, such as, but not limited to, the tracking of materials into unimproved areas.

The Contractor shall be responsible for the protection of areas outside of the limits of the designated Project site, but which are adjacent to those limits. This will include those areas used by construction traffic for access to and from the Project site. Where the Engineer and/or the Owner determine that the Contractor's operations have been responsible for damage to areas outside of the Project site limits, the Contractor shall be responsible for the repair of the area, subject to the approval of the Engineer. No additional compensation will be due the Contractor for any such repairs.

RESTORATION OF DISTURBED AREAS

In all cases where the Work requires the restoration of areas with topsoil, seeding and mulching, the Contractor shall not seed and mulch until directed to do so by the Engineer. The Engineer shall not direct the Contractor until he has assured that the site is properly graded and topsoiled.



Upon completion of the seeding and mulching, the Contractor shall immediately notify the Engineer of the same. Upon receipt of notice from the Engineer that the restoration is complete, the Owner shall notify the property Owners of their maintenance duties.

In cases where the Engineer determines the seeding and mulching should not be performed until after the designated completion date for the Work, the Engineer shall notify the Contractor of the same, in writing. Suspension of the seeding and mulching at the direction of the Engineer shall not count against the Contractor as a delay.

SUPERVISION OF THE WORK

The Engineer or upon the authorization of the Engineer, the Owner's Public Works Director, shall in all cases, determine the amount, quality acceptability and fitness of the kinds of labor and material, which are to be paid for under the Contract. The Owner or the Owner's agent shall determine all questions related to the Work and the performance thereof, and decide every question which may arise relative to the fulfillment of the Contract on the part of the Contractor.

The Engineer will evaluate the materials furnished and the labor to be performed under the Contract, and is authorized by the Owner to reject all labor or materials, or any part thereof, that does not comply in kind, quality, quantity, time, place or manner with the Contract or Contract Documents. The approval or acceptance or any part of the Work, or any payment on account thereof, shall not prevent the rejection of said labor or materials at any time thereafter during the term of the Contract, if said labor or materials are found to not be in accordance with the requirements of the Contract or the Contract Documents.

The Contractor shall be liable to the Owner for all expenses incurred by the Owner in correcting the situation.

MEASUREMENT OF QUANTITIES

For all contracts, except lump sum contracts, after an item of the Work is completed and before final payment is made, the Engineer will determine the quantities of various items of work performed, as the basis for final settlement. The Contractor, in case of unit price items, will be paid for the actual amount of work performed in accordance with these specifications as provided under the various items.

PLANS AND ESTIMATED QUANTITIES

The Plans and Bid Proposal quantities prepared by the Owner are intended to outline the Work to be done by the Contractor. The estimated quantities shall be used in determining the total amount of the bid and for the purpose of determining the lowest and best bid. It is understood and agreed, however, that the Plan is subject to minor changes from time to time during the progress of the Work, that the estimated quantities listed in the Proposal are approximate only, that the Contractor has no claim for damage and is not entitled to extra pay above and beyond the agreed unit prices on account of increasing or decreasing the quantities, and that in measuring the work for payment to the Contractor, the Owner shall consider only the number, length, area and solid contents of the various items of Work incorporated in the improvement in accordance with the Plans or as ordered placed by the Owner.

ALTERATION OF PLANS OR CHARACTER OF WORK

The Owner reserves the right to make, at any time during the progress of the Work, such increases or decreases in quantities and such alterations in details of construction as may be found to be necessary or desirable. Such increases or decreases and alterations shall not



invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered, the as if it had been a part of the original Contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the Work. No claim shall be made by the Contractor for any loss of anticipated quantities and the quantities of work as done. Payments shall be in accordance with Section 109.04 of the ODOT Construction and Materials Specifications. If, however, the character of the Work of the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the Work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Owner may determine to be fair and equitable.

Should the Contractor encounter or discover during the progress of Work, subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed. The Engineer will thereupon promptly cause the investigation of said conditions, and if they are found to so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the Contract, an equitable adjustment will be made.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the previous paragraph will be made in accordance with the provisions of Extra Work. Any adjustments in Contract time because of changes will be made in accordance with the provisions in 108.06 of the ODOT Construction and Material Specifications.

EXTRA WORK

Items of work with unit prices included in the estimate of the original Contract, in an amount less than \$10,000 may be authorized as Extra Work by the Engineer.

MODIFICATION OF CONTRACT OR CHANGE ORDERS

Items of Work not included in the estimate of the original Contract and additional units of items included in the estimate of the original Contract in an amount in excess of \$10,000, may be authorized as a Modification of the Contract or Change Order. Payment shall be in accordance with Sections 109.5(A)(B) of the ODOT CMS.

The Owner may, when necessary, by ordinance, authorize alterations or modifications in the Specifications and Plans for the Work, or omit from the Work covered by this Contract any portion thereof. Before any such alteration or modification shall be effective, the price to be paid for the Work or the material, or both, under the altered or modified Contract, shall have been agreed upon in writing and signed by the Contractor and by the Contractual Agent or Agents of the Owner. It is expressly agreed that such changes shall not, in any way, violate or annul the Contract, and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of these changes. Whenever, during the progress of the Work, any change or modification of the Work is agreed upon, such change shall be considered and treated as though originally contracted for, and shall be subject to all provisions of the original Contract.



The Contractor's Sureties will not be notified of changes in the work or cost thereof, except when by reason of any Change Orders, the total Contract price increases by more than twenty (20%) percent of the original price.

DISPUTES AND CONTRACTOR CLAIMS

In cases where there arises a dispute (whether over payment, claims, or quality of Work) between the Contractor and the Owner, the Contractor shall not cease Work on the Project because of said dispute, unless told to cease work by the Owner. The Contractor shall continue Work on the Project and agrees that such a dispute shall not relieve him from the requirements under "Time of Completion and Damages for Delays".

In all cases, the Contractor shall submit to the Owner any claims for disputed amounts, in writing, within seven (7) calendar days of learning of said dispute. In submitting such claim, the Contractor shall include his actual original calculations and raw cost data, along with his job cost reports and field diaries.

If the Owner makes to the Contractor an offer on a claim which the Contractor refuses, and if the Contractor then gets an amount equal to or less than the Owner's last offer in court, the Contractor shall pay all legal costs, including attorney's fees and expert witness fees, that the Owner incurs from the date of the Owner's last offer until the day the Contractor is awarded judgment.

Any claims or disputes shall be limited by the requirements of "Modification of Contract or Change Order".

DEFECTIVE OR UNACCEPTABLE WORK

All materials and each part or detail of the Work shall be subject to evaluation by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor, as is required to make a complete and detailed review.

Any work done or materials used without direct observation by an authorized representative may be ordered removed and replaced at the Contractor's expense.

All work, which does not conform to the requirements of the Contract, will be considered unacceptable unless otherwise determined acceptable in accordance with Section 105.03 of the ODOT Construction and Materials Specifications.

Should defective or unacceptable labor or materials be suspected, and the Engineer so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examination at such points as the Engineer designates.

If the Work so exposed or examined is satisfactory, the cost of uncovering, taking down or making openings shall be paid by the Owner to the Contractor as a change in Work; however, should the Work thus exposed or examined be unsatisfactory, the cost of uncovering, taking down or making openings shall be borne by the Contractor.

If the exposed or examined labor or materials are found to be unacceptable or defective by the Engineer, he shall serve on the Contractor written notice of his rejection of the unsatisfactory labor or materials, his instructions for remedying the same, and a time within which the defective material or labor is to be remedied. If the Contractor neglects or refuses to remove and/or replace



the defective labor or materials within the time limit given, the Owner may remedy the situation and charge the expense thereof to the Contractor. The expense so charges shall be deducted out of the monies due to the Contractor under the Contract. If the amounts still due the Contractor under the Contract are insufficient to meet the expense, the additional monies shall be paid by the Contractor, and if the Contractor refuses or neglects to pay, the monies shall be paid by his Surety or shall be deducted from its Performance/Contract Bond.

If, in the opinion of the Owner, an emergency arises that jeopardizes the continuity of water service and/or the public health, safety or welfare of the residents of the Owner, the Owner shall give notice of the emergency to the Contractor by telephone or in person. If the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied. If, in the opinion of the Owner, the emergency was created through the carelessness or recklessness of the Contractor, then the Contractor and its Surety

TIME OF COMPLETION AND DAMAGES FOR DELAYS

The Project construction time shall commence upon the date indicated in the Notice to Proceed, which shall be sent to the Contractor by the Owner. The Contractor shall agree to fully complete the Work listed in the contract, weather permitting, by the date listed on the **Invitation to Bid – Legal Notice** and **Notice to Proceed**, unless such time for completion is extended, in writing, by the Owner.

The Contractor agrees that time is of the essence, and therefore, if the Contractor neglects, fails, or refuses to complete the Work within the allotted time, or fails to secure an extension of time for delays, the Contractor does hereby agree to pay to the Owner, as liquidated damages and not as a penalty, the amount as stated in the Contract for each calendar day beyond the completion date stated in the Notice to Proceed, unless the time for completion has been extended in writing by the Owner. Such damages shall be deducted from any monies due and owing to the Contractor under the Contract. If the amounts still due the Contractor under the Contract are insufficient to meet the expense, the additional monies shall be paid by the Contractor, and if the Contractor refuses or neglects to pay, the monies shall be paid by his Surety or shall be deducted from its Performance/Contract Bond.

If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Engineer will postpone the completion date by the number of calendar days he determines to be equitable.

If the Contractor finds it impossible for reasons beyond his control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, he may make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. Requests for extensions of time shall be filed in writing by the Contractor to the Engineer not later than thirty (30) days following the termination of the delay. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.

Delays caused by weather or seasonal conditions should be anticipated and will be considered as the basis for an extension of time only when the actual work days lost exceed the number of



working days lost each month due to the inclement weather as determined in Section 108.06 of the ODOT Construction and Materials Specifications.

The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

If the Owner should suspend the Work in whole or in part, the date for completion shall be extended by the number of days that the suspension directly or indirectly delays the completion of the Work.

If the Work is delayed for unforeseeable causes beyond the control and without the fault of negligence of the Contractor, such as severe or unusual climatic conditions, acts of God, acts of the Owner or interference by other contractors, extensions of time may be granted by the Owner, upon the Contractor's written request for an extension. The Contractor shall, within five (5) days from the beginning of such delay, notify the Owner in writing of the causes of the delay and request an extension. In no case shall such an extension of time exceed the time actually lost to the Contractor by reason of such delay or interference.

The Owner, reserves the right to suspend the whole or any part of the Work, when in the best interest of the Owner, in its sole discretion. Without any additional compensation to the Contractor for such suspension; however, the Contractor shall be granted an extension of time for completing the Work in the same amount of time that it was delayed by such suspension, unless said suspension was necessitated by the actions or inactions of the Contractor.

FAILURE TO COMPLETE ON TIME

If the Contractor fails to complete the Work within the time or times allowed by the Contract, the Owner, if satisfied that the Contractor is carrying the Work forward with reasonable progress and deems it to be in the best interest of the Public, may allow him to continue in control of the Work. It shall be necessary for the Contractor to make written application to the Owner in order to warrant such continuance. Payments to the Contractor for work performed and materials furnished will be made.

When the work is not completed within the time or times allowed by the Contract, and the Contractor is permitted to remain in control, the Work shall be prosecuted at as many different places, at such times, and with such forces as the Owner may request.

For each calendar day that any work shall remain uncompleted after the Contract completion date or dates, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty but as liquidated damages provided, however, that due account shall be taken of any adjustment of the completion date or dates granted under the provision of "Time of Completion and Damages for Delays". In the event one or more interim completion dates are specified without specific separate liquidated damages, the amount set forth in the Schedule in Section 108.07 of the ODOT Construction and Materials Specifications will separately apply to each interim date. In the event a period of liquidated damages for an interim completion date overlaps a subsequent completion date, the liquidated damages will be cumulative.

Permitting the Contractor to continue and finish the Work or any part of it after the date or dates fixed for its completion, or after the date or dates to which completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its right under the Contract.



The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the Work in accordance with the Plans and Specifications, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days' written notice to the Contractor and his Surety, the Owner shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the Owner's intention to declare the Contractor in default on the Contract and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed under the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Owner will immediately notify the Contractor and his Surety of such action, and will at once cause the work already done to be measured and computed. The action of the Owner in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the Work, provided, however, that the Surety shall notify the Owner in writing of its intent to do so within twenty (20) days after the notice of the default of the Contract. Such completion of the Work by the Surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Owner shall cause the Work to be completed under a second contract. If the cost of the Work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

The Contractor and/or his Surety shall also pay all cost and expense of reletting the Work and all damages resulting from noncompletion of the Work within the Contract time. If, when the Work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the Work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

PRICES

The Owner will pay to the Contractor the prices herein stipulated as full compensation for everything furnished and work completed by the Contractor under the Contract, including all incidental work required but not specifically mentioned, and for any work arising from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified and for well and faithfully completing the work, together with remedying all defects developing during the guarantee period.

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this contract.



PAYMENTS

The Owner shall pay to the Contractor the price stipulated in the Contract, by making progress payments to the Contractor during the performance of the Work, on the basis of the value of work performed.

The Contractor shall submit an invoice to the Engineer of the quantity of work performed for approval. Requests for payment shall not be made more frequently than every thirty (30) days. The Engineer shall forward the invoice to the Owner for approval, and upon approval of the invoice by the Engineer and the Owner, the Owner shall pay the Contractor within thirty (30) days.

Partial payment may be reduced or withheld entirely if, in the opinion of the Owner, construction is not proceeding according to the Contract, or if for any other violation, or for failure of the Contractor to comply with the orders of the Owner, or pending settlement of claims of liens filed against the Contractor.

Retainage for this Contract shall comply with Ohio Revised Code Sections 153.12 through 153.14 and 153.63, as amended. Retainage shall be used solely to ensure faithful performance of the Work and shall not exceed amounts permitted by law.

The Owner shall retain five percent (5%) of each progress payment as retainage until the Contract reaches fifty percent (50%) completion. No additional retainage shall be withheld from subsequent progress payments.

Upon Final Completion and Acceptance of the Work, retainage shall be released within thirty (30) days, except for amounts reasonably necessary to ensure final completion. Any withholding shall be limited to amounts reasonably necessary to protect the Owner

The Contractor shall pay Subcontractors their proportional share of released retainage promptly upon receipt.

The Contractor shall submit three (3) signed and notarized original copies of each Application for Payment to the Engineer. One copy shall include waivers of lien and similar attachments if required.

TAXES

The Contractor will be required to pay, without additional expense to the Owner, all Federal, State, local and other taxes which may be applicable to the Work, excepting any taxes and assessments on the real property comprising the site of the Work. The Owner will provide a State Sales Tax Exemption Certificate to the Contractor for materials incorporated into the Work.

The Contractor hereby agrees to withhold all income taxes due or payable under the provisions of the Codified Ordinances of the City/Village for wages, salaries, and commission paid to its employees who will work within the City/Village limits for more than 12 workdays, and further agrees that any of its subcontractors shall be required to withhold any such City/Village income taxes due to under said Code for services performed under this Contract. The Contractor is advised to get full information from the Tax Office prior to bidding.



WAIVER OF MECHANIC'S LIEN

Upon reaching 70% completion and again prior to Final Application for Payment, the Contractor shall submit waivers of mechanic's liens from subcontractors, materialmen, and suppliers for all construction to date.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

ACCEPTANCE OF FINAL PAYMENT

After the final inspection has been made and the Owner has accepted the Work, the final estimate and Final Statement of Cost will be prepared. If any items were erroneously overestimated in any partial estimate, such errors will be corrected in any subsequent partial estimate or in the final estimate, and the Contractor shall have no right to any such excess and shall not be entitled to any damage on account of such corrections in the final estimate.

1. Final invoice for payment.
2. Final affidavit listing all subcontractors/suppliers used on the Project and indicating the amount paid in full.
3. Final Release of Liens from all subcontractors indicating the amount paid in full.
4. Prevailing Wage Affidavit, if applicable.
5. Guarantee.
6. Final Release of Lien.
7. Concrete Test Reports, if applicable.
8. Asphalt tickets stamped with the Inspector's seal, if applicable.
9. Any additional testing reports as required by the Contract.

After the final estimate and Final Statement of Cost have been prepared and after the Contractor has fulfilled all of his obligations under the Contract, the Owner will pay the entire sum found to be due the Contractor after deducting all previous payments and any liquidated damages, if applicable.

The date of acceptance of the Work by the Owner shall be the date of approval of the Final Statement of Cost.

If, after physical completion of the work and acceptance of the Owner's final measurements by the Contractor, the Owner finds that the Final Statement of Cost or final estimate or both may be unavoidably delayed, he may allow a payment on one-hundred percent (100%) of the final measurements, less such estimated amount of money as the Owner may deem necessary to withhold to take care of any contingencies which may arise.

Should the Contractor have any claim against the Owner because of a variance with the Owner's final measurement, the Owner may allow payment based on the Owner's measurement pending adjustments of the disputed item or items. Acceptance of payment on such basis shall not stop the Contractor's claim nor prevent its satisfactory adjustment.



An "Affidavit of Contractor or Subcontractor, Prevailing Wage", must be executed and returned to the Owner upon completion of the project. Final payment will be retained until the document is received. Please note that the affidavit encompasses the work done by all Subcontractors as well as the Contractor's work force.

Retainage shall be paid to the Contractor within thirty (30) days from the date of the Owner's final acceptance of the Work and the completion of the Contract. Upon the Contractor's acceptance of this final payment, the Owner and the Engineer shall be released from any and all claims and any liability to the Contractor for anything further under or relating to the Contract or the Contract Documents, including any act or omission by the Owner or any of its employees or agents, including the Engineer; however, no payments, final or otherwise, shall operate as a release on the Contractor or its Sureties from any obligations under the Contract or the Contract Documents.

GUARANTEE OF WORK

The Contractor hereby guarantees all work performed for a period of one (1) year from the date of completion, and two (2) years for all asphalt paving work, against all defects resulting from the use of inferior materials or equipment (unless said materials or equipment were provided by the Owner) or inferior workmanship. The Contractor hereby agrees that during the guarantee period, it shall make all repairs, corrections, replacements or changes that, in the opinion of the Engineer, are necessary due to the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract or Contract Documents. The Contractor shall, promptly upon receipt of written notice from the Owner, remove and replace all unsatisfactory work with suitable materials, equipment or workmanship, without additional expense to the Owner.

If the Contractor fails to proceed with these terms of the guarantee in a timely manner, the Owner shall have the right to have the defects corrected, and the Contractor and its sureties shall be liable to the Owner for all expenses incurred by the corrections.

Any or all special guarantees applicable to any definite parts of the Work, including the materials or equipment, shall also be subject to the terms of this section during the first year of the life of such special guarantees.

Customary manufacturer's guarantees in excess of one year shall be turned over to the Owner. If the terms and conditions as set forth are met to the satisfaction of the Owner and Contractor, the Owner may reduce the Performance Bond to ten percent (10%) of the total amount paid the Contractor in the performance of this Contract as a Guarantee bond.

WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations, to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.



TERMINATION OF THE OWNER'S LIABILITY

No person, partnership, firm, or company other than the Contractor shall have any interest in the Contract and no claims shall be made or held valid and neither the Owner nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the Owner and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the Work or for any act or neglect of the Owner or any person related to or connected with the Work.

TERMINATION FOR CAUSE

1. In the event that any of the provisions of the Contract are violated by the Contractor, or by any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of its intention to terminate the Contract. Such notice shall list the act or omission causing the breach, upon the service of such notice, the Contractor shall have ten (10) business days to correct the breach or to make arrangements for correction that is satisfactory to the Owner.
2. If no such correction or arrangements are made within the allotted time, the Owner may, in its sole discretion, terminate the Contract on a date solely determined by the Owner. In the event of such termination, the Owner shall immediately serve notice thereof to the Contractor and its surety. The surety shall then have the right to take over and perform the Contract provided, however, if the surety does not elect to continue performance, the Performance Bond will be forfeited and the Owner shall cause the Contract to be completed.
3. Upon termination for cause, the payment to the Contractor of compensation earned for Work performed to the date of such termination shall be in full satisfaction of all claims against the Owner under this Contract, however the Owner shall have the right to deduct from any amounts due and owing to the Contractor, including retainage, any costs, both direct and incidental, incurred by the Owner in completing the Project. The Contractor and/or surety shall be liable for any excess costs the Owner may so incur, and the Owner shall have the right to pursue any legal remedies necessary to affect the same.

TERMINATION FOR CONVENIENCE

1. The Contractor hereby acknowledges that as the Owner is a public entity, due to unforeseen circumstances, funding restraints, or changes in the nature of the Work, it may become necessary for the Owner to terminate the Contract for convenience.
2. In the event the Owner finds it necessary to terminate the Contract for convenience, the Owner shall serve notice upon the Contractor and its surety of its intention to terminate the Contract ten (10) business days prior to the termination date.
3. Upon termination for convenience, the Owner shall pay to the Contractor all compensation due for Work performed to the date of termination, including all costs for materials that were to be incorporated into the Project that cannot be returned; all restocking fees for materials that were to be incorporated into the Project that can be returned only upon the payment of a restocking fee. The Contractor shall submit to the Owner detailed invoices and proof of restocking fees, if any, within ten (10) business days of his receipt of notice of termination from the Owner. In addition, the Owner will negotiate compensation with the Contractor for actual costs incurred as a result of the termination.



CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten (10) days written notice to the Owner if any public authority should stop the work for three (3) months, or if the Owner should fail to issue a Certificate of Payment, or if the Owner should fail to pay in accordance with this contract.

WRITTEN NOTICE

Any written notice required to be served under the Contract, or the Contract Documents shall be served by certified mail, or by personal service at the parties' places of business.

NO ESTOPPEL

At no time shall the Owner be precluded or estopped by any provisions of the Contract, from demanding and recovering from the Contractor any damages sustained because of the Contractor's failure to comply with the Contract or the Contract Documents. The final inspection of the Work shall not be binding or conclusive upon the Owner if it subsequently appears that the Contractor willfully, fraudulently, or through collusion with an agent of the Owner, supplied inferior materials or workmanship, or departed from the terms of the Contract or Contract Documents, notwithstanding the acceptance of the Work and payment for the same by the Owner.

ASSIGNMENT

Neither the Contract or any part thereof, nor any funds to be received there under, by the Contractor shall be assigned, except upon the prior written permission of the Owner, upon any conditions that may be imposed by the Owner, and upon the prior written permission of any sureties who executed the Performance Contract Bond on behalf on the Contractor.

INDEPENDENT CONTRACTOR STATUS

At all times during the term of the Contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the Contract. The Contractor agrees that all income reporting requirements to the U.S. government, the State of Ohio, and any local governments are its responsibility and not that of the Owner. The Contractor shall be responsible for the payment of all taxes including, but not limited to, Federal, state, and local taxes, Social Security taxes, unemployment insurance taxes, and other taxes or license fees required by law, for its officers, agents, and employees. The Contractor agrees that neither it, nor any of its officers, agents, nor employees is entitled to receive workers' compensation, unemployment compensation, vacation leave, sick leave, or any other fringe benefits provided to the employees of the Owner or any other Owner agency, under this Contract. Contractor acknowledges that under this Contract, the Owner is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents, or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

OTHER CONTRACTS

The Owner reserves the right to allow other work or to enter into other contracts for work or materials to be constructed or placed in or about the Work to be performed under this Contract, and to order the starting and progress of such other contracts at any time prior to the completion of this Contract. The Contractor hereby agrees to allow the construction or progress of other such work, under such arrangements for the joint occupation for the site of the Work as the Engineer may establish. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his performance of the Work; however, if in the judgment of the Engineer, the joint occupation of the site has unreasonably impeded the progress of the Contractor's work under the Contract, then the time for completion of the Work may be extended by the Owner.



PATENTS

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents from all liabilities, judgments, costs, damages, or claims arising from the infringement of any patent, patent rights or royalty rights by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the Work, or by reason of the use of patented designs furnished and incorporated into the Work by the Contractor and accepted by the Owner, excepting any materials or equipment furnished by the Owner. In the event that any claim, suit, or action in law or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain, from the money due and owing to the Contractor, an amount the Owner deems sufficient to protect the Owner against loss until such claim, suit, or action has been settled and evidence of such settlement has been satisfactorily presented to the Owner's Law Director.

UTILITIES

Any utility, such as telephone, electricity or water, required by the Contractor for the performance of the Work shall be the responsibility of the Contractor, who shall be responsible for the cost of the same.

DEFINITIONS OF TERMS

Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder—The individual or entity who submits a Bid directly to Owner.

Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.



Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

Contractor—The individual or entity with whom Owner has entered into the Agreement.

Cost of the Work—See Paragraph 11.01 for definition.

Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer—The individual or entity named as such in the Agreement.

Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

General Requirements—Sections of Division 1 of the Specifications.

Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.



Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.



Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.

Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price Work—Work to be paid for on the basis of unit prices.

Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.



SPECIFICATIONS FOR CONSTRUCTION

In general, unless specifically set forth herein, the work, materials, and methods of measurement and payment shall conform to the applicable divisions and paragraphs (as noted on the Bid Proposal or in the plans) of the most current edition of the:

**State of Ohio
Department of Transportation**

1. Construction and Material Specifications
2. Construction and Material Supplemental Specifications
3. Standard Construction Drawings

The most current State of Ohio, Department of Transportation (ODOT), Construction and Material Specifications (CMS) and Supplemental Specifications are adopted and made part of these Contract Documents, unless specifically excluded herein.

All references to the Director, the Director of Highways, the First Assistant Director, and Chief Engineer, the Deputy Director of Design and Construction, the Deputy Director of Operations, the Engineer of Construction, the Engineer of Maintenance, the Engineer of Bridges, the Engineer of Tests, shall be considered to read the Engineer.

All references to the State, the State of Ohio, the Department, the Department of Highways, or the Highway Department shall be considered to read the Owner.



PREVAILING WAGE

WAGE RATES

When the total overall project exceeds \$29,653, all bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and, as ascertained and determined by the Administrator of the Ohio Bureau of Employment Services (OBES) as provided in Section 4115.05 through 4115.034 of the Revised Code of the State of Ohio. It is anticipated that the Prevailing Wage Law will apply to this project.

Under 4115.071, Paragraph "C" of the Ohio Revised Code, any Contractor or Subcontractor contracting with a Public Authority must submit certain personnel and payroll information to that Public Authority's prevailing Wage Coordinator during the life of the Contract.

Any Contractor or Subcontractor participating in a public works project must:

1. Supply to the Prevailing Wage Coordinator of the contracting public authority with a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees.
2. Deliver to the Prevailing Wage Coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplement report for each month thereafter. If the construction period is to be less than one month, the payroll reports must be made on a weekly basis. Payroll reports must contain the following information:
 - A. Wages
 - B. Name
 - C. Current address
 - D. Social Security number
 - E. Number of hours worked during each day of the pay periods covered and the total for each week.
 - F. Hourly rate of pay
 - G. Job classification
 - H. Fringe payments
 - I. Deductions from his wages.

The Contractor shall be responsible for assuring that all its subcontractors comply with the prevailing wage requirements and that all subcontractors provide the Owner with the required payroll reports. The Contractor shall also be responsible for assuring that all its subcontractors file a notarized "Final Affidavit of Compliance with Prevailing Wage Law, certifying that prevailing wages were paid on this Project

The Contractor hereby acknowledges that it is responsible for the compliance itself and of all subcontractors with Ohio's Prevailing Wage Law, and that lack of compliance with any requirements of Prevailing Wage Law by it or any Subcontractor shall give the Owner the right to withhold payments under this Contract until such requirements are met.



SUPPLEMENTAL CONDITIONS FEDERAL COMPLIANCE

SECTION VII

FEDERAL AND STATE REQUIREMENTS



CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative and will be retained for three years after the expiration of his Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America and no resident U.S. Commissioner. Nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec102.03(A)) will be admitted to any share or part hereof or to any benefit to arise here from.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(1) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal Laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures, Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals And Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of, race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Owner setting forth the provisions of this non-discrimination clause
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin
- (3) The contractor will send to each Labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Local Government Services (OLGS), the U.S. Department of Housing and Urban Development and/or the U.S Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246).
(Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The Offerer's Of Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation 11.0%

Goals for Female Participation 6.9%

These goals are applicable to all the Contractors construction work (whether or not it is Federal or Federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. The Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The contractor shall provide written notification to the Manager of the Office of Local Government Services, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated start and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in Notice, and in the contract resulting from this solicitation, the "covered area" is in the State of Ohio. And County of Warren.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply to the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through q). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. CERTIFICATION OF NONSEGREGATED FACILITIES (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. “Section 3” Compliance in the Provision of Training Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the . Secretary of Housing and Urban Development, 24 CFR Part 135, The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

CONTRACTOR
Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Warren.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the COUNTY the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. *To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS / SUBCONTRACTS

Type Of Contract (Business or Profession)	Total Number	Estimated Total Dollar Amount	Estimated Number Of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

Company

Project Name

Person Completing Form

Project Number

Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied By Permanent Employees	No. Positions Not Occupied	No. Positions To Be Filled w/ Section 3 Residents
Officers/Supervisors				
Professionals				
Technical				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				

Section 3 Resident Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher or the median income, adjusted by family size, for the county of residence of the 000-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
☐ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF- 100.
☐ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Name and Title of Signer (Please type): _____

Signature

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project Number

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (include zip code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause

☐ YES

☐ NO

2. Compliance Reports were required to be filed in connection with such contract or subcontract.

☐ YES

☐ NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ YES

☐ NO

☐ NOT REQUIRED

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES

☐ NO

Name and Title of Signer (please type)

Signature

Date

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor

Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the bid equals or exceeds \$100,000);
- c) No segregated facilities will be maintained.

Print or type Name & Title of Person Signing

Signature

Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

ARCHITECT'S CERTIFICATION COMPLIANCE
WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee No.: _____

Project Name: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By the Physically Handicapped, Number A-117.IR-1971 (as modified by 41 CFR 101-19.603).

Architect, Engineer, or Contractor for the Project: (Legal Name and Address):

Signature: _____

Date: _____

Name of Chief Local Executive Official: _____

Signature: _____

Date: _____

DESIGNER CERTIFICATION COMPLIANCE
WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee No.: _____

Project Name: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Architect, Engineer, or Contractor for the Project: (Legal Name and Address):

Signature: _____

Date: _____

Name of Chief Local Executive Official: _____

Signature: _____

Date: _____

SECTION VIII

FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and Trainees.**
- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

/

**CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS
PROVISIONS**

I, the undersigned _____, the dully authorized representative of _____ (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract containing Federal Labor Standards Provisions;
2. The contractor is responsible for the payment of Federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers;
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal wage rates, and forward same to the local government contract authority; and
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____ DATE: _____

TITLE: _____

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):

Date:

Project No. (if any)

c/o

Project Name:

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:
- The Labor Standards provisions are included in the aforesaid contract.
 - Correction of any infractions of the aforesaid condition, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 476a-2(a)).
- No part of the aforementioned contract has been or will be subcontracted to any subcontractor if each subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- The legal name and the business address of the undersigned are:

- The undersigned is:

1. A SINGLE PROPRIETORSHIP

2. A CORPORATION ORGANIZED IN THE
STATE OF

3. A PARTNERSHIP

4. OTHER ORGANIZATION (Describe)

c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME

ADDRESS

NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME

ADDRESS

TRADE CLASSIFICATION

(Contractor)

BY: _____

(Signature)

Date

WARNING

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, writes or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or more."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS

To (Appropriate Recipient): _____ Date: _____

Project No. (if any) _____

c/o _____

Project Name: _____

1. The undersigned, having executed a contract with _____
(Contractor or Subcontractor)
for _____
(Nature of Work)

in the amount of \$ _____ in the construction of the above-identified project, certifies that:

- a. The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract.
 - b. Neither he nor any firm, corporation, partnership, or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
- a. The workman will report for duty on or about _____
(date)

3. He certifies that:

a. The legal name and the business address of the undersigned are:

b. The undersigned is:

1. A SINGLE PROPRIETORSHIP

2. A CORPORATION ORGANIZED IN THE
STATE OF _____

3. A PARTNERSHIP

4. OTHER ORGANIZATION (Describe) _____

c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME

ADDRESS

NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME

ADDRESS

TRADE CLASSIFICATION

(Subcontractor)

BY:

(Signature)

Date

WARNING

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, writes or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or more."

SECTION IX
PREVAILING WAGE DATA

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Counties of
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 and Wyandot

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	05/20/2026
3	06/25/2026

BROH0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (DEFIANCE, FULTON (EXCLUDING FULTON, AMBOY & SWAN CREEK TOWNSHIPS), HENRY (EXCLUDING MONROE, BARTLOW, LIBERTY, WASHINGTON, RICHFIELD, MARION, DAMASCUS & TOWNSHIPS & THAT PART OF HARRISON TOWNSHIP OUTSIDE CORPORATE LIMITS OF CITY OF NAPOLEON), PAULDING, PUTNAM AND WILLIAMS COUNTIES).....	\$ 33.39	20.06

BROH0001-004 06/01/2023

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

BROH0003-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (FULTON (TOWNSHIPS OF AMBOY, SWAN CREEK & FULTON), HENRY (TOWNSHIPS OF WASHINGTON, DAMASCUS, RICHFIELD, BARTLOW, LIBERTY, HARRISON, MONROE, & MARION), LUCAS AND WOOD (TOWNSHIPS OF PERRYSBURG, ROSS, LAKE, TROY, FREEDOM, MONTGOMERY, WEBSTER, CENTER, PORTAGE, MIDDLETON, PLAIN, LIBERTY, HENRY, WASHINGTON, WESTON, MILTON, JACKSON & GRAND RAPIDS) COUNTIES)...	\$ 33.39	20.06

BROH0005-003 06/01/2020		
	Rates	Fringes
BRICKLAYER: BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....	\$ 36.64	17.13
BRICKLAYER: SANDBLASTERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....	\$ 36.39	17.13
BRICKLAYER: SEWER BRICKLAYERS & STACK BUILDERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....	\$ 36.64	17.13
BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....	\$ 37.14	17.13

BROH0006-005 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX, BUTLER, WEST & HANOVER TOWNSHIPS), STARK & TUSCARAWAS).....	\$ 33.39	20.06

BROH0007-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (LAWRENCE).....	\$ 33.39	20.06

BROH0007-005 06/01/2023		
	Rates	Fringes
BRICKLAYER (PORTAGE & SUMMIT).....	\$ 32.40	19.30

BROH0007-010 06/01/2024		
	Rates	Fringes
MASON - STONE (PORTAGE & SUMMIT).....	\$ 33.39	20.06

BROH0008-001 06/01/2024		
	Rates	Fringes
BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD, CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL)....	\$ 33.39	20.06

BROH0009-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	\$ 33.39	20.06
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	\$ 31.45	19.01

BROH0010-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR, MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK & LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK & SALINE TOWNSHIPS)).....	\$ 33.39	20.06

BROH0014-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (HARRISON & JEFFERSON (EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE & SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE))..	\$ 33.39	20.06

BROH0016-002 06/01/2023		
	Rates	Fringes
BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE COUNTIES).....	\$ 32.40	19.30

BROH0018-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (GASPER, DIXON, ISRAEL, LANIER, SOMERS & GRATIS TOWNSHIPS) & WARREN COUNTIES:)).....	\$ 33.39	20.06

BROH0022-004 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (JACKSON, MONROE, HARRISON, TWIN, JEFFERSON & WASHINGTON TOWNSHIPS) AND SHELBY COUNTIES).....	\$ 33.39	20.06

BROH0032-001 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (GALLIA & MEIGS).....	\$ 33.39	20.06

BROH0035-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ALLEN, AUGLAIZE, MERCER AND VAN WERT COUNTIES).....	\$ 33.39	20.06

BROH0039-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ADAMS & SCIOTO).....	\$ 33.39	20.06

BROH0040-003 06/01/2024		
	Rates	Fringes

BRICKLAYER, STONEMASON (ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE AND WYANDOT (EXCEPT CRAWFORD, RIDGE, RICHLAND & TYMOCHTEE TOWNSHIPS) COUNTIES) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: \$2.50 ABOVE JOURNEYMAN RATE.....	\$ 33.39	20.06
--	----------	-------

BROH0044-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (BEAVER, BUFFALO, SENECA & WAYNE TOWNSHIPS) & PERRY COUNTIES:).....	\$ 33.39	20.06

BROH0045-002 06/01/2023		
	Rates	Fringes
BRICKLAYER, STONEMASON (FAYETTE, JACKSON, PIKE, ROSS AND VINTON COUNTIES).....	\$ 35.39	17.47

BROH0046-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (PERRY & BLOOM TOWNSHIPS) AND WYANDOT (TYMOCHTEE, CRAWFORD, RIDGE & RICHLAND TOWNSHIPS) COUNTIES & THE ISLANDS OF LAKE ERIE NORTH OF SANDUSKY) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: \$2.50 ABOVE JOURNEYMAN RATE.....	\$ 33.39	20.06

BROH0052-001 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ATHENS COUNTY).....	\$ 33.39	20.06

BROH0052-003 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (NOBLE (BROOKFIELD, NOBLE, CENTER, SHARON, OLIVE, ENOCH, STOCK, JACKSON, JEFFERSON & ELK TOWNSHIPS) AND WASHINGTON COUNTIES).....	\$ 33.39	20.06

BROH0055-003 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (DELAWARE, FRANKLIN, MADISON, PICKAWAY AND UNION COUNTIES).....	\$ 33.39	20.06

CARP0002-024 05/01/2025		
	Rates	Fringes
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER,		

CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 35.94	23.59
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 40.58	9.69

CARP0171-001 05/01/2025		
	Rates	Fringes
CARPENTER (MAHONING & TRUMBULL).....	\$ 33.19	25.02

CARP0171-002 05/01/2025		
	Rates	Fringes
CARPENTER (BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE).....	\$ 32.50	26.19

CARP0200-002 05/01/2025		
	Rates	Fringes
CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59
DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 39.41	10.40
PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59

CARP0285-001 05/01/2025		
	Rates	Fringes
CARPENTER (CARROLL, STARK, TUSCARAWAS AND WAYNE)....	\$ 34.07	24.28

CARP0285-002 05/01/2025		
	Rates	Fringes
CARPENTER (COSHOCOTON, HOLMES, KNOX & MORROW).....	\$ 33.38	24.69

CARP0285-008 05/01/2025		
	Rates	Fringes
CARPENTER (MEDINA, PORTAGE & SUMMIT).....	\$ 37.18	25.07

CARP0351-005 05/01/2025		
	Rates	Fringes
CARPENTER (LUCAS & WOOD).....	\$ 35.44	27.56

CARP0351-006 05/01/2025		
	Rates	Fringes
CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES).....	\$ 32.05	26.13

CARP0372-002 05/01/2025		
	Rates	Fringes
CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT).....	\$ 31.80	26.33

CARP0435-005 05/01/2025		
	Rates	Fringes
CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE).....	\$ 38.57	24.64

CARP0735-001 05/01/2025		
	Rates	Fringes
CARPENTER (ASHLAND, HURON & RICHLAND).....	\$ 34.67	23.57

CARP0735-002 05/01/2025		
	Rates	Fringes
CARPENTER (LORAIN).....	\$ 38.42	24.01

CARP0735-004 05/01/2025		
	Rates	Fringes
CARPENTER (ERIE).....	\$ 36.71	24.14

CARP0744-001 05/01/2025		
	Rates	Fringes
CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT).....	\$ 33.74	27.05

CARP1090-002 05/01/2025		
	Rates	Fringes
PILEDRIWMEN & DIVER'S TENDER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT) DIVERS - \$250.00 PER DAY.....	\$ 35.94	28.39

CARP1090-003 05/01/2025		
	Rates	Fringes
DIVER, WET (BELMONT, HARRISON, & MONROE).....	\$ 58.52	24.91
PILEDRIWMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE).....	\$ 39.01	24.91

CARP1090-004 05/01/2025		
	Rates	Fringes
DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE).....	\$ 49.82	25.40
PILEDRIWMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE).....	\$ 33.21	25.40

CARP1090-005 05/01/2025		
	Rates	Fringes
DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....	\$ 54.51	27.50
PILEDRIWMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....	\$ 36.34	27.50

CARP1090-006 05/01/2025		
	Rates	Fringes
DIVER, WET (COSHOCOTON, HOLMES, KNOX & MORROW).....	\$ 54.36	22.54
PILEDRIVERMEN; DIVER, DRY (COSHOCOTON, HOLMES, KNOX & MORROW).....	\$ 36.24	22.54

CARP1090-007 05/01/2025		
	Rates	Fringes
DIVER, WET (MAHONING & TRUMBULL).....	\$ 50.85	24.82
PILEDRIVERMEN; DIVER, DRY (MAHONING & TRUMBULL).....	\$ 33.90	24.82

CARP1090-008 05/01/2025		
	Rates	Fringes
PILEDRIVERMAN (COLUMBIANA & JEFFERSON).....	\$ 39.01	24.91

CARP1090-009 05/01/2025		
	Rates	Fringes
PILEDRIVERMEN & DIVER'S TENDER (CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD) DIVERS - \$250.00 PER DAY.....	\$ 37.98	28.63

ELEC0008-002 05/27/2024		
	Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 38.98	18.96
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 48.40	25.24

ELEC0032-003 06/01/2025		
	Rates	Fringes
ELECTRICIAN (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RIDGELAND, RIDGE & SALEM TOWNSHIPS)).....	\$ 39.17	23.60

ELEC0038-002 04/28/2025		
	Rates	Fringes
ELECTRICIAN, EXCLUDING SOUND & COMMUNICATIONS WORK. (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES: A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....	\$ 46.63	24.92

ELEC0038-008 04/28/2025		
	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: COMMUNICATIONS TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES: A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID		

VACATION FOR 2 OR MORE YEARS' SERVICE.....	\$ 34.30	14.95
SOUND & COMMUNICATION TECHNICIAN: INSTALLER TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES: A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....		
	\$ 33.05	14.91

ELEC0064-003 11/30/2025

	Rates	Fringes
ELECTRICIAN (COLUMBIANA (BUTLER, FAIRFIELD, PERRY, SALEM & UNITY TOWNSHIPS) MAHONING (AUSTINTOWN, BEAVER, BERLIN, BOARDMAN, CANFIELD, ELLSWORTH, COITSVILLE, GOSHEN, GREEN, JACKSON, POLAND, SPRINGFIELD & YOUNGSTOWN TOWNSHIPS), & TRUMBULL (HUBBARD & LIBERTY TOWNSHIPS)).....	\$ 41.49	21.81

ELEC0071-005 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 39.97	18.79
LINE CONSTRUCTION: EQUIPMENT OPERATOR: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 49.46	21.60
LINE CONSTRUCTION: GROUNDMAN: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 31.10	16.40
LINE CONSTRUCTION: GROUNDMAN: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 38.47	18.64
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 43.89	19.85
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 54.96	23.09

ELEC0071-010 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR	\$ 40.44	17.71
LINE CONSTRUCTION: GROUNDMAN	\$ 29.07	14.97
LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS	\$ 46.02	19.04

ELEC0082-002 12/02/2024

	Rates	Fringes
ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	\$ 38.00	22.49

ELEC0082-006 11/25/2024

	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).	\$ 13.85	5.30
SOUND & COMMUNICATION TECHNICIAN: INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR		

CREEK & FRANKLIN TOWNSHIPS)).....\$ 27.70		15.71

ELEC0129-003 02/24/2025		
	Rates	Fringes
ELECTRICIAN (LORAIN (EXCEPT COLUMBIA TOWNSHIP) & MEDINA (LITCHFIELD & LIVERPOOL TOWNSHIPS)).....\$ 42.95		18.81

ELEC0129-004 02/24/2025		
	Rates	Fringes
ELECTRICIAN (ERIE & HURON (LYME, RIDGEFIELD, NORWALK, TOWNSEND, WAKEMAN, SHERMAN, PERU, BRONSON, HARTLAND, CLARKSFIELD, NORWICH, GREENFIELD, FAIRFIELD, FITCHVILLE & NEW LONDON TOWNSHIPS)).....\$ 42.95		18.81

ELEC0141-003 06/02/2025		
	Rates	Fringes
CABLE SPLICER (BELMONT COUNTY).....\$ 42.94		27.74
ELECTRICIAN (BELMONT COUNTY).....\$ 39.25		31.23

ELEC0212-003 11/26/2018		
	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN (BROWN, CLERMONT & HAMILTON).....\$ 24.35		10.99

ELEC0212-005 06/02/2025		
	Rates	Fringes
ELECTRICIAN (BROWN, CLERMONT, AND HAMILTON COUNTIES).....\$ 38.05		22.97

ELEC0245-001 08/26/2024		
	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 32.95		17.08
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)): FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 20.59		13.62
LINE CONSTRUCTION: LINEMAN (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 47.07		21.03

ELEC0245-003 01/01/2025		
	Rates	Fringes
LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) : FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A		

RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 53.90	23.19
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 20.51	13.84
LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 47.17	21.31
LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 46.87	21.22
LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 37.50	18.60
LINE CONSTRUCTION: OPERATOR - CLASS 2 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 32.81	17.29
LINE CONSTRUCTION: TRAFFIC SIGNAL & LIGHTING TECHNICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....		
	\$ 42.18	19.91

	Rates	Fringes
LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 53.90	23.19
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 20.51	13.84
LINE CONSTRUCTION: LINEMAN (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 46.87	21.22
LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 37.50	18.60
LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 32.81	17.29

ELEC0246-001 10/28/2024

	Rates	Fringes
ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND JEFFERSON COUNTIES) FOOTNOTE: A. 1 1/2 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO CHRISTMAS & 4 HOURS ON GOOD FRIDAY.....	\$ 44.00	37.68

ELEC0306-005 05/27/2024

	Rates	Fringes
CABLE SPLICER (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)).....	\$ 46.81	20.95
ELECTRICIAN (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS,		

GREEN, MILTON, & WAYNE TOWNSHIPS)).....\$ 42.55	20.95

ELEC0317-002 06/02/2025	
	Rates Fringes
CABLE SPLICER (GALLIA & LAWRENCE).....\$ 32.68	18.13
ELECTRICIAN (GALLIA & LAWRENCE).....\$ 41.15	29.35

ELEC0540-005 06/30/2025	
	Rates Fringes
ELECTRICIAN (CARROLL (NORTHERN HALF, INCLUDING FOX, HARRISON, ROSE & WASHINGTON TOWNSHIPS), COLUMBIANA (KNOX TOWNSHIP), HOLMES, MAHONING (SMITH TOWNSHIP), STARK, TUSCARAWAS (NORTH OF AUBURN, CLAY, RUSH & YORK TOWNSHIPS), AND WAYNE (SOUTH OF BAUGHMAN, CHESTER, GREEN & WAYNE TOWNSHIPS) COUNTIES).....\$ 39.86	29.19

ELEC0573-003 06/01/2025	
	Rates Fringes
ELECTRICIAN (ASHTABULA (COLEBROOK, WAYNE, WILLIAMSFIELD, ORWELL & WINDSOR TOWNSHIPS), GEAUGA (AUBURN, MIDDLEFIELD, PARKMAN & TROY TOWNSHIPS), MAHONING (MILTON TOWNSHIP), PORTAGE (CHARLESTOWN, EDINBURG, FREEDOM, HIRAM, NELSON, PALMYRA, PARIS & WINDHAM TOWNSHIPS), AND TRUMBULL (EXCEPT LIBERTY & HUBBARD TOWNSHIPS)).....\$ 42.20	23.37

ELEC0575-001 05/29/2023	
	Rates Fringes
ELECTRICIAN (ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (BLOOMFIELD, FRANKLIN, HAMILTON, JEFFERSON, LICK, MADISON, SCIOTO, COAL, JACKSON, LIBERTY, MILTON & WASHINGTON TOWNSHIPS), PICKAWAY (DEER CREEK, PERRY, PICKAWAY, SALT CREEK & WAYNE TOWNSHIPS), PIKE (BEAVER, BENTON, JACKSON, MIFFLIN, PEBBLE, PEEPEE, PERRY, SEAL, CAMP CREEK, NEWTON, SCIOTO, SUNFISH, UNION & MARION TOWNSHIPS), ROSS, SCIOTO & VINTON (CLINTON, EAGLE, ELK, HARRISON, JACKSON, RICHLAND & SWAN TOWNSHIPS)).....\$ 37.00	22.26

ELEC0648-001 09/01/2025	
	Rates Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....\$ 30.50	18.23
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....\$ 38.00	24.16

ELEC0673-004 05/26/2025	
	Rates Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....\$ 33.81	21.47
ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON,	

HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....\$ 41.17	24.58
---	-------

ELEC0683-002 06/02/2025

Rates	Fringes
-------	---------

CABLE SPLICER (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES).....\$ 44.00	26.40
---	-------

ELECTRICIAN (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES).....\$ 43.00	26.37
---	-------

ELEC0688-003 05/30/2022

Rates	Fringes
-------	---------

ELECTRICIAN (ASHLAND, CRAWFORD, HURON (RICHMOND, NEW HAVEN, RIPLEY & GREENWICH TOWNSHIPS), KNOX (LIBERTY, CLINTON, UNION, HOWARD, MONROE, MIDDLEBERRY, MORRIS, WAYNE, BERLIN, PIKE, BROWN & JEFFERSON TOWNSHIPS), MARION, MORROW, RICHLAND AND WYANDOT (SYCAMORE, CRANE, EDEN, PITT, ANTRIM & TYMOCHTEE TOWNSHIPS) COUNTIES).....\$ 32.30	21.83
---	-------

ELEC0972-002 06/01/2024

Rates	Fringes
-------	---------

CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES)...\$ 40.25	33.33
---	-------

ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES).....\$ 40.00	33.32
---	-------

ELEC1105-001 05/27/2024

Rates	Fringes
-------	---------

ELECTRICIAN (COSHOCTON, GUERNSEY, KNOX (JACKSON, CLAY, MORGAN, MILLER, MILFORD, HILLIAR, BUTLER, HARRISON, PLEASANT & COLLEGE TOWNSHIPS), LICKING, MUSKINGUM, PERRY, AND TUSCARAWAS (AUBURN, YORK, CLAY, JEFFERSON, RUSH, OXFORD, WASHINGTON, SALEM, PERRY & BUCKS TOWNSHIPS) COUNTIES).....\$ 39.60	24.41
---	-------

ENGI0018-003 05/01/2024

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR
ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER
OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON
A RIG; CABLEWAY; COMBINATION CONCRETE MIXER &
TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY);
CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM
TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR
RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF
ERECTING, STATIONARY, TRACK OR TRUCK (ALL
CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER,
CLAM OR SUCTION); ELEVATING GRADER OR EUCLID
LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL;
HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL
TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK;

HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER; PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL; PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE); REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24" WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; WHEEL EXCAVATOR; AND ASPHALT PLANT ENGINEER (CLEVELAND DISTRICT ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 45.63	16.41
POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING MACHINE MORE THAN 48"; BULLDOZER; ENDLOADER; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT LBS THRUST); HYDRO MILLING MACHINE; KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY) ASPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24" WIDE & UNDER); VERMEER TYPE CONCRETE SAW; AND MAINTENANCE OPERATORS (PORTAGE AND SUMMIT COUNTIES ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 45.53	16.41
POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY); BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4" & OVER DISCHARGE); ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); WELDING MACHINES; AND RAILROAD TIE INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS \$4.00 PER HOUR). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 44.49	16.41
POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48" OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER; DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORKLIFT; FORM TRENCHER; HYDRO HAMMER EXPECT MASONARY; HYDRO SEEDER; PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST	

HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER; POWER FORM HANDLING EQUIPMENT; ROAD WIDENING TRENCHER; ROLLER (BRICK, GRADE & MACADAM); SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY COMPACTOR WITH INTEGRAL POWER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 43.27	16.41
POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONRY FORK LIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4"" DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES - COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).\$ 37.98	16.41
POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC & BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 46.63	16.41
POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).\$ 46.63	16.41

ENGI0018-004 05/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR
ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER
OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON
A RIG; CABLEWAY; COMBINATION CONCRETE MIXER &
TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY);
CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM
TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR
RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF
ERECTING, STATIONARY, TRACK OR TRUCK (ALL
CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER,
CLAM, OR SUCTION); ELEVATING GRADER OR EUCLID
LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL;
HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL
TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK;
HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE
TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL
TRACTOR; LOCOMOTIVE (STANDING GAUGE); MAINTENANCE
OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE
DRUM); MUCKING MACHINE; MULTIPLE SCRAPER;
PILEDIVING MACHINE (ALL TYPES); POWER SHOVEL;
PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL
TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE);
REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY
DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT
WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER
DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24""
WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT;
TUNNEL MACHINE AND/OR MINING MACHINE; AND WHEEL
EXCAVATOR. (ADAMS, ALLEN, ASHLAND, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL,
CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON,
CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON,

HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....\$ 44.14

16.41

POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.' BORING MACHINE MORE THAN 48"; BULLDOZER; ENDLOADER; HYDRO MILLING MACHING; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT. LBS. THRUST); KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY); ASPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24" WIDE & UNDER); AND VERMEER TYPE CONCRETE SAW. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....\$ 44.02

16.41

POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER; BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4" & OVER DISCHARGE); RAILROAD TIE INSERTER/REMOVER; ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); AND WELDING MACHINES; ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS \$4.00 PER HOUR). (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT,

VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....\$ 42.98	16.41
POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48" OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER: DECKAHD: FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORK LIFT; FORM TRENCHER; HYDRO HAMMER EXCEPT MASONARY; HYDRO SEEDER; PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER; POWER FORM HANDLING EQUIPMENT; ROAD WIDENING TRENCHER; ROLLER (BRICK, GRADE, & MACADAM); SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING SHEEPFOOT, ROLLER, OR GRADER); AND VIBRATORY COMPACTOR WITH INTEGRAL POWER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....\$ 41.80	
	16.41
POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONARY FORKLIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4" DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES-COMPACT, TRACK, OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....\$ 36.34	
	16.41
POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC & BOOM FROM 150 TO 180. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON,	

HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....	\$ 45.14	16.41
--	----------	-------

POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180 AND OVER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....	\$ 45.14	16.41
---	----------	-------

ENGI0066-023 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 37.19	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 2 - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE;		

REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 36.92	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF-PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 32.06	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 4 - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPULATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 28.77	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 25.94	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - A & B- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 44.63	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - A & B - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER;		

CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP;
 CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED;
 CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE
 SPREADER FINISHER; COMBINATION, BIDWELL MACHINE;
 CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH
 TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER;
 DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT
 TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE;
 DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR
 MEDIAN BARRIER MACHINE (OR SIMILAR TYPE);
 ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY;
 SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS
 OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY
 & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL
 DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE;
 KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER,
 ELEVATING; LOADER, FRONT END; LOADER, SKID STEER;
 LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER
 WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING
 MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM
 (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM;
 POST DRIVER (CARRIER MOUNTED); POWER DRIVEN
 HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR
 LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE;
 REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED
 TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL
 OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR
 SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB
 MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE
 PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM;
 TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE;
 TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR
 SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 44.30 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT;
 BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE,
 MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING
 MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE
 TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE
 FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE
 SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY);
 FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING
 OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK
 OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL
 DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH
 OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC
 SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING
 BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT
 FIREPERSON (POWER AGITATED); REFRIGERATION PLANT;
 ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING
 MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE
 MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE;
 SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR
 SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING
 & TRUMBULL COUNTIES).....\$ 38.47 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 4 - A & B - AIR CURTAIN
 DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED;
 BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB
 BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR
 SET; GENERATOR-STEAM; HEATER-PORTABLE POWER;
 HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER
 DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR
 MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE;

PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 34.52	24.30
POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - A & B - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 31.13	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - C & D - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 40.91	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER & LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 40.61	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE		

FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 35.27	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPULATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 31.65	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 28.53	24.30

IRON0017-002 05/01/2024

Rates

Fringes

IRONWORKER: ORNAMENTAL, REINFORCING, & STRUCTURAL (ASHTABULA (NORTH OF ROUTE 6, STARTING AT THE GEAUGA COUNTY LINE, PROCEEDING EAST TO STATE ROUTE 45), CUYAHOGA, ERIE (EASTERN 2/3), GEAUGA, HURON (EAST OF A LINE DRAWN FROM THE NORTH BORDER THROUGH MONROEVILLE & WILLARD), LAKE, LORAIN, MEDINA (NORTH OF OLD RTE. #224), PORTAGE (WEST OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD), AND SUMMIT (NORTH OF OLD RTE. #224, INCLUDING CITY LIMITS OF BARBERTON) COUNTIES).....	\$ 36.83	29.01
---	----------	-------

IRON0017-010 05/01/2024

Rates

Fringes

IRONWORKER: STRUCTURAL, INCLUDING METAL BUILDING ERECTION & REINFORCING (ASHTABULA (EASTERN PART FROM LAKE ERIE ON THE NORTH TO ROUTE #322 ON THE SOUTH TO INCLUDE CONNEAUT, KINGSVILLE, SHEFFIELD, DENMARK, DORSET, CHERRY VALLEY, WAYNE, MONROE, PIERPONT, RICHMOND, ANDOVER & WILLIAMSFIELD TOWNSHIPS)).....	\$ 36.83	29.01
---	----------	-------

IRON0044-001 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING (ADAMS (WESTERN PART), BROWN, BUTLER (SOUTHERN PART), CLERMONT, CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) AND WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE) COUNTIES).....	\$ 38.27	23.90

IRON0044-002 06/01/2025

	Rates	Fringes
IRONWORKER: FENCE ERECTOR (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....	\$ 35.88	23.90
IRONWORKER: ORNAMENTAL; STRUCTURAL (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....	\$ 37.77	23.90

IRON0055-003 07/01/2024

	Rates	Fringes
IRONWORKER: ALL OTHER WORK (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....	\$ 29.77	21.30
IRONWORKER: FENCE ERECTOR (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....	\$ 29.77	21.30
IRONWORKER: FLAT ROAD MESH (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH		

OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 26.40	24.62
IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 35.50	
	29.20

IRON0147-002 06/01/2025

	Rates	Fringes
IRONWORKER (ALLEN (NORTHERN HALF), DEFIANCE (NORTHERN PART, EXCLUDING SOUTH OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), MERCER (NORTHERN HALF), PAULDING, PUTNAM (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOUTHERN BORDER), VAN WERT, AND WILLIAMS (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER) COUNTIES).....\$ 38.00		26.39

IRON0172-002 06/01/2025

	Rates	Fringes
IRONWORKER (CHAMPAIGN (EASTERN ONE-THIRD), CLARK (EASTERN ONE-FOURTH), COSHOCTON (WEST OF A LINE BEGINNING AT THE NORTHWESTERN COUNTY LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTHERN COUNTY LINE), CRAWFORD (SOUTH OF RTE. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (EXCLUDING A LINE DRAWN FROM ROUNDHEAD TO MAYSVILLE), HIGHLAND (EASTERN ONE-FIFTH), HOCKING, JACKSON (NORTHERN HALF), KNOX, LICKING, LOGAN (EASTERN ONE-THIRD), MADISON, MARION, MORROW, MUSKINGUM (WEST OF A LINE.....\$ 40.87		23.15

IRON0207-004 06/01/2025

	Rates	Fringes
IRONWORKER: LAYOUT; SHEETER (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 37.26		28.16
IRONWORKER: ORNAMENTAL; REINFORCING; STRUCTURAL (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 36.26		28.16

IRON0290-002 06/01/2025

	Rates	Fringes
IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST		

COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68 INTERSECTS THE NORTHERN COUNTY LINE), CLARK (WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EA.....\$ 37.39	25.35
--	-------

IRON0549-003 12/01/2022	Rates	Fringes
IRONWORKER (BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (EXCLUDING PORTION WEST OF A LINE STARTING AT ADAMS MILL GOING TO ADAMSVILLE AND GOING FROM ADAMSVILLE THROUGH BLUE ROCK TO THE SOUTH BORDER)).....\$ 35.19		25.66

IRON0550-004 05/01/2024	Rates	Fringes
IRONWORKERS: STRUCTURAL, ORNAMENTAL AND REINFORCING (ASHLAND, CARROLL, COLUMBIANA (W. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), COSHOCTON (E. OF A LINE BEGINNING AT NW CO. LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTH CO. LINE), HOLMES, HURON (S. OF OLD RTE. #224), MAHONING (S. OF OLD RTE. #224), MEDINA (S. OF OLD RTE. #224), PORTAGE (S. OF OLD RTE. #224), RICHLAND, STARK, SUMMIT (S. OF OLD RTE. #224, EXCLUDING CITY LIMITS OF BARBERTON), TUSCARAWAS, & WAYNE).....\$ 34.70		22.88

IRON0769-004 06/01/2025	Rates	Fringes
IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO).....\$ 39.70		29.59

IRON0787-003 06/01/2025	Rates	Fringes
IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES).....\$ 36.10		24.65

LAB00265-008 05/01/2024	Rates	Fringes
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 35.52		14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK);		

GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (CUYAHOGA, GEauga & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 37.18	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 35.95	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B) (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 35.69	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW	

PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B) (CUYAHOGA, GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 37.35	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B) (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.\$ 36.12	14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 36.02	14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER (CUYAHOGA, GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....\$ 37.68	14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER (ASHTABULA, ERIE, HURON,	

LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....	\$ 36.45	14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....	\$ 36.90	14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON (CUYAHOGA, GEAUGA & LAKE COUNTIES) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....	\$ 38.13	14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON (REMAINING COUNTIES OF OHIO) TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.....	\$ 36.47	14.45
LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION (CUYAHOGA AND GEAUGA COUNTIES ONLY).....	\$ 38.56	14.45

PAIN0006-002 05/01/2023

Rates

Fringes

PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 30.75	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.15	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 3- SPRAY PAINTING; CLOSED STEEL ABOVE 55 FEET; BRIDGES & OPEN STRUCTURAL STEEL; TANKS - WATER TOWERS; BRIDGE PAINTERS; BRIDGE RIGGERS; CONTAINMENT BUILDERS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.45	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))	\$ 37.01	18.95
PAINTER COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.25	18.95
PAINTER COMMERCIAL REPAINT GROUP 2- SANDBLASTING &		

BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.65	18.95
PAINTER COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING..	\$ 29.95	18.95

PAIN0007-002 07/01/2025

Rates

Fringes

PAINTER NEW COMMERCIAL WORK GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. REPAINT IS 90% OF GROUP RATE.....	\$ 33.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 2- REFINERIES & REFINERY TANKS; SURFACES 30 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALYZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH,		

ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....\$ 34.66	23.88
--	-------

PAIN0012-008 05/01/2019

	Rates	Fringes
PAINTER: GROUP 1- BRIDGE EQUIPMENT TENDER; BRIDGE/CONTAINMENT BUILDER (BUTLER COUNTY).....\$ 21.95		10.20
PAINTER: GROUP 2- BRUSH & ROLLER (BUTLER COUNTY)....\$ 25.30		10.20
PAINTER: GROUP 3- SPRAY (BUTLER COUNTY).....\$ 25.80		10.20
PAINTER: GROUP 4- SANDBLASTING; & WATERBLASTING (BUTLER COUNTY).....\$ 26.05		10.20
PAINTER: GROUP 5- ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE; & LEAD ABATEMENT (BUTLER COUNTY).....\$ 26.30		10.20

PAIN0012-010 05/01/2019

	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT, HAMILTON & WARREN).....\$ 21.95		10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGES WHEN HIGHEST POINT OF CLEARANCE IS 60 FEET OR MORE; & LEAD ABATEMENT PROJECTS (BROWN, CLERMONT, HAMILTON & WARREN).....\$ 26.30		10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN).....\$ 25.30		10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SANDBLASTING & HOPPER TENDER; WATER BLASTING (BROWN, CLERMONT, HAMILTON & WARREN).....\$ 26.05		10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SPRAY (BROWN, CLERMONT, HAMILTON & WARREN).....\$ 25.80		10.20

PAIN0093-001 12/01/2024

	Rates	Fringes
PAINTER: BRIDGES; LOCKS; DAMS; TENSION TOWERS; & ENERGIZED SUBSTATIONS (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....\$ 36.44		24.46
PAINTER: POWER GENERATING FACILITIES (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....\$ 33.29		24.46

PAIN0249-002 05/01/2025

	Rates	Fringes
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 29.15		13.97
PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 33.09		13.97
PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 29.90		13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 30.10		13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 30.65		13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR		

CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 37.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 33.86	13.97
PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 40.86	13.97

PAIN0356-002 09/01/2009

	Rates	Fringes
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 27.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 34.60	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 20.93	7.25
PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 25.82	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 21.40	7.25
PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 25.42	7.25
PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 28.63	7.25

PAIN0438-002 12/01/2023

	Rates	Fringes
PAINTER: BRIDGES, LOCKS, DAMS, TENSION TOWERS & ENERGIZED SUBSTATIONS (BELMONT, HARRISON AND JEFFERSON COUNTIES).....	\$ 36.09	19.49
PAINTER: POWER GENERATING FACILITIES (BELMONT, HARRISON AND JEFFERSON COUNTIES).....	\$ 32.94	19.49

PAIN0476-001 06/01/2025

	Rates	Fringes
PAINTER: GROUP 1- PAINTERS, BRUSH & ROLLER (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 30.64	18.36
PAINTER: GROUP 2- BRIDGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 40.27	18.36
PAINTER: GROUP 3- STRUCTURAL STEEL (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 40.27	18.36
PAINTER: GROUP 4- SPRAY, EXCEPT BAR JOIST/DECK (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 31.14	18.36
PAINTER: GROUP 5- EPOXY/MASTIC; SPRAY- BAR JOIST/DECK; WORKING ABOVE 50 FEET; AND SWINGSTAGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 31.29	18.36
PAINTER: GROUP 6- TANKS; SANDBLASTING (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 35.27	18.36
PAINTER: GROUP 7- TOWERS; STACKS (COLUMBIANA, MAHONING, AND TRUMBULL COUNITIES).....	\$ 32.64	18.36

PAIN0555-002 01/01/2025

	Rates	Fringes
PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 33.32	21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)..	\$ 35.02	21.54
PAINTER: GROUP 3- SAND BLASTING; SPRAY; STEAM CLEANING; PRESSURE WASHING; EPOXY & TWO COMPONENT MATERIALS; LEAD ABATEMENT; HAZARDOUS WASTE; TOXIC MATERIALS; BULK & STORAGE TANKS OF 25,000 GALLON		

CAPACITY OR MORE; ELEVATED TANKS (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 36.72	21.54
PAINTER: GROUP 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 40.03	21.54

PAIN0639-001 05/01/2011

Rates

Fringes

SIGN PAINTER & ERECTOR FOOTNOTES: A. 7 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY & 1 FLOATING DAY B. VACATION PAY: AFTER 1 YEAR'S SERVICE - 5 DAYS' PAID VACATION; AFTER 2, BUT LESS THAN 10 YEARS' SERVICE - 10 DAYS' PAID VACATION; AFTER 10, BUT LESS THAN 20 YEARS' SERVICE - 15 DAYS' PAID VACATION; AFTER 20 YEARS' SERVICE - 20 DAYS' PAID VACATION C. FUNERAL LEAVE UP TO 3 DAYS MAXIMUM PAID LEAVE FOR DEATH OF MOTHER, FATHER, BROTHER, SISTER, SPOUSE, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENT AND INLAW PROVIDED EMPLOYEE ATTENDS FUNERAL.....	\$ 20.61	3.50
---	----------	------

PAIN0788-002 06/01/2024

Rates

Fringes

PAINTER: BRUSH & ROLLER (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....	\$ 29.13	17.52
PAINTER: STRUCTURAL STEEL (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....	\$ 30.73	17.52

PAIN0813-005 12/01/2008		
	Rates	Fringes
PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS & VINTON).....	\$ 24.83	10.00
PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS (GALLIA, LAWRENCE, MEIGS & VINTON).....	\$ 27.83	10.00

PAIN0841-001 07/01/2025		
	Rates	Fringes
PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 31.93	18.15
PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.58	18.15
PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.68	18.15
PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.78	18.15
PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 33.18	18.15
PAINTERS: GROUP 6- PUBLIC & COMMERCE TRANSPORTATION, STEEL OR GALVANIZED, BRIDGES, TUNNELS & RELATED SUPPORT ITEMS (CONCRETE) (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 38.60	18.15
PAINTERS: GROUP 7- SYNTHETIC EXTERIOR, DRYWALL FINISHER AND/OR TAPER, DRYWALL FINISHER AND FOLLOW-UP MAN USING AUTOMATIC TOOLS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 33.18	18.15

PAIN0841-002 07/01/2025		
	Rates	Fringes
PAINTER: BRIDGES; TOWERS, POLES & STACKS; SANDBLASTING STEEL; STRUCTURAL STEEL & METALIZING (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 33.18	18.15
PAINTER: BRUSH & ROLLER (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 31.93	18.15
PAINTER: SPRAY; TANK INTERIOR & EXTERIOR (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 32.78	18.15

PAIN1020-002 07/01/2025		
	Rates	Fringes
PAINTER: BRUSH & ROLLER (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS		

COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 27.59	18.54
PAINTER: DRYWALL FINISHING & TAPING (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES): LL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54
PAINTER: LEAD ABATEMENT (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 29.34	18.54
PAINTER: SPRAY, SANDBLASTING PRESSURE CLEANING, & REFINERY (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54
PAINTER: SWING STAGE, CHAIR, SPIDERS, & CHERRY PICKERS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 27.84	18.54
PAINTER: WALLCOVERINGS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$1.00 PREMIUM	APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54

PAIN1275-002 05/01/2025

	Rates	Fringes
PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 37.26		15.16
PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 30.20		15.16
PAINTER: SANDBLASTING; STEAMCLEANING; WATERBLASTING (3500 PSI OR OVER)& HAZARDOUS WORK (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 32.35		15.16
PAINTER: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 32.15		15.16
PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 34.46		15.16
PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....\$ 30.50		15.16

PLAS0109-001 06/01/2025		
	Rates	Fringes
PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES).....	\$ 33.00	23.83

PLAS0109-003 06/01/2025		
	Rates	Fringes
PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES).....	\$ 33.00	23.83

PLAS0132-002 07/01/2025		
	Rates	Fringes
PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES).....	\$ 31.35	17.65

PLAS0404-002 05/01/2018		
	Rates	Fringes
PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES).....	\$ 29.63	17.11

PLAS0404-003 05/01/2018		
	Rates	Fringes
PLASTERER (LORAIN COUNTY).....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		
	Rates	Fringes
PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		
	Rates	Fringes
PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES).....	\$ 28.21	17.11

PLAS0886-001 07/01/2025		
	Rates	Fringes
PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES).....	\$ 36.65	25.60

PLAS0886-003 07/01/2025		
	Rates	Fringes
PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA).....	\$ 36.65	25.60

PLAS0886-004 07/01/2025		
	Rates	Fringes
PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT).....	\$ 35.29	23.07

PLUM0042-002 07/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW,		

RICHLAND & WYANDOT).....\$ 43.02	26.45

PLUM0050-002 06/30/2025	
	Rates Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....\$ 51.00	32.56

PLUM0055-003 05/05/2025	
	Rates Fringes
PLUMBER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. OF RTE. #18 & SMITH ROAD) & SUMMIT (N. OF RTE. #303, INCLUDING THE CORPORATE LIMITS OF THE CITY OF HUDSON)).....\$ 44.86	30.03

PLUM0083-001 07/01/2023	
	Rates Fringes
PLUMBER AND STEAMFITTER (BELMONT & MONROE (NORTH OF RTE. #78)).....\$ 35.94	37.35

PLUM0094-002 05/01/2025	
	Rates Fringes
PLUMBER/PIPEFITTER (CARROLL (NORTHERN HALF), STARK, AND WAYNE COUNTIES).....\$ 47.48	27.14

PLUM0120-002 05/01/2025	
	Rates Fringes
PIPEFITTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (THE C.E.I. POWER HOUSE IN AVON LAKE), MEDINA (N. OF RTE. #18) & SUMMIT (N. OF #303)).....\$ 49.17	28.55

PLUM0162-002 06/01/2024	
	Rates Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 43.05	27.18

PLUM0168-002 06/01/2025	
	Rates Fringes
PLUMBER/PIPEFITTER (MEIGS, MONROE (SOUTH OF RTE. #78), MORGAN (SOUTH OF RTE. #78) & WASHINGTON).....\$ 40.92	37.20

PLUM0189-002 06/01/2025	
	Rates Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION).....\$ 53.00	27.59

PLUM0219-002 06/01/2025	
	Rates Fringes
PLUMBER AND STEAMFITTER (MEDINA (RTE. #18 FROM EASTERN EDGE OF MEDINA CO., WEST TO EASTERN CORPORATE LIMITS OF THE CITY OF MEDINA, & ON THE COUNTY ROAD FROM THE WEST CORPORATE LIMITS OF MEDINA RUNNING DUE WEST TO AND THROUGH COMMUNITY OF RISLEY TO THE WESTERN EDGE OF MEDINA COUNTY - ALL	

TERRITORY SOUTH OF THIS LINE), PORTAGE, AND SUMMIT (S. OF RTE. #303) COUNTIES).....	\$ 46.87	28.39

PLUM0392-002 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (BROWN, BUTLER, CLERMONT, HAMILTON & WARREN).....	\$ 43.30	27.40

PLUM0396-001 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES).....	\$ 40.55	29.25

PLUM0495-002 06/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE, MONROE, UNION, LEE, ORANGE, PERRY & LOUDON TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78 & FROM MCCONNELSVILLE WEST ON STATE RTE. #37 TO THE PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND TUSCARAWAS COUNTIES).....	\$ 39.32	37.60

PLUM0577-002 06/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON).....	\$ 42.65	28.56

PLUM0776-002 07/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT COUNTIES).....	\$ 42.76	30.81

TEAM0377-003 05/01/2025		
	Rates	Fringes
TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 34.26	18.85
TRUCK DRIVER: GROUP 2- TRACTOR-TRAILER COMBINATION: FUEL; POLE TRAILER; READY MIX; SEMI-TRACTOR; & ASPHALT OIL SPRAYBAR MAN WHEN OPERATED FROM CAB; 5 AXLES & OVER; BELLY DUMP; END DUMP; ARTICULATED DUMP; HEAVY DUTY EQUIPMENT; LOW BOY; & TRUCK MECHANIC (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 35.26	18.85

TEAM0436-002 05/01/2025		
	Rates	Fringes
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE).....	\$ 34.92	19.30
TRUCK DRIVER: GROUP 2- SEMI FUEL, SEMI TRACTOR,		

EUCLIDS, DARTS, TANK, ASPHALT SPREADERS, LOW BOYS,
CARRY-ALL, TOURNA-ROCKERS, HI-LIFTS, EXTRA LONG
TRAILERS, SEMI-POLE TRAILERS, DOUBLE HOOK-UP
TRACTOR TRAILERS INCLUDING TEAM TRACK & RAILROAD
SIDING, SEMI-TRACTOR & TRI-AXLE TRAILER, TANDEM
TRACTOR & TANDEM TRAILER, TAG ALONG TRAILER,
EXPANDABLE TRAILER OR TOWING REQUIRING ROAD
PERMITS, READY-MIX (AGITATOR OR NON-AGITATOR), BULK
CONCRETE DRIVER, DRY BATCH TRUCK, ARTICULATED END
DUMP (CUYAHOGA, GEauga & LAKE).....\$ 35.73 19.30

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

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

Note: Executive Order 13658 generally applies to contracts subject to
the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers at
least \$13.65 per hour (or the applicable wage rate listed on this wage
determination, if it is higher) for all hours spent performing on the
contract from May 11, 2026, through December 31, 2026. The applicable
Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

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

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

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

=====

END OF GENERAL DECISION"

BID FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Legal Notice.