

City of Mentor

BID SET

**Design and Build of up to 25 Double Slip
Floating Docks Located at the Mentor
Lagoons Marina**

January 2023

Prepared under the supervision of

Kenn Kaminski, Parks Director

Date January 23, 2023

CITY OF MENTOR OFFICIALS

ADMINISTRATION

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Joseph P. Szeman, Law Director

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ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the Purchasing Office, 2nd Floor, 8500 Civic Center Blvd., Mentor, Ohio 44060, **until NOON (local time) on Monday, February 13, 2023** and will be opened at 1st Floor Conference Room and read immediately thereafter:

**Design and Build of up to 25 Double Slip Floating Docks
Located at the Mentor Lagoons Marina**

A pre-proposal conference is scheduled on Wednesday, February 7, 2023 at 11:00 am, City of Mentor, 8500 Civic Center Blvd, Mentor, Ohio 44060, 1st Floor conference Room. Bidders shall examine the site and local conditions prior.

Bids must be in accordance with specifications and on the City of Mentor website: www.cityofmentor.com/category/rfp. or RFP's will be available for pick-up at the Purchasing Office for the cost of printing. The bidder shall be responsible to check for Addenda and obtain same from the web site.

BY ORDER OF

Kenneth J. Filipiak, City Manager

Publish: *News-Herald*

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SECTION 1
BID DOCUMENTS AND BID FORMS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 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 so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed 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.
- 1.4 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.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw his bid prior to the opening of bids, he shall state his purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to him unread.
- 1.9 After the opening of bids, no Bidder may withdraw his bid for a period of 60 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 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 Owner 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 his bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 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 his bid.
- 2.4 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.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that he has 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.

PART 3 ESTIMATED QUANTITIES

- 3.1 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 Owner are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract 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 his ordering materials.
- 3.3 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. It is understood that the scheduled quantities of work to be done and materials to be furnished for items labeled as "Contingency" may be increased or diminished by any amount and the awarded quantity of all other items may be increased or diminished up to 15% without in any way invalidating the bid unit prices.
- 3.4 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 Owner, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide 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.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and 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.
- 4.3 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.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 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.

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors 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.
- 5.2 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 his bid without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 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 bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom he has reasonable objection.

PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 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 his 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."
- 6.3 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.
- 6.4 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.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. Any other matter allowed by law or local ordinance or resolution.
- 6.6 Owner may conduct further investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, 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.
- 6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 6.8 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with his bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
 - B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms.
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor

non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

11.1 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.2 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 A signed statement shall be included in the contract documents.

PART 13 ORIGINAL DOCUMENTS

13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

14.1 The bidder shall be responsible to check for Addenda and obtain same from the web site.

PRICES TO INCLUDE

PART 1 GENERAL

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. The amount bid for each bid item shall include the following:

- 1.1 All labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents.
- 1.2 All assistance required by the Engineer to verify compliance with the contract documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 All provisions necessary to protect workers, the general public and property along the work in accordance with the contract documents.
- 1.5 Reimbursement to Owner for costs for re-inspection or retesting of any work not installed in compliance with the contract documents.
- 1.6 Mobilization.
- 1.7 Bonds and Insurances (including “per project aggregate” limit endorsement, “Owner/Contractor Protective Policy,” “All Risk Builder’s Risk Insurance,” and/or “Installation Floater Insurance,” as required; **and any endorsements to fully comply with all contract requirements**).
- 1.8 Construction staking of the improvements.
- 1.9 All erosion control measures as needed.
- 1.10 Restoration, seeding and mulching.

PART 2 ITEMS

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

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF _____)

) SS

COUNTY OF _____)

_____, being first duly sworn, deposes and says
(Individual Name)

that he/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

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

Affiant

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____,
(Individual Name)

Secretary of _____ an _____ Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the _____ day of _____, 20____, adopted a resolution authorizing the _____ of this
(Corporation Title, i.e., President, Vice President, etc.)

Company, namely, _____, to sign bid proposals, sign and
(Individual Name)

enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said _____ in his sole discretion shall deem best, and that said actions

(Corporation Title, i.e., President, Vice President, etc.)
shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at _____, _____ this _____ day
(City) (State)
of _____, 20____, and I further certify that said resolution is still in full force and effect.

Corporate Secretary

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

2. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

5. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Provide data for the last five (5) years. Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Total Project Cost: \$ _____ Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) ___ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: () _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Total Project Cost: \$ _____ Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) ___ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: () _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Total Project Cost: \$ _____ Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) ___ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: () _____

Your Bonding Company on this project (if any): _____

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

PROJECT: _____

OWNER: _____

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is one year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
PHONE NO.: _____	PHONE NO.: _____

*Attach Power of Attorney

BID SECURITY

**CONTRACTOR SHALL STAPLE ONE OF THE FOLLOWING FORMS
OF BID SECURITY TO THE FRONT OF THIS PAGE AND
SUBMIT WITH THE BID.**

CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID

OR

IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID

OR

**BOND (BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND") FOR
100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571**

STATEMENT OF BIDDER QUALIFICATIONS

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Federal Tax Identification Number: _____

State Tax Identification Number: _____

**PROPOSAL TO THE CITY OF MENTOR
DESIGN AND BUILD OF UP TO 25 DOUBLE SLIP FLOATING DOCKS**

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	DESIGN	LABOR	MATERIAL	TOTAL PRICE	TOTAL
		25 DBL SLIP FLOATING DOCKS	LUMP	\$	\$	\$	\$	\$
1	GENERAL TRADES							
2	CONTINGENCY DISCRETIONARY ALLOWANCE	1.00	LUMP					\$40,000.00
							FORMAL TOTAL BID \$	_____

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

TO: Contractor

PROJECT: DESIGN AND BUILD OF UP TO 25 DOUBLE SLIP FLOATING DOCKS
LOCATED AT THE MENTOR LAGOONS MARINA

You are notified that your Bid which was opened on _____ has been accepted for items in the amount of \$0.00 at the unit bid prices as reflected in the bid tabulation contained herein for Base Bid and Alternates.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

Date

ACKNOWLEDGMENT

CONTRACTOR

Contractor, President

Date

CONTRACT

FOR DESIGN AND BUILD OF UP TO 25 DOUBLE SLIP FLOATING DOCKS LOCATED AT THE MENTOR LAGOONS MARINA

THIS AGREEMENT, made and entered into at Mentor, Ohio, this _____ day of _____, 2023, by and between the City of Mentor (“OWNER”), Ohio and Contractor (“CONTRACTOR”).

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$500.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$0.00.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

CONTRACTOR

Contractor, President

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

I hereby certify that funds in the amount of 00/100 Dollars (\$0.00) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

David W. Malinowski, Finance Director

APPROVED AS TO FORM:

Joseph P. Szeman, Law Director

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICE**
- B) **CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
- C) **CERTIFICATE OF WORKER'S COMPENSATION**
- D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**
Submitted bond complying with ORC 153.54 and 153.571 (rollover bond) with Bid

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

CONTRACTOR, having been awarded a contract by the City of Mentor, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

This statement shall be incorporated into the Contract made between City of Mentor, Ohio, and CONTRACTOR, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

CONTRACTOR

Contractor, President

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF _____

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - Corporation organized and existing under the laws of the State of _____
 - Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 2023.

Notary Public

My commission expires: _____

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CONTRACTOR

Contractor, President

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

NOTICE TO PROCEED

Project: DESIGN AND BUILD OF UP TO 25 DOUBLE SLIP FLOATING DOCKS LOCATED
AT THE MENTOR LAGOONS MARINA

Owner: City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060

To: Contractor

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by SEPTEMBER 30, 2023.

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

**CONTRACTOR SHALL COMPLETE THE FOLLOWING AND RETURN
WITHIN 10 DAYS OF NOTICE OF AWARD:**

A) FINDINGS FOR RECOVERY – ORC 9.24

**B) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**C) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF
CONTRACT EXECUTION – ORC 153.64 (if applicable)**

SECTION 3
GENERAL CONDITIONS

ARTICLE 1 - DB'S RESPONSIBILITIES

1.1 Nondiscrimination.

1.1.1 The DB shall comply with Applicable Law regarding equal employment opportunity, including R.C. § 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1. As required by R.C. § 153.59, the DB agrees to both of the following:
"That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;" and
"That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color."
2. The DB shall cooperate fully with any official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.
3. In the event the DB fails to comply with these nondiscrimination clauses, the Owner shall deduct from the amount payable to the DB a forfeiture of the statutory penalty pursuant to R.C. § 153.60 for each person who is discriminated against or intimidated in violation of this Section 1.1.1.
4. Pursuant to R.C. § 153.60, the Contract may be terminated or suspended in whole or in part by the Owner and all money to become due hereunder may be forfeited in the event of a subsequent violation of this Section 1.1.1.

1.2 Prevailing Wages.

1.2.1 The DB shall comply with the prevailing wage requirements described within R.C. Chapter 4115 that include, without limitation, the requirements described under this Section 1.2.

1.2.2 If the Project is subject to payment of prevailing wage rates, the DB shall:

1. pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau;
2. post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract;
3. ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and
4. not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

1.3 Royalties and Patents.

1.3.1 The DB shall pay all royalties, license fees, and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

1.3.2 If the DB has reason to believe that use of the specified item is subject to patent or copyright protection, the DB shall immediately notify the Owner.

1.4 Assignment of Antitrust Claims.

1.4.1 By signing the Contract, the DB assigns, conveys and transfers to the Owner any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust

laws relating to any goods, products, or services purchased, procured, or rendered to the Owner pursuant to the Contract.

1.5 Use of Domestic Steel.

1.5.1 The DB is required to supply, if commercially available within the Project schedule, domestically produced steel products used for load bearing structural purposes.

1.5.2 The DB and Subcontractors shall comply with R.C. § 153.011 regarding the specification and use of domestically produced steel products, and furnish the certifications required by Section 5.19.4, except, if domestic steel is not commercially available within the Project schedule, DB shall certify the facts and circumstances supporting that conclusion.

1.6 Drug Free Safety Program Participation.

1.6.1 Throughout the performance of the Work, the DB shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in R.C. § 153.03 ("OBWC-approved DFSP").

1.6.2 As required under R.C. § 153.03(E):

1. "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement."
2. "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvement."
3. "Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."
4. "Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.6.3 Prior to authorizing a Subcontractor to commence Work on the Site, the DB shall obtain the Owner's approval, and shall also submit written confirmation of the Subcontractor's enrollment to the Owner.

1.6.4 In addition to OBWC-approved DFSP Basic requirements, the DB, each Subcontractor, and each Separate Contractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the onsite supervisors of the DB, Subcontractors, and Separate Contractors. Basic random drug testing shall otherwise comply with the same testing guidelines and

criteria as required for OBWC-approved advanced testing. The DB and each Subcontractor shall provide evidence of required testing to the Owner upon request.

1.7 Owner Work Rules. The DB shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

1.8 Emergency. In the event of an emergency affecting the safety of the Project, other property, or individuals, the DB, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

1.9 Testing and Inspection Services. Unless otherwise specified in the Contract Documents, the DB shall apply for, secure, and pay for the costs of structural testing and special inspections under all pertinent provisions of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis; concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

1.10 DB's Standard of Care.

1.10.1 The DB shall perform the professional design/engineering services portion of the Work consistent with the professional skill and care ordinarily provided by registered architects, landscape architects, professional engineers, and professional surveyors regularly providing comparable services in the same or similar locality under the same or similar circumstances. The DB shall also perform the professional design/engineering services portion of the Work in accordance with the applicable rules established by the applicable state boards of registration, including, but not limited to, OAC § 4703-3-07 for registered architects, OAC § 4703-3-07 for landscape architects, and OAC § 4733-35 for professional engineers and professional surveyors.

1.10.2 The DB shall perform the portion of the Work, which does not involve professional design/engineering services, in a competent manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

1.10.3 The DB shall perform the Work as expeditiously as is consistent with the skill and care required under Sections 1.10.1 and 1.10.2 and the orderly progress of the Project.

ARTICLE 2 - OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 Owner.

2.1.1 The Owner shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Owner to perform specific responsibilities under the Contract.

2.1.2 The Owner shall furnish information and services required of it in a timely manner.

2.2.3 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the DB in a condition to permit the DB to perform the Work.

2.2.4 The Owner may request a change in the Work only in accordance with the Contract Documents.

2.1.5 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.1.6 When the Owner requires use of its forms as indicated in the Contract Documents, the DB shall not modify any form so provided by the Owner.

2.1.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the DB's failure to carry out the Work in conformity with the Contract Documents.

2.2 Approval of Owner. The Owner's review and approval of the Work and any information the DB submits to it is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the DB of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - SUBCONTRACTORS

3.1 DB's Responsibility.

3.1.1 The DB is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

1. The DB is fully responsible for any delay, interference, disruption, or hindrance attributable to its Subcontractors.
2. The DB shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.
3. The DB shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the Owner to terms inconsistent with or at variance from the Contract Documents.

3.2 Prompt Payment.

3.2.1 The DB shall make payments to Subcontractors in accordance with Applicable Law, including R.C. § 4113.61 that include, without limitation, the requirements described under this Article.

3.3 Design/Engineering-Assist Firms.

3.3.1 Authorization. After receipt of a written request from the DB, the Owner may authorize the DB to engage a Design-Assist Firm to perform a scope of design-assist services and associated Work agreed upon by the Owner and DB. The DB may request authorization to engage a Design-Assist Firm at any point in the Project that is appropriate or necessary to facilitate the Project's design and construction.

3.3.2 The DB shall include in its request (1) information required by the Request for Bid Proposals, (2) a detailed description of the scope of the design-assist services and associated Work which the DB proposes to be performed by a Design-Assist Firm, and (3) an estimated price for the scope of Work to be performed by the selected Design-Assist Firm.

3.3.3 The Owner may authorize the DB to engage a Design-Assist Firm provided that the Design-Assist Firm meets in the sole judgment of the Owner its Qualification Criteria and other pertinent requirements set forth in the Request for Bid Proposals. Owner's consent to DB's engagement of a Design-Assist Firm shall not be cause for DB to request an increased adjustment of the Contract Sum, however, in the event DB's engagement of a Design-Assist Firm reduces DB's Design/Engineering services fee, the Owner may condition consent on an equitable fee reduction per Section 6.7.

3.3.4 If the DB fails to comply with this Section, the Owner may revoke the DB's authorization to engage a Design-Assist Firm in addition to other remedies available to the Owner under the Contract and Applicable Law.

3.3.5 The Design-Assist Firm shall not be permitted to assume any of DB's professional design liability by virtue of performing the design-assist services.

ARTICLE 4 - PRECONSTRUCTION DESIGN/ENGINEERING SERVICES

4.1 General Requirements.

4.1.1 Commencement. The DB's Design/Engineering Services will begin on the date set forth in a notice that the Owner will issue to the DB ("Notice to Commence Services").

4.1.2 Scope of Preconstruction Services. The DB shall perform the Preconstruction Services, which consist of the activities and stages set forth in this Article.

4.1.3 Consultation.

1. The DB shall schedule and attend meetings with the Owner. The DB shall consult with the Owner regarding Site use and improvements and the selection of materials, systems, and equipment. The DB shall provide recommendations to the Owner on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, budgets and possible economies.

2. At all appropriate times throughout the performance of the Work, the DB shall contact, meet, consult, and otherwise coordinate with the Owner, governmental authorities with jurisdiction over the Project, and others for the purpose of facilitating the Project's design and construction.

4.1.4 Project Schedule. The DB shall provide and maintain a Project Schedule with a logical sequence of events; reasonable periods of time for the Owner to review the DB's deliverables and for the DB to revise and resubmit those deliverables and for approvals of governmental authorities having jurisdiction over the Project; and sufficient detail to properly anticipate and monitor progress on the Project.

4.1.5 Long-Lead-Time Items.

1. The DB shall recommend to the Owner a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project Schedule.
2. The Owner may procure long-lead-time items itself after the Contract Award and deduct those items from the Contract Sum, provided the DB has not previously procured any of those items. In that case, the Owner will assign the contracts for the long-lead-time items to the DB, who shall accept responsibility for those items as if procured by the DB. The DB shall expedite the delivery of long-lead time items.

4.2 Organizational Meeting.

4.2.1 The Owner and the DB will conduct an organizational meeting.

4.2.2 During the organizational meeting, the attendees will:

1. review the responsibilities of the Owner's personnel involved in the Project;
2. review the scope of the DB's services and the responsibilities of each of the DB's key personnel involved in the Project;
3. review and establish lines of communication between the Owner and DB;
4. review then-available programming and other documents which reflect the current status of the Project's design;
5. review the various periods of time established in Articles 4 and 5 to determine whether any adjustments are needed in view of the Project's scope, schedule, and budget requirements while providing reasonable periods for the Owner to review the DB's deliverables and for the DB to revise and resubmit those deliverables;
6. if the parties agree to adjust the periods as described under Section 4.2.2, they will promptly enter into an associated Change Directive; and
7. review and reach agreement on timing and sequencing requirements for the DB's deliverables and related review and revision periods.

4.2.3 If the DB has not submitted a proposed Project Schedule to the Owner before the organizational meeting or if the organizational meeting resulted in changes to a previously submitted Project Schedule, within five (5) days after the organizational meeting is adjourned the DB shall submit a proposed or revised Project Schedule to the Owner. The Owner and DB will promptly thereafter consult with one another as necessary to reach agreement on the initial Project Schedule, which shall be used as the basis for moving forward with the Project subject to revision as described elsewhere in the Contract.

4.3 Schematic Design.

4.3.1 Schematic Design will begin upon the Owner's Notice to Commence Services.

4.3.2 During Schematic Design, the DB shall:

1. advise the Owner in writing if at any time it appears that the Project Schedule may be exceeded and make recommendations for corrective action;
2. meet with the Owner at intervals acceptable to the Owner to review drawings and other documents that depict the current status of the Schematic Design;

3. identify and analyze requirements of Applicable Law;
4. investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
5. coordinate the location of new grading, drainage, and Site utilities;
6. make recommendations to the Owner for actions designed to minimize adverse effects on the Marina operations;
7. review and provide recommendations concerning Site use and improvements, and alternative approaches to selection of materials, building systems, and equipment; and
8. provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, and labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale.

4.3.3 Life Cycle Cost Analysis. The DB shall prepare and submit practical alternative design concepts, considering passive and/or active building components, for the purpose of minimizing future costs and expenses to the Owner. The DB shall re-evaluate life cycle cost as additional alternatives to be considered during the continuing design development to assure their cost-effective implementation.

4.3.4 DB's Schematic Design Submission.

1. The DB shall submit the Schematic Design documents to the Owner on or before the date identified in the Project Schedule for that submission.
2. The Schematic Design documents shall include:
 - a. a conceptual site plan and preliminary dockage plan and the relationship of Project components to one another;
 - b. a conceptual site plan and preliminary dockage plan for future expansion of floating docks beyond the Project;
 - c. cost evaluations of alternative materials and systems that may enhance the Owner's long-term goals and objectives both for the Project and future projects; and
 - d. identification of any unresolved issues related to compliance with Applicable Law.

4.3.5 Owner's Approval of Schematic Design.

1. After the Owner has had a reasonable period to review the Schematic Design documents, the Owner shall meet with DB to discuss the Schematic Design and to discuss and implement any Owner adjustments or clarifications of the Schematic Design. DB shall adjust the Schematic Design based upon the Owner's review.
2. When the Owner approves the revised Schematic Design it shall in writing acknowledge that acceptance and the DB thereafter may continue to finalize the Design in reliance on that written acceptance.

4.4 Final Design Development. Final Design Development will begin upon completion of the activities described in Section 4.3.

4.4.1 During the Final Design Development stage, the DB shall:

1. advise the Owner in writing if at any time it appears that the Project Schedule may be exceeded and make recommendations for corrective action;
2. meet with the Owner at intervals acceptable to the Owner to review drawings and other documents that depict the current status of the Final Design Development for the Project;
3. resolve all issues related to compliance with Applicable Law;

4. provide final recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets, and possible economies of scale.

4.4.2 DB's Final Design Development Submission.

1. The DB shall submit the Final Design documents to the Owner on or before the date identified in the Project Schedule for that submission.
2. The Final Design documents shall include:
 - a. plans, sections, typical construction details, and equipment and service layouts that illustrate and describe the Project's proposed final Design;
 - b. the final conceptual site/dockage plan for future expansion of floating docks beyond the Project;
 - c. specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;
 - d. an identification of any unresolved issue related to compliance with Applicable Law; and
 - e. the Site Logistics Plan indicating how the DB intends to use the Site, minimize impacts to the daily operations of the Marina, and illustrating things such as areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash-out activities; offloading and hoisting locations; and proposed mooring/dockage locations for all waterborne equipment and vehicles.

4.4.3 Owner's Approval of Final Design.

1. After the Owner has had a reasonable period to review the Final Design documents, the Owner shall meet with DB to discuss the Final Design and to discuss and implement any Owner adjustments or clarifications of the Final Design. DB shall adjust the Final Design based upon the Owner's review.
2. When the Owner approves the revised Final Design it shall in writing acknowledge that acceptance and the DB thereafter may finalize Construction Documents based upon reliance on that written acceptance.

4.5 Construction Documents. Construction Documents shall be developed upon completion of the activities described in Section 4.4, unless the DB elected to undertake their development at an earlier date. The DB shall:

4.5.1 Advise the Owner in writing if at any time it appears that the Project Schedule may be exceeded and make recommendations for corrective action.

4.5.2 File documents required for the approvals of governmental authorities with jurisdiction over the Project; and

4.5.3 Verify that the Construction Documents include requirements and assignment of responsibilities for safety precautions and programs and for temporary facilities for common use of the DB and Subcontractors.

4.5.4 Construction Documents shall include:

1. Drawings setting forth in detail the requirements for the construction of the Project; and
2. Specifications that establish in detail the quality levels of all materials and work required for the Project.

4.5.5 Construction Documents Review and Approval.

1. The DB shall submit the Construction Documents to the Owner on or before the date identified in the Project Schedule for that submission.
2. After the Owner has had a reasonable period to review the Construction Documents, the Owner shall meet with DB to discuss the Construction Documents and to discuss and implement any Owner adjustments or clarifications of the Construction Documents. DB shall adjust the Construction Documents based upon the Owner's review.
3. When the Owner approves the revised Construction Documents it shall in writing acknowledge that acceptance and the DB thereafter may proceed upon the issuance of all required permits to commence Construction.

4.6 Building and Trade Permits and Licenses.

4.6.1 The DB shall secure all required structural, plumbing, and electrical plan approvals. The DB shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The DB shall pay for any re-inspections required as a result of the DB's failure to receive approval of its Work.

4.6.2 The DB shall obtain, maintain, and pay for any permit, inspection, or license applicable to the DB's particular trade.

4.6.3 The DB shall secure and pay the fees for any permits, inspections, and licenses required by local authorities having jurisdiction over the Project. The DB shall give the Owner reasonable notice of the date arranged for inspections. The DB is not required to pay any capacity charges or tap fees.

ARTICLE 5 - CONSTRUCTION AND CLOSEOUT

5.1 Commencement of Work on the Site. Unless the Owner agrees otherwise in writing, the Construction Stage will commence with the Owner's issuance of the Notice to Proceed and will terminate upon Contract Completion.

5.2 DB's General Responsibilities. The DB shall:

5.2.1 Maintain a competent, full-time staff at the Site at all times that Work is in preparation or progress on the Project and shall establish and implement on-Site organization and authority so that the Work is accomplished in conformance with the Project Schedule.

5.2.2 Not delay the Work on account of any claim, dispute, or action between the DB and any Subcontractor.

5.2.3 Develop and keep current a Construction Progress Schedule.

5.2.4 Establish the Project's regular working hours, subject to the Owner's approval.

5.2.5 Remove all snow and ice from the Project area as may be required for reasonably safe access to the Site including, but not limited to, entries, driveways, parking lots, and sidewalks.

5.2.6 Keep a daily log containing a record of weather, number of workers on Site for the DB, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

5.3 Construction Procedures.

5.3.1 DB is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

5.3.2 DB shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the Owner of discrepancies and conflicts before proceeding with installation or excavation.

5.3.3 DB shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

5.3.4 DB shall comply with R.C. §§ 3781.25 through 3781.32. In addition, before starting excavation or trenching, the DB shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

5.3.5 The DB shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

5.3.6 DB shall comply with all requirements and conditions of the NPDES general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

5.4 Construction Supervision.

5.4.1 DB shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed.

5.4.2 The DB's project manager shall have the responsibility and authority to act on behalf of the DB. All communications to the DB's project manager shall be binding as if given directly to the DB.

5.5 Progress Meetings. The DB shall hold progress meetings with Owner whenever required to review progress on the Project, anticipated progress, and to review and discuss critical problems.

5.6 Additional Tests and Inspections.

5.6.1 If the Owner determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the Owner may order such inspection, testing, or approval.

1. If the special inspection, testing, or approval reveals Defective Work, the DB shall pay all associated costs and will not be entitled to any related adjustment of the Contract Times. Those costs may include, but are not limited to: (a) the cost of the special inspection, testing, or approval; (b) the cost of additional special inspections, testing, or approvals to evaluate remedial Work; (c) the cost of correcting the Defective Work; and (d) all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.
2. The Owner may deduct the costs described above from payments then or thereafter due the DB. If payments then or thereafter due the DB are not sufficient to cover those amounts, the DB shall immediately pay the amount of the insufficiency to the Owner.

5.6.2 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, then no costs shall be assessed against the DB related thereto by the Owner.

5.7 Review of Contract Documents and Field Conditions.

5.7.1 Before starting each portion of the Work, the DB shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

5.7.2 If the DB finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the documents provided by the Owner, or between any of the those documents and any Applicable Law, the DB, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the Owner for an interpretation or clarification.

1. Before submitting any RFI to the Owner, the DB shall carefully review the relevant documents to ensure that those documents do not answer the RFI.
2. The Owner shall promptly respond to an RFI.
3. Any interpretation or clarification made by any Person other than the Owner, or in any manner other than writing, shall not be binding and the DB shall not rely upon it.

5.8 Protection of the Project.

5.8.1 The DB shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

5.8.2 DB shall at all times cover or protect the Work.

5.8.3 The DB, at its expense, shall remove, and replace with new, any Work damaged as a result of DB's failure to provide coverage or protection.

5.8.4 The DB, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

5.8.5 After the date of Substantial Completion, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

5.8.6 The DB shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

5.8.7 The DB shall not load, or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The DB shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

5.8.8 The DB shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

5.8.9 Vibration, Noise, and Dust Control. The DB shall provide controls/barriers for vibrations, noise, and debris control as required by the construction operations.

5.9 Materials and Equipment.

5.9.10 The DB shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

1. The DB shall properly store and protect all materials and equipment it provides to the Project.
2. The DB shall timely remove from the Site any materials or equipment no longer required for the Work.

5.9.11 The DB shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at or near the Site.

5.10 Labor.

5.10.1 The DB shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The DB shall not permit employment of individuals not skilled in tasks assigned to them.

5.10.2 The DB shall dismiss from the Project any individual employed by the DB or a Subcontractor who engages in misconduct or any action detrimental to the Project and/or Marina.

5.10.3 The DB shall employ all legal efforts to minimize the likelihood or effect of any strike, Work stoppage, or other labor disturbance. Informational pickets shall not justify any Work stoppage.

5.11 Safety Precautions.

5.11.1 The DB shall take reasonable precautions to ensure the safety of individuals on the Project.

1. The DB is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The DB's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan (if any).
2. The DB shall pay any fine or cost incurred because of the DB's violation, or alleged violation, of Applicable Law.

5.11.2 The DB shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

1. The DB shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the DB shall inform the Project Manager of the DB's intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.
2. The DB shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the DB's operations.

5.11.3 Work Stoppage Due to Hazardous Materials.

1. If the DB encounters material the DB reasonably believes to be, or contain, a Hazardous Material, which has not been rendered harmless, the DB shall immediately stop Work in the affected area and verbally report the condition to the Owner, and within one (1) business day deliver written notice of the condition to the Owner.
2. The Owner shall ascertain the necessity of retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.
3. The DB shall resume Work in the affected area upon written notice from the Owner that (1) the suspect material was evaluated and found not to be or contain a Hazardous Material, or (2) the suspect material has been removed or rendered harmless.
4. If the DB knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the DB shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.
5. The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

5.11.4 Safety Data Sheets.

1. The DB shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard (formerly known as a Material Safety Data Sheet).
2. The DB shall maintain a notebook containing all of its applicable SDSs. This notebook shall be kept at the Site for the duration of the Project.

5.12 Construction Facilities, Utilities, and Equipment.

5.12.1 Facilities.

1. The DB shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage, if necessary, for its use at the Site.
2. The DB shall provide adequate sanitary facilities for use by all Persons at the Site.

5.13 Electric Service.

5.13.1 The DB shall provide temporary light and power; pay the charges for temporary electric service installation, and removal if required.

5.13.2 If the Project consists entirely of new construction, the DB shall pay the cost of energy consumed until Substantial Completion.

5.13.3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the cost of energy consumed.

5.13.4 From the date of Substantial Completion, the Owner shall pay the cost of energy consumed for the occupied portions of the Project.

5.13.5 If the permanent electrical system is used during construction, the DB shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

5.14 Hoisting Facilities.

5.14.1 The DB shall erect and maintain any hoisting equipment required for its Work.

5.14.2 If the electric service requirements of hoisting facilities differ from that available at the Site, the DB shall provide and pay for all necessary connections.

5.15 Progress Cleaning.

5.15.1 The DB shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at or near the Site.

5.15.2 The DB shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at or near the Site.

5.15.3 The DB shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

5.15.4 If the DB fails to clean up during the progress of the Work, the Owner may clean up on behalf of the DB and at the DB's expense. If the DB fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Owner may also have the area cleaned to its satisfaction at the DB's expense. The Owner may deduct the cleaning costs from payments then or thereafter due the DB. If payments then or thereafter due the DB are not sufficient to cover those amounts, the DB shall immediately pay the amount of the insufficiency to the Owner.

5.14.5 The DB shall remove excavated material and spoil to a suitable off-site location approved by the Owner. If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the DB shall remove such materials to the designated location.

5.16 Use of Premises.

5.16.1 The DB shall use access drives and parking areas as designated by the Owner. The DB shall exercise care to not exceed the load capacity of those improved surfaces.

5.16.2 Loitering or wandering through the interior of buildings or exterior grounds of the Marina outside the limits of the Work will not be permitted.

5.16.3 The DB shall confine its apparatus, materials, and the operations of its workers to the limits indicated by law, ordinances, permits, and the directions of the Owner.

5.16.4 No signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

5.17 Interruption of Existing Services.

5.17.1 Whenever it becomes necessary to interrupt existing services in use by the Owner, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the DB shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Owner.

5.17.2 Before beginning that Work, the DB shall apply in writing to, and receive approval in writing from, the Owner to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and the Marina tenants.

5.18 Explosives and Blasting.

5.18.1 The DB shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Owner and other authorities with jurisdiction.

5.18.2 The DB shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

5.18.3 The DB shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the DB shall deliver evidence of that insurance to the Contracting Authority.

5.19 Action Submittals.

5.19.1 Owner's Submittal Review. The Owner shall review submittals for conformity with design intent within seven (7) days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the Owner and DB. It is not the purpose of the Owner's review of submittals to determine the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the DB's responsibility.

5.19.2 Risk of Nonpayment. The DB shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the Owner. If the DB starts Work before the Owner's final approval of the submittal, the DB does so at its own risk that payment may not be made by the Owner for the related Work.

5.19.3 Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

1. "This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories such as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."
2. The DB will be deemed to have included the above statement as required even if the associated Shop Drawing does not actually contain the statement.
3. This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

5.19.4 Domestic Steel Certifications. The DB shall include the following written certifications on the front cover or initial sheet of each structural steel fabrication Shop Drawing, signed and dated prior to fabrication:

1. "Steel Fabricator Certification: The steel fabricator identified below certifies that for this project all loadbearing structural steel has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99." This certification shall be followed by the name of the fabrication company, name of the company official signing the certification, the signature of that company official, and the date of that signature.
2. The DB will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.
3. "Contractor Certification: The contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the contractor hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99." This certification shall be followed by the name of the DB company, name of the company official signing the certification, the signature of that company official, and the date of that signature.
4. The DB will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

5.20 Warranty.

5.20.1 The DB warrants to the Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the Owner, the DB shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the DB or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and the Owner accepts that recommendation, the above warranty includes a warranty from the DB to the Owner that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

5.21 Uncovering the Work.

5.21.1 If the DB covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Owner, the DB shall, if the Owner requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the DB's expense without adjustment of the Contract Times.

5.21.2 If the DB covers Work in accordance with the Contract Documents and not contrary to a request from the Owner for an opportunity to observe the Work prior to covering, the DB shall, if the Owner requests in writing, uncover that Work.

1. If the uncovered Work is Defective Work, the DB shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Times.
2. If the uncovered Work is not Defective Work and the DB believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the DB may request a Change Order by giving written notice under Section 6.7 within seven (7) days after the Owner observes the uncovered Work.

5.22 Correction of the Work.

5.22.1 Before Substantial Completion.

1. If the DB provides Defective Work, the Owner may issue a written notice to the DB and DB's Surety directing the DB to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the DB shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three (3) days after the Owner issues the written notice ("72-Hour Notice").
2. If the DB fails to promptly commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies required under this Section, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the DB or DB's Surety.

5.22.2 After Substantial Completion.

1. In addition to the DB's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the DB shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner have previously acknowledged and accepted the Defective Work in writing. The Owner may send a copy of the written notice to the DB's Surety, but is not obligated to do so.
2. During the Correction Period. If the Owner issues a notice under this Section during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the DB or DB's Surety if the DB fails to (1) notify the Owner in writing of the DB's intent to correct the Defective Work within seven

(7) days after the Owner issues the notice and (2) thereafter promptly commence and diligently pursue correction of Defective Work.

5.22.3 The Correction Period:

1. commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Owner has agreed to take Partial Occupancy;
2. relates only to the DB's specific obligation and opportunity to correct the Work during the Correction Period;
3. does not establish a period of limitation with respect to any of the DB's other obligations under the Contract Documents;
4. has no relationship to the time within which the Owner may seek to enforce the Contract;
5. does not establish a period of limitation with respect to the commencement of litigation to establish the DB's liability under the Contract or otherwise; and
6. shall not be extended by corrective Work performed by the DB under this Section 5.22.

5.22.4 After the Correction Period. If the Owner issues notice under Section 5.22, after expiration of the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the DB or DB's Surety if the DB fails to (1) notify the Owner in writing of the DB's intent to correct the Defective Work within fourteen (14) days after the Owner issues the notice and (2) thereafter promptly commence and diligently pursue correction of Defective Work.

5.22.5 Emergency Correction of Defective Work. Notwithstanding any other provision of the Contract to the contrary, if in the Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Owner may order the DB to immediately correct Defective Work or the Owner may correct the Defective Work itself without prior notice to the DB or DB's Surety.

5.22.6 Responsibility for Costs of Correction. The DB shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this Section 5.22. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Owner may deduct those costs and damages from payments then or thereafter due the DB. If payments then or thereafter due the DB are not sufficient to cover those amounts, the DB shall immediately pay the amount of the insufficiency to the Owner.

5.23 Acceptance of Defective Work.

5.23.1 The Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum shall be equitably reduced as described under Article 6. The Owner may only accept Defective Work through a deduct Change Order that makes explicit reference to this Section 5.23.

5.23.2 None of the following will constitute (1) acceptance of Defective Work, (2) a release of the DB's obligation to perform the Work in accordance with the Contract, or (3) a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

1. observations or inspections by the Owner;
2. the making of any payment;
3. Substantial Completion or the issuance of a Certificate of Substantial Completion;
4. Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;
5. Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
6. any review or approval of a submittal;
7. any inspection, test, or approval by other Persons; or

8. any correction of Defective Work by the Owner.

5.24 Project Document Maintenance and Submittal.

5.24.1 The DB shall submit the As-Built Documents to the Owner. That submission shall include, but is not limited to:

1. Certificate of Occupancy, if applicable;
2. inspection certificates for pressure piping, electrical, plumbing or piping purification, etc.;
3. Letter of Approval from the local fire authority or State Fire Marshall for the fire suppression system, if applicable;
4. Operation and Maintenance Manuals.
5. accurately marked sets of As-Built Documents and other Contract Documents reflecting the actual construction of the Project;
6. detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
7. assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
8. an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
9. final certified payroll reports, if applicable; and
10. an affidavit to certify that the DB and each of its Subcontractors, regardless of tier, have complied with all requirements of R.C. Chapter 4115.

5.24.2 By submitting the As-Built Documents to the Owner, the DB certifies that its As-Built Documents are complete, correct, and accurate.

5.25 Final Cleaning.

5.25.1 Before requesting the Substantial Completion inspection of the Work, the DB shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

5.25.2 If the DB performs any Work after final cleaning, the DB shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

5.25.3 Final cleaning shall be done to the reasonable satisfaction of the Owner.

5.26 Substantial Completion.

5.26.1 DB's Punch List. When the DB considers the Work, or a designated portion thereof, Substantially Complete the Owner shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("DB's Punch List"). The Owner shall list all items of Work not in compliance with the Contract Documents, including items the DB is requesting to be deferred.

1. The DB shall proceed to correct all items listed on the DB's Punch List and certify that the incomplete items listed on the DB's Punch List are to its knowledge an accurate and complete list by signing the DB's Punch List.
2. The DB's or Owner's failure to include an item on the DB's Punch List shall not alter the DB's responsibility to complete the Work in accordance with with Contract Documents.
3. The DB shall submit the signed DB's Punch List to the Owner, together with a request for the Substantial Completion inspection of the Work.

5.26.2 Substantial Completion Inspection. Within three (3) business days after receipt of the request for the Substantial Completion inspection of the Work, the Owner shall notify the DB of acceptance or rejection of the request, stating reasons for any rejection.

1. Within seven (7) days after its acceptance of the DB's request, the Owner shall conduct the Substantial Completion inspection to determine whether the Work, of

the designated portion, is in conformity with the Contract Documents and Substantially Complete. The Owner shall notify the DB of the scheduled time of the Owner's inspection.

2. If the Owner determines that the Work is Substantially Complete, within three (3) business days after the Substantial Completion inspection, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("Owner's Punch List"). The Owner's Punch List shall include (1) the items on the DB's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and (2) any additional Owner comments.
3. The Owner shall submit the Certificate of Substantial Completion to the DB and DB's Surety.
4. The Owner's failure to include an item on the Owner's Punch List shall not alter the DB's responsibility to complete the Work in accordance with the Contract Documents.

5.26.3 Completion of Punch List Items.

1. Within seven (7) days after the date of Substantial Completion and before the date of Contract Completion, the DB shall complete all items on the Owner's Punch List. After completing all items on the Owner's Punch List, the DB shall provide a written request for Final Inspection of the Work to the Owner.
2. If Work on the Owner's Punch List cannot be timely completed, the DB shall justify in writing to the reasonable satisfaction of the Owner the reasons the items cannot be completed, and the DB may propose, for the Owner's approval, a time when the DB shall complete those items.
3. Within three (3) business days after receipt of the DB's request for Final Inspection, the Owner shall complete a Final Inspection of the Work for compliance with the Contract Documents.

5.27 Contract Completion.

5.27.1 Partial Contract Completion.

1. When items of Work cannot be completed until a subsequent date, the Owner shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the DB will complete that Work.
2. The Owner shall submit the partial Certificate of Contract Completion to the DB for its written acceptance. Upon their acceptance of the partial Certificate of Contract Completion and consent of the DB's Surety, the Owner may release payment to the DB, as determined in the sole discretion of the Owner.

5.27.2 Final Contract Completion.

1. When all items on the Owner's Punch List have been completed to the satisfaction of the Owner, all requirements of the Contract Documents have been completed, and the provisions of this Article have been fulfilled, the Contracting Authority shall prepare and issue a final Certificate of Contract Completion.
2. The date that the Owner executes the final Certificate of Contract Completion is the date of Contract Completion.

ARTICLE 6 - MODIFICATIONS

6.1 General.

The Contract may be modified only through a duly authorized and executed Amendment prepared by the Owner and signed by both the Owner and DB. A Change Order is a type of Amendment

to the Contract. A minor change (termed a Change Directive), as detailed in Section 6.5, is not an Amendment.

6.2 DB Proceeds at Own Risk.

6.2.1 The DB shall not proceed with any change in the Work without the Owner's prior written authorization.

6.2.2 DB's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the DB of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

6.2.3 The DB shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the DB shall proceed promptly with the change unless otherwise provided in the Change Order or order for a minor change in the Work.

6.3 Amendment Procedure.

6.3.1 A Change Order is a written instrument prepared by the Owner and executed by the Owner and DB stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment of the Contract Sum, if any; and
3. the extent of the adjustment of the Contract Times, if any.

6.3.2 Except with the Owner's written consent as explicitly provided under this Article, the DB is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the DB signs the Change Order. By signing a Change Order, the DB irrevocably certifies that the elements of a Change Order are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

6.3.3 Within three (3) days after receiving a Change Order: (1) if the DB agrees with the Change Order, the DB shall sign the Change Order and transmit the signed Change Order to the Owner; or (2) if the DB does not agree with the Change Order, the DB shall provide written notice of the disagreement to the Owner.

6.3.4 If a Change Order requires Owner funding not previously approved for the Contract, the Change Order shall be of no effect unless an until Owner attaches a certification of funding and transmits the Change Order with such certificate to the DB.

6.3.5 When the Change Order is signed by the Owner and DB, the fully executed Change Order modifies the Contract Documents and authorizes and directs the DB to proceed, and the DB shall promptly proceed with the associated change in the Work.

6.4 Initiation of Change Orders.

6.4.1 Proposal Request - Work. If the Owner desires a Modification in the Work, it shall prepare and issue a Proposal Request to the DB to obtain the DB's Proposal for the adjustment of the Contract Sum or Contract Times, or both, associated with a contemplated Modification in the Work.

1. In any Proposal for an adjustment of the Contract Sum, the DB shall specifically itemize all services, labor and materials cost to arrive at a lump sum charge for the Proposal.
2. The DB's cost of preparing and providing Proposals is included in the Contract Sum.

6.4.2 Proposal Request - Differing Site Condition. If the DB desires a Modification in the Work due to Differing Site Condition, it shall prepare and issue a Proposal Request to the Owner to obtain the Owner's consent for the adjustment of the Contract Sum or Contract Times, or both, associated with a contemplated Modification in the Work due to Differing Site Condition.

1. In any Proposal under this Section 6.4.1 for an adjustment of the Contract Sum or Contract Times, the DB shall specifically itemize all services, labor and materials cost to arrive at a lump sum charge for the Proposal.

2. The DB's cost of preparing and providing Proposals is included in the Contract Sum.

6.4.3 Proposal Request - Contract Times. If the DB desires a Modification in Contract Times, it shall prepare and issue a Proposal Request to the Owner to obtain the Owner's consent.

1. In any Proposal for an adjustment of the Contract Times, the DB shall specifically provide all information and analysis detailed in Section 6.8 to arrive at the Proposal.
2. The DB's cost of preparing and providing Proposals is included in the Contract Sum.

6.4.4 The DB or Owner, as applicable, shall respond with a Proposal to the other within seven (7) days (unless a longer period of time is permitted pursuant to specific Section) after receiving the Proposal Request. The allowable time for the DB's or Owner's response may be extended by written agreement of the DB and Owner.

6.5 Minor Changes in the Work.

6.5.1 The Project Manager may order/authorize minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written Change Directive issued to the DB.

6.5.2 The DB shall promptly carry out each Change Directive in the Work if the DB agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

6.5.3 If the DB reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of a Change Directive in the Work, the DB, within three (3) business days after receiving the Change Directive, shall give the Owner written notice of the DB's position, and not proceed with the subject Work without first receiving a Change Order related to it. The DB waives its right to an adjustment of the Contract Sum or Contract Times on account of a Change Directive in the Work by: (a) starting the Work that is the subject of the Change Directive; or (b) failing to give the notice described under this Section within three (3) business days after receiving the Change Directive.

6.6 Differing Site Conditions.

6.6.1 If the DB encounters a Differing Site Condition, the DB shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the Owner.

6.6.2 The DB's failure to give notice of the Differing Site Condition as required under this Section shall constitute an irrevocable waiver of any associated Claim.

6.6.3 The written notice of a Differing Site Condition under this shall be required before the notice of Claim under Article 7.

6.6.4 Promptly after receiving notice from the DB under this Section, the Owner shall investigate to determine whether the DB has encountered a Differing Site Condition. The Owner shall give written notice of its determination to the DB within ten (10) days after completing the investigation.

1. If the Owner determines that the DB has encountered a Differing Site Condition, the Owner shall prepare (as appropriate) a resulting Change Order or a Change Directive.
2. If the Owner determines that the DB has not encountered a Differing Site Condition and the DB does not agree with that determination, the DB shall initiate a Claim under Article 7 within ten (10) days of the date that the Owner issues its determination.

6.7 Change Order Cost or Credit Determination.

6.7.1 The maximum cost or credit resulting from a change in the Work or arising under Section 3.3 shall be determined as described below. Proposals shall include the information required by the Section applicable to the Proposal.

6.7.2 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

6.7.3 The DB shall not assign any portion of the Work to another Person whereby the DB would benefit directly or indirectly from the double application of charges for overhead or profit.

6.7.4 The Owner may require notarized invoices for material costs and may audit the records of the DB and Subcontractors.

6.8 Time Extension.

6.8.1 Every adjustment of the Contract Times associated with any change in the Work or as otherwise may be expressly permitted by Contract shall be determined as provided in this Section, which establishes the DB's maximum entitlement for any change in the Contract Times, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This Section also governs time adjustments for deduct Change Orders and the DB's entitlement to additional time through the Claims and dispute resolution processes on account of changes in the Work.

6.8.2 The DB shall substantiate all changes in the Contract Times with:

1. A written description of the nature of the interference, disruption, hindrance or delay;
2. Identification of Persons and events responsible for the interference, disruption, hindrance or delay;
3. Date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;
4. Identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
5. Anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;
6. Specific number of days of extension requested and specific number of days for remobilization requested; and
7. Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

6.8.3 A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

ARTICLE 7 - DISPUTE RESOLUTION

7.1 Initiation of a Claim.

7.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

7.1.2 The DB shall initiate every Claim by giving written notice of the Claim to the Owner within ten (10) days after occurrence of the event giving rise to the Claim, unless an earlier date is required by a specific Section the Contract, in which event the earlier notice deadline shall apply.

7.1.3 The DB's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

1. identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;
2. identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;
3. anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

4. recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

7.1.4 The DB's failure to initiate a Claim as and when required under this Section 7.1 shall constitute the DB's irrevocable waiver of the Claim.

7.1.5 The Contracting Authority shall respond to the written notice of the Claim within a reasonable time of receipt.

7.2 Substantiation of Claims for Extension of the Contract Times.

7.2.1 The DB shall substantiate each Claim for an extension of the Contract Times with:

1. written documentation as described in Section 6.8 of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;
2. a written statement from the DB that the extension requested is the entire extension of the Contract Times associated with the Claim; and
3. the general substantiating documentation described under Section 7.2.2.

7.2.2 In addition to the requirements of Section 7.2.1, if adverse weather conditions are the basis for a Claim for additional time, the DB shall document the Claim with data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 5 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.

7.2.3 The DB's failure to comply with the requirements of this Section 7.2 shall constitute an irrevocable waiver of any related Claim.

7.3 Delay and Delay Damage Limitations; Derivative Claims.

7.3.1 Subject to other provisions of the Contract, the DB will be entitled to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the DB's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the DB's control.

7.3.2 Notwithstanding any other provision of the Contract Documents to the contrary, the DB shall not be entitled to an increase in the Contract Sum, only to an extension of the Contract Times, unless (1) the delay is caused by the Owner and (2) the delay was not authorized or permitted under the Contract.

7.3.3 Notwithstanding any other provision of the Contract Documents to the contrary, the DB shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the DB.

7.4 Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the DB suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is legally responsible, the Owner's liability to the DB shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

7.5 Liquidated Damages.

7.5.1 If the DB fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the DB fails to achieve a Milestone within the associated Contract Time, the DB shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the DB fails to achieve a Milestone within the associated Contract Time.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

7.5.2 If the DB simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

7.5.3 The Liquidated Damages described in this Section 7.5 are only intended to compensate the Owner for the damages the Owner itself incurs as a direct result of the DB's failure to achieve the Milestones within their associated Contract Times.

7.5.4 The Liquidated Damages described in this Section 7.5 are not intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the DB that are brought by others including Separate Consultants and Separate Contractors as a result of the DB's failure to achieve the Milestones within their associated Contract Times or (2) any failure of the DB to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

7.5.5 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties but are a reasonable estimate of the damages the Owner itself would incur as a direct result of the DB's failure to achieve the Milestones within their associated Contract Times. The parties each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the DB's failure to achieve one or more of the Milestones within the Contract Times.

7.5.6 In addition to other rights that the Owner may have relative to Liquidated Damages, the Owner may deduct Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the DB are not sufficient to cover such amounts, the DB shall immediately pay the amount of the insufficiency to the Owner.

7.6 Mutual Waiver of Consequential Damages.

7.6.1 Except as provided under Section 7.6.2, the Owner and DB each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

1. The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.
2. The DB's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead; delay damages; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

7.6.2 Notwithstanding Section 7.6.1, this Section 7.6:

1. does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include Section 7.6.1;
2. does not apply to the DB's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that Section 7.6.1 would otherwise preclude;
3. does not preclude the Owner's recovery of Liquidated Damages under Section 7.5; and
4. does not apply to Claims for damages arising from the Owner's or the DB's gross negligence or willful misconduct.

7.6.3 This Section 7.6 shall survive termination of the Contract.

7.7 Claim Decision.

7.7.1 The Project Manager shall review the DB's Claim and approve or deny all or any part of it, and forward a written decision to the DB within fourteen (14) days after receiving the DB's Claim.

1. The Project Manager may employ independent resources to assist in its review, or refer evaluation of the Claim to a consultant.
2. If the DB agrees with the Project Manager's decision, the decision shall be incorporated into a Change Order.
3. Any Claim remaining unresolved after completion of the process described under this Section 7.7 shall be subject to Claim decision review as described under Section 7.8.

7.8 Claim Decision Review.

7.8.1 The DB may request review of the Project Manager's decision by written notice delivered by certified mail within seven (7) days of the Project Manager's decision. The written notice shall be delivered to the Mentor City Manager (the Manager).

7.8.2 The Manager shall schedule and conduct a meeting within fourteen (14) days after receiving the DB's request for review. The Manager may employ independent resources to assist in the meeting and review.

7.8.3 The Manager shall determine the final disposition of the DB's request for review and provide a written decision to the DB within fourteen (14) days after the meeting.

7.8.4 The Manager's decision is the final administrative decision of the Owner.

7.8.5 If the DB agrees with the Manager's decision, the decision shall be incorporated into a Change Order.

7.8.6 Any Claim remaining unresolved after completion of the process described under this Section 7.8 shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under Section 7.9.

7.9 Alternative Dispute Resolution.

7.9.1 The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

7.9.2 The ADR procedure shall be accepted by all of the Project's key stakeholders.

7.9.3 The accepted ADR methods shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this Article 7.

7.9.4 The following forms of non-binding ADR may be considered:

1. Mediation: If mediation is the accepted ADR procedure, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation

shall be shared equally among the parties to the dispute. If the parties are unable to agree on a mediator, then they shall open a case with the American Arbitration Association and comply with its Rules as related the appointment and compensation of a mediator. Each party shall be solely responsible for their attorney fees and expenses, inclusive of any expert fees and/or reports.

2. Another ADR procedure accepted by all of the Project's key stakeholders.

7.10 Performance and Payment.

7.10.1 The DB shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the DB and Owner in writing.

7.10.2 The Owner shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the DB and Owner in writing.

ARTICLE 8 - COMPENSATION AND PAYMENT

8.1 Design Services Fee.

8.1.1 The Owner will pay the Design Services Fee on a lump sum basis (1) according to the Fee Schedule for Design Services attached to the Contract for each Stage Phase/Task, not in excess of the portion of the Design Services Fee allocated to that Phase/Task in the Contract and (2) not in excess of the total Design Services Fee stated in the Contract.

8.1.2 DB's invoices for Design Services shall:

1. Describe all Design Services rendered in sufficient detail to enable the Owner to identify the Design Services;
2. Cover only one calendar month ending on the last day of the month.

8.1.3 Payments for Design Services shall not be subject to retainage.

8.1.4 Design Services Payment Timing. The Owner shall pay the DB on a monthly basis within 30 days after the Owner's receipt of the DB's invoice unless the Owner disputes the invoice amount or exercises its rights under Section 8.1.5.

1. If the Owner disputes the invoice amount or chooses to exercise its rights under Section 8.1.5, (1) the Owner shall give the DB written notice within fourteen (14) days after the Owner's receipt of the DB's invoice, and (2) the Owner shall timely pay all undisputed amounts or amounts not subject to Section 8.1.5 (as appropriate);
2. If the DB takes exception to the withholding of payment under this Section, the DB shall initiate and prosecute a Claim under Article 7 and continue to perform the Contract.

8.1.5 Right to Withhold Payment. The Owner may decline to approve any DB invoice or part thereof, or nullify any previous DB invoice, in whole or in part, to the extent necessary in the Owner's opinion to protect the Owner from loss because of:

1. Damage caused by the DB;
2. Failure to comply with Applicable Law;
3. Failure to make any timely submittal in the Design Stage;
4. Failure to carry out the Work in accordance with the Contract Documents; or
5. That which is permitted under other provisions of the Contract Documents.

If the DB remedies the basis for withholding payment under Section 8.1.5 to the Owner's reasonable satisfaction, the Owner shall pay the amounts withheld.

8.2 Construction Stage Compensation.

8.2.1 The Owner will pay the Construction Stage Fee on a lump sum basis (1) according to a Payment Request, not in excess of the portion of the Construction Services allocated to that Payment Request and (2) not in excess of the total Construction Services Fee stated in the Contract.

8.2.2 The DB may submit a Payment Request to the Owner each month or upon another interval approved by the Owner. The DB shall base each Payment Request on the Schedule of Values current as of the date that the DB submits the DB Payment Request.

1. DB shall support each DB Payment Request with documentation substantiating the DB's right to payment. The DB shall supply additional documentation as the Owner may request in connection with each payment to the DB.
2. If the Payment Request includes use of any Contingency, DB shall support each such use of the Contingency in sufficient detail to enable the Owner to identify the associated scope of Work and expenditures
3. The Owner may require proof of the renewal of required insurance as a condition precedent to payment.
4. DB shall attach certified payroll reports for the relevant period to each Payment Request. See, Prevailing Wage Requirements.
5. DB may list on the Payment Request any Change Orders approved and performed prior to submission of the Payment Request.
6. The DB shall submit its Payment Request using forms approved by the Owner.

8.2.3 Subject to Sections herein below, the Owner shall pay an approved Payment Request within thirty (30) days. Payments due and not paid to the DB, through no fault of the DB, within the thirty (30) day period shall, from the date payment is due, bear simple interest at the applicable statutory rate.

8.2.4 Labor Payments.

1. Payments to the DB for labor performed shall be made at the rate of ninety-two (92%) percent of the amount invoiced through the Payment Request that shows the Work is fifty (50%) percent complete.
2. After the Work is fifty (50%) percent complete, as evidenced by payments of at least fifty (50%) percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

8.2.5 Material Payments.

1. The Owner shall pay the DB at the rate of one hundred (100%) percent of the scheduled value for materials incorporated into the Project.
2. The Owner shall pay the DB at the rate of ninety-two (92%) percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the Owner, provided the DB provides the following information with the DB Payment Request:
 - a. a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
 - b. a certification of materials stored off-site, prepared by the DB and signed by the Owner to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The DB shall directly reimburse the Owner for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
 - c. The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.
3. When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials

are the property of the Owner. The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the DB for credit of an amount proportionate to the value of the extra materials.

8.2.6 Retainage.

1. When the Contract is fifty (50%) percent complete, all funds retained for faithful performance of the Work shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the DB, Owner, and applicable bank.
2. When the DB has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the DB, the funds retained in connection with that Work shall be released from escrow and paid to the DB, withholding only that amount necessary to assure faithful completion in the sole discretion of the Owner.
3. Upon consent by the DB's Surety, the Owner may reduce the amount of funds retained for the faithful performance of Work by fifty (50%) percent of the amount of funds required to be retained, provided the DB's Surety remains responsible for all damages that may be caused due to default by the DB, including, but not limited to, the following:
 - a. completion of the Work;
 - b. all interference, disruption, hindrance and delay claims;
 - c. all Liquidated Damages; and
 - d. all additional expenses incurred by the Owner.

8.2.7 Payments Withheld. The Owner may decline to approve any Payment Request or part thereof, or nullify any previous DB Payment Request, in whole or in part, to the extent necessary in the Owner's opinion to protect the Owner from loss because of:

1. Defective Work nor remedied;
2. damage caused by the DB;
3. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
4. reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;
5. failure to comply with Applicable Law including, but not limited to, the requirements of R.C. Chapter 4115;
6. failure to carry out the Work in accordance with the Contract Documents; or
7. that which is permitted under other provisions of the Contract Documents.

If the DB remedies the basis for withholding payment under Section 8.2.7 to the Owner's reasonable satisfaction, the Owner shall pay the amounts withheld.

8.2.8 Final Payment Request. The DB, as a condition precedent to Contract Completion and final payment, shall complete all requirements of the Contract Documents.

1. DB and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the DB and each of its Subcontractors, regardless of tier, have complied with all requirements of R.C. Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project
2. The Owner shall pay the final Payment Request within thirty (30) days. Payments due and not paid to the DB within the thirty (30) day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

8.2.9 Acceptance of final payment by the DB or a Subcontractor constitutes the payee's waiver of all Claims against the Owner except those previously made in writing under Article 7 and identified by that payee as unsettled at the time of the final Payment Request.

ARTICLE 9 - BONDS, INSURANCE, AND INDEMNIFICATION

9.1 Performance and Payment Bonds.

9.1.1 Before signing the Agreement, the DB shall provide a Performance Bond and Payment Bond (or combined bond) on forms generally recognized as commercially acceptable in Ohio (examples of which appear at <https://ofcc.ohio.gov/Documents/Agreements-and-Standard-Requirements>) and:

1. Each Surety under the Bond(s) shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.
2. If there is more than one Surety under a Bond, each of them shall be jointly and severally liable as surety under that Bond.
3. The penal sum of each of the Bonds, when initially submitted, shall be equal to 100 percent of the Contract Sum.
4. Bond forms with terms and conditions not compliant with the Contract Documents will not be accepted by the Owner.

9.1.2 The DB shall submit with each executed Bond (1) a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and (2) a current and signed Certificate of Compliance under R.C. § 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

9.1.3 If the Contract Sum increases at any time after the DB provides the Bonds under Section 9.1.1, the DB shall cause the penal sums of the Bonds to be increased such that the penal sums equal 100 percent of the increased Contract Sum.

9.1.4 Any time the DB increases the penal sums of the Bonds under Section 9.1.3, the DB shall deliver to the Owner new Bonds showing the increased penal sums and written consent of the affected Surety or Sureties confirming the increased penal sums. The Owner's receipt of replacement Bonds and that written consent is a condition precedent to the Owner's obligation to pay the DB for any portion of the Work associated with the increase.

9.1.5 If at any time prior to final payment, any surety providing Bonds for the Project (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (2) has liquidated all assets or has made a general assignment for the benefit of its creditors; (3) is placed in receivership; (4) otherwise petitions a state or federal court for protection from its creditors; or (5) allows its license to do business in Ohio to lapse or to be revoked, then the DB shall, within 21 days of any such action listed above, provide the Owner with new Bonds in the form and amount described in this Section 10.1. The Owner's receipt of replacement Bonds is a condition precedent to the Owner's obligation to pay the DB.

9.1.6 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the DB shall provide that notice.

9.1.7 For the purposes of determining the penal sum of the Bonds under this Section 9.1 only, the Contract Sum does not include the Design/Engineering Services Fee.

9.2 DB's General Insurance Requirements.

9.2.1 Throughout the performance of the Work or longer as may be described below, the DB shall obtain, pay for, and keep in force, the minimum insurance coverage described in this Article 9.

1. Each requirement of this Article 9 applies to Subcontractors just as it applies to the DB.
2. If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that

Subcontractor, the DB shall submit to the Owner (1) a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and (2) if the Owner requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Owner Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

3. On a case-by-case basis, the Owner and DB may agree to adjust the below requirements for any particular Subcontractor.

9.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the DB shall deliver to the Owner certificates evidencing that the required insurance is in force.

9.2.3 With the exception of government-controlled workers compensation coverage:

1. the DB shall place the insurance with companies that (1) are satisfactory to the Owner, (2) hold an A.M. Best Rating of A-, X, or higher, and (3) are authorized to conduct business in Ohio;
2. the policies shall be endorsed to require the DB's insurance carrier to (1) provide at least 30-days' written notice to the Owner (as certificate holder) of the cancellation or non-renewal of the insurance and (2) provide at least 10-days' written notice to the Owner (as certificate holder) of the cancellation of the insurance for non-payment of premium; and
3. within 30 days of the Owner's request, the DB shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

9.2.4 The DB shall pay all deductibles, or self-insured retentions, or both contained in the DB's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the DB may use to comply with any insurance requirement.

9.2.5 The DB shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Owner purchases for the Project. The DB's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the DB, a Subcontractor, or a Consultant.

9.2.6 The Owner does not represent that required coverage or limits are adequate to protect the DB.

9.2.7 Failure of the Owner to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the DB's obligation to maintain the required insurance.

9.2.8 The Owner may terminate the Contract for cause on account of the DB's failure to maintain required insurance.

9.3 DB's Minimum Coverage Requirements.

9.3.1 Workers Compensation. The DB shall maintain workers compensation coverage meeting the requirements of Applicable Law.

9.3.2 Employers Liability Coverage. The DB shall maintain employers liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

9.3.3 Commercial General Liability. The DB shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

1. The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.
2. The DB shall include the Owner as additional insured under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.
3. The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.
4. The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).
5. The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.
6. The DB shall maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination the Contract or Substantial Completion of all Work.

9.3.4 Business Automobile Liability. The DB shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

1. The coverage shall extend to any auto.
2. The DB shall include the Owner as additional insured under the BA policy.

9.3.5 Umbrella/Excess Liability. The DB may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

1. The DB shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:
 1. brick/block masonry;
 2. exterior caulk/sealant;
 3. cast-in-place or precast concrete;
 4. curtain wall;
 5. dampproofing/waterproofing;
 6. electrical;
 7. elevator;
 8. exterior glass and/or glazing;
 9. exterior marble, granite, and/or other stonework;
 10. miscellaneous metals;
 11. plaster/stucco;
 12. plumbing;
 13. HVAC;
 14. roofing and/or sheet metal;
 15. scaffolding;

16. spray-on fireproofing;
 17. sprinkler and/or fire protection; or
 18. structural steel and/or metal deck.
2. The DB shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to performed by the Subcontractor) includes any of the following:
 1. caissons and/or piles;
 2. demolition;
 3. excavation and/or utility work;
 4. sheeting, shoring, and/or underpinning;
 5. window washing equipment; or
 6. wrecking.

9.3.6 Contractor's Pollution Liability. If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the DB shall maintain a contractor's pollution liability ("CPL") policy with (1) a per claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the DB for damages (including from mold) sustained by the Owner by reason of the DB's performance of the Work.

1. The CPL policy shall have an effective date, which is on or before the date that the DB first started to perform any Project-related services.
2. Upon submission of the associated certificate of insurance and at each policy renewal, the DB shall advise the Owner in writing of any actual or alleged claims that may erode the CPL policy's limits.
3. The DB shall maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

9.3.7 Professional Liability - DB. The DB shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$25,000,000	\$1,000,000	\$2,000,000
From \$25,000,000.01 to \$50,000,000	\$2,000,000	\$4,000,000
More than \$50,000,000.01	\$5,000,000	\$5,000,000

1. The professional liability policy shall have an effective date on or before the date that the DB first started to provide any Project-related services.
2. Upon submission of the associated certificate of insurance and at each policy renewal, the DB shall advise the Owner in writing of any actual or alleged claims that may erode the professional liability policy's limits.
3. The DB shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.
4. If the DB is not authorized under Applicable Law to directly provide professional design services, the DB may satisfy the requirements of this Section 9.3.7 by providing a contractor's professional liability insurance policy.
5. If the DB is a joint venture:

1. the DB may meet the requirements of this Section 9.3.7 by providing a PL policy under which each joint venturer is the insured; or
 2. each joint venturer shall individually meet the requirements of this Section 9.3.7 by providing a PL policy (1) under which the individual joint venturer is the insured and (2) that covers that joint venture's interest in the joint venture by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the joint venturer's interest in the joint venture.
6. If the DB is a limited-liability company, which members consist of two or more separate firms:
1. the DB may meet the requirements of this Section 9.3.7 by providing a PL policy under which the limited-liability company is the insured; or
 2. each member of the limited-liability company shall individually meet the requirements of this Section 9.3.7 by providing a PL policy (1) under which the individual member is the insured and (2) that covers that member's interests in the limited-liability company by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the member's interest in the limited-liability company.

9.3.8 Professional Liability - Consultants. Each Consultant that provides professional design/engineering services shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Contract Sum Applicable to Consultant's Scope of Services	Each Claim	Annual Aggregate
Up to \$25,000,000	\$1,000,000	\$2,000,000
From \$25,000,000.01 to \$50,000,000	\$2,000,000	\$4,000,000
More than \$50,000,000.01	\$5,000,000	\$5,000,000

1. The professional liability policy shall have an effective date on or before the date that the Consultant first started to provide any Project-related services.
2. Upon submission of the associated certificate of insurance and at each policy renewal, the DB shall advise the Owner in writing of any actual or alleged claims that may erode the professional liability policy's limits.
3. The Consultant shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.
4. If the Consultant is not authorized under Applicable Law to directly provide professional design services, the Consultant may satisfy the requirements of this Section 9.3.7.5 by providing a contractor's professional liability insurance policy.

9.3.9 Professional Liability - Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build/engineering work) the Subcontractor shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

1. The professional liability policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.
2. Upon submission of the associated certificate of insurance and at each policy renewal, the DB shall advise the Owner in writing of any actual or alleged claims that may erode the Subcontractor's professional liability policy's limits.

3. The Subcontractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.
4. If the Subcontractor is not authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this Section 9.3.9 by providing a contractor's professional liability insurance policy.

9.3.10 Aviation Liability. If the DB or a Subcontractor uses aircraft, including helicopters, in performance of the Work, the DB shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the DB or Subcontractor.

9.3.11 Watercraft Liability. If the DB or a Subcontractor uses watercraft in performance of the Work, the DB shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the DB or Subcontractor.

9.3.12 Equipment Coverage. The Owner will not insure or be liable for damage to any DB or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The DB and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

9.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the DB shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of Article 9.

9.4 Builder's Risk Insurance.

9.4.1 The DB shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

1. The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner.
2. Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.
3. Coverage shall include "soft cost endorsement" including, but not limited to, reasonable DB extension or acceleration costs.
4. Coverage shall include material in transit or stored off-site and identified for the Project.
5. Coverage shall waive all rights between the Owner, DB, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.
6. Coverage shall include appropriate sub-limits for installation coverage.
7. Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

8. Coverage shall include temporary structures and scaffolding, along with collapse coverage.
9. Coverage shall be primary to all other applicable insurance.
10. The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.
11. The DB's tools and equipment shall not be covered under the builder's risk policy. It is the DB's sole responsibility to maintain such coverage.

9.4.2 If the DB is involved solely in the installation of material and equipment and not in new building construction, the DB shall purchase and maintain a builder's risk, builder's risk-renovations, or installation floater insurance policy. The policy shall comply with the provisions of Section 9.4.1.

9.5 Waivers of Subrogation.

9.5.1 To the fullest extent permitted by Applicable Law, the DB waives all rights against the Owner and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

9.5.2 The Owner and DB waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

9.6 Indemnification for Injury or Damage.

9.6.1 Liability Other than Professional Liability. To the fullest extent permitted by Applicable Law and with respect to liability other than professional liability claims, the DB shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

1. bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the DB or a person or entity for whom the DB may be liable;
2. infringement of patent rights or copyrights by the DB or a person or entity for whom the DB may be liable; or
3. a violation of Applicable Law but only to the extent attributable to the DB or a person or entity for whom the DB may be liable.

9.6.2 Professional Liability. To the fullest extent permitted by Applicable Law and with respect to professional liability claims, the DB shall indemnify and hold harmless the Owner and its officers, officials, and employees from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or in connection with (1) the failure of the DB or Person for whom the DB is legally liable to comply with the standard of care described under Section 1.10; and (2) infringement of patent rights or copyrights by the DB or a Person for whom the DB may be liable.

9.6.3 The DB's indemnification obligation under Section 9.6 exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a Person indemnified under Section 10.6. But nothing in Section 9.6 obligates the DB to indemnify any individual or entity from and against the consequences of that Person's own negligence.

9.6.4 In claims against a Person indemnified under Section 9.6 by any direct or indirect employee (or the survivor or personal representative of that employee) of the DB or a Person for whom the DB may be liable, the indemnification obligation under Section 9.6 will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9.6.5 The DB's indemnification obligation under Section 9.6 will not be limited by any insurance policy provided or required in connection with the Project.

9.6.6 The DB's obligations under Section 9.6 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Person indemnified under Section 9.6.

9.6.7 The DB's indemnification obligation under Section 9.6 will survive termination of the Contract and Contract Completion.

9.6.8 The Owner may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the DB is liable under Section 9.6. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the DB shall immediately pay the difference to the Owner.

ARTICLE 10 - SUSPENSION AND TERMINATION

10.1 Suspension of the Work.

10.1.1 The Owner, without prejudice to any other right or remedy it may have, may order the DB in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Owner may determine for any of the following reasons: (1) Defective Work; (2) the DB is causing undue risk of damage to any part of the Project or adjacent area; (3) the DB fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or (4) any other cause the Owner reasonably believes justifies suspension.

1. The Owner's exercise of its right to suspend the Work under this Section 10.1 shall not entitle the DB to any adjustment of the Contract Sum or Contract Times.
2. If the Owner is adjudged to have improperly suspended the Work under this Section 10.1.1, the DB shall have only such rights and remedies as arise under Article 7.

10.1.2 Upon receipt of notice of suspension under this Section 10.1, the DB shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The DB shall furnish a report to the Owner, within five (5) days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Owner may require.

10.1.3 The Owner's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the DB or any other party, and the Owner's exercise or failure to exercise the right shall not prejudice any of the Owner's other rights.

10.2 Termination for Convenience.

10.2.1 The Owner may terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon written notice to the DB.

10.2.2 Upon receipt of the notice of termination for convenience, the DB shall immediately proceed with performance of the following duties in accordance with instructions from the Owner:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed with Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

10.2.3 The Owner shall pay the DB in accordance with its Pricing for the percentage of the Work completed and the value of materials ordered and delivered, less any salvage credit the DB may receive for them.

10.2.4 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the DB has received payment, shall become the property of the Owner.

10.2.5 The DB is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the DB be entitled to (1) DB's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.

10.2.6 Notwithstanding any other provision of the Contract to the contrary, if the Contract is terminated before Contract Completion, the DB shall not be entitled to any portion of the DB's Contingency.

10.2.7 If the Owner terminates the Work under this Section 10.2, the termination shall not affect the rights or remedies of the Owner against the DB then existing or which may thereafter accrue.

10.2.8 Notwithstanding the foregoing Sections, if the Owner terminates the Work under this Section 10.2, but there exists an event of the DB's default, the DB shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in Section 10.3.

10.3 Termination for Cause.

10.3.1 The Owner may terminate all or a portion of the Contract if the DB commits a material breach of the Contract including but not limited to:

1. failure to prosecute the Work with the necessary force or in a timely manner;
2. refusal to remedy Defective Work;
3. failure to supply enough properly skilled workers or proper materials;
4. failure to properly make payment to Subcontractors or Consultants;
5. performance of any services outside of the United States;
6. permitting its Subcontractors or Consultants to perform any services outside of the United States; or
7. disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

10.3.2 If the Owner intends to exercise its termination rights under this Section 10.3, the Owner shall issue not less than 5-days' written notice to the DB and the DB's Surety.

10.3.3 Notwithstanding any provision of the Contract to the contrary (1) the issuance of a 72-Hour Notice under Section 5.22.1 is not a condition precedent to the Owner's exercise of its rights under Section 10.3 and (2) the Owner's decision to not issue a 72-Hour Notice under Section 5.22.1 will not prejudice the Owner's rights under Section 10.3.

10.3.4 If the DB fails to satisfy the requirements set forth in the 5-Day Notice within fifteen (15) days of receipt of the 5-Day Notice, the Owner may declare the DB in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

10.3.5 If the Contract is terminated, the DB's Surety may perform the Contract. If the DB's Surety does not commence performance of the Contract within ten (10) days of the date of Contract termination, the Owner may complete the Work by means the Owner determines appropriate. The Owner may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the Owner has paid.

10.3.6 If the Contract is terminated, the DB shall not be entitled to further payment. If the Contract Sum is exceeded by the costs of finishing the Work, including without limitation the fees and charges of contractors, engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the DB or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract. Notwithstanding any other provision of the Contract to the contrary, if the Contract is terminated before Contract Completion, the DB shall not be entitled to any portion of the DB's Contingency.

10.3.7 If the DB's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the DB in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Owner to complete the Work.

10.3.8 If the Owner terminates the Contract under this Section 10.3, the termination shall not affect any rights or remedies of the Owner against the DB then existing or which may thereafter accrue. The Owner's retention or payment of funds due the DB shall not release the DB or the DB's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

10.3.9 If the Owner is adjudged to have improperly terminated the Contract under this Section 10.3, the termination will be deemed to have been a termination under Section 10.2.

10.4 DB Insolvency.

10.4.1 Bankruptcy of DB. If the DB files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the DB, the DB as the debtor-in-possession, or the trustee of the DB's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code (11 U.S.C. § 365) within twenty (20) days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within forty-five (45) days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time limits provided by this Section 10.4 shall constitute a material breach of the Contract as time is of the essence with respect to DB's performance of all terms of this Contract. The DB agrees to the granting of relief from the automatic stay of the Bankruptcy Code (11 U.S.C. § 362(a)) to permit the Owner to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

10.4.2 Receivership or Assignment for the Benefit of Creditors. If the DB makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the DB's business or property, the Owner shall serve written notice on the DB and DB's Surety stating that any failure of the DB to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 11 - GENERAL PROVISIONS

11.1 DB's Documents and Contract Documents.

11.1.1 Ownership.

1. The Owner alone owns the DB's Documents and the Contract Documents and every right, title, and interest therein. The DB shall execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the DB's Documents and the Contract Documents.
2. The DB may retain copies, including reproducible copies, of the DB's Documents and the Contract Documents for information, reference, and performance of the Work.
3. The submission or distribution of the DB's Documents and the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the DB's Documents and the Contract Documents. Any unauthorized use of the DB's Documents and the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

11.1.2 Intent.

1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the DB.
2. The Contract Documents are complementary, and what is required by one is binding as if required by all.
3. The DB shall provide all services, labor, and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

4. The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.
5. The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the DB in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
6. In the event of inconsistency or conflict within the Contract Documents, the DB shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.
7. Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

11.1.3 Use of Electronic Files.

1. The Owner and DB reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.
2. The Owner and DB acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.
3. The Owner and DB do not warrant to each other that any Electronic File they provide (1) was not altered through transmission; (2) is compatible with the recipient's computer system or software; (3) will not be altered through degradation of the recipient's storage media; or (4) is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.
4. Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.
5. If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.
6. The Owner and DB shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.
7. In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.
8. This Section 11.1.3 does not relieve the DB of its responsibility for the preparation, completeness, or accuracy of the DB's Documents.

11.2 Public Relations.

11.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

11.2.2 Publicity after completion of the Project. After completion of the Project, the DB may exercise reasonable public relations and marketing efforts related to the Project, provided the DB properly identifies the Owner and its participation in the Project.

11.2.3 Professional Photography. If the DB commissions photography of the completed Project, the DB shall include in its photography agreements a release for unrestricted and unlimited use of

photographs by the Owner and shall provide the Owner with a reasonable quantity of photographs for use in the Owner's marketing and awareness activities, including, but not limited to, profiles of the Project on its websites and social media platforms.

11.2.4 Design Awards, Craft Awards, and Other Recognition. If the DB submits the Project for design awards, craft awards, or other similar venues for recognition of the Project, the DB shall properly identify the Owner and its participation in the Project. In addition, if the Project receives any design award, craft award, or other recognition, the DB shall provide duplicate copies of the award plaque or other memento of the award to the Owner.

11.3 Application and Governing Law.

11.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only the Common Pleas Court of Lake County, Ohio shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The DB irrevocably consents to such jurisdiction.

11.3.2 The parties to the Contract shall comply with Applicable Law.

11.3.3 Other rights and responsibilities of the DB and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

11.4 Conditions of the Contract. These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared and approved by the Owner.

11.5 Notice of Commencement.

11.5.1 The Owner shall prepare a Notice of Commencement and make it available as required under R.C. § 1311.252.

11.5.2 Upon request, the Owner or DB shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

11.6 Written Notice.

11.6.1 Notice under the Contract Documents shall be validly given if:

1. delivered personally to a member of the organization for whom the notice is intended;
2. delivered, or sent by registered or certified mail, to the last known business address of the organization; or
3. sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within three (3) business days after the date of the electronic transmission.

11.6.2 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the DB shall immediately notify the Owner by telephone.

11.6.3 The Owner or DB may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

11.7 Taxes.

11.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

11.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items such as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

11.8 Computing Time.

11.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

11.8.2 Except as excluded under Section 11.8.1, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days recognized as legal holidays.

11.9 Time of the Essence.

11.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing, the DB acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. The DB further acknowledges that any specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

1. The DB shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as may be provided.
2. The DB acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Times under Article 7.

11.10 Successors and Assigns.

11.10.1 The Owner and DB each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

11.10.2 The Owner and DB each state that there are no intended third-party beneficiary(ies) of this Contract.

11.10.3 The DB shall not assign, or transfer any right, title, or interest in this Contract without the Owner's prior written consent.

11.11 Extent of Contract.

11.11.1 Entire Agreement. The Contract Documents represent the entire and integrated agreement between the Owner and DB and supersede all prior negotiations, representations, or agreements, either written or oral.

11.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

11.11.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Request for Bid Proposals or this Contract, the provisions of this Contract shall prevail.

11.12 Severability. If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

11.13 Electronic and Facsimile Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon an electronic, scanned or facsimile signature of any other party delivered in such a manner as if such signature were an original.

11.14 No Third-Party Interest. Unless expressly provided in this Contract, (1) no person or entity, other than the Owner and DB, will have any right or interest under the Contract, and (2) the Contract does not create a contractual relationship of any kind between any people or entities other than the Owner and DB.

11.15 Ohio Retirement System.

11.15.1 All individuals employed by the DB that provide personal services to the Owner are not public employees for the purposes of R.C. Chapter 145, as amended.

11.15.2 If the DB is a PERS retirant, as defined by R.C. § 145.38, the DB shall notify the Owner of such status in writing prior to commencement of Work. The Owner is not responsible for changes to the DB's retirement benefits resulting from entering into this Contract.

11.16 No Waiver.

11.16.1 The failure of the Owner or DB to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

11.17 Rights and Remedies. The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

11.18 Survival of Obligations. All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

Prevailing Wages

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates.

1.1.1 The DB shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The DB shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of R.C. Chapter 4115.

1.1.3 If the DB or its Subcontractors fail to comply with R.C. Chapter 4115, the Owner may withhold payment pursuant to Section 8.3.1 of the General Conditions. The DB is liable for violations committed by the DB or its Subcontractors to the extent provided in R.C. Chapter 4115.

1.1.4 The DB shall submit all payroll reports necessary for compliance with the requirements of Section 1.2 for all of the employees of the DB and of the DB's Subcontractors.

1.1.5 By executing a Contract, the DB certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in R.C. §§ 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions.

1.2.1 The Owner shall, within seven (7) business days after receipt of a notice of a change in the prevailing wage rates, notify the DB of the change.

1.2.2 The DB shall pay any revised wage rates issued during the term of the Contract.

1.3 Prevailing Wage Coordinator. Owner shall within three (3) days of its Notice to Proceed designate and notify the DB the name of its prevailing wage coordinator.

1.4 Payroll Schedule. Within ten (10) days of the date of the Notice to Proceed, the DB shall provide the Owner a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.5 Payroll Records and Reports.

1.5.1 The DB shall submit payroll reports to the prevailing wage coordinator within two weeks after the initial pay date, which reports shall be certified by the DB that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The DB is responsible for submitting all payroll reports of its Subcontractors. Supplemental reports for each month thereafter unless the life of the contract is expected to be no more than four months from the beginning of performance in which event supplemental reports shall be filed each week after the initial report.

1.5.2 The certification of each payroll shall be executed by the DB and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

1. Each payroll report shall indicate the period covered and include a list containing each employee's name, current address, and last four digits of their social security number.
2. Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.
3. Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.
4. The DB and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

1.6 The DB shall file with the Owner upon completion of the Project and prior to final payment an affidavit stating that the DB and Subcontractors have fully complied with R.C. §§ 4115.03 to 4115.16.

END OF DOCUMENT

SECTION 4
SUPPLEMENTAL CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02 Delete paragraph 2.02A in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03 In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

- | | |
|--|-------------|
| (a) State | Statutory |
| (b) Applicable Federal (e.g., Longshoreman's): | Statutory |
| (c) Employer's Liability: | \$1,000,000 |

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

- (a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

- | | |
|--|--------------|
| Each Occurrence | \$2,000,000* |
| General Aggregate | \$4,000,000* |
| (b) Products and Completed Operations
Aggregate | \$1,000,000 |
- Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
- (c) Personal and Advertising Injury (Per Person/Organization and per occurrence) with Employment Exclusion deleted. \$1,000,000
- (d) Fire Damage \$100,000
- (e) *Umbrella Excess Liability – As needed to increase primary policy to required limits.
- (f) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply to this project only (Per Project Aggregate Limit).

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

- (a) Split Limits:
- | | | |
|------------------|-----------------|-------------|
| Bodily Injury, | Each Person: | \$2,000,000 |
| | Each Occurrence | \$2,000,000 |
| Property Damage, | Each Occurrence | \$1,000,000 |
- or**
- (b) Combined Single Limit
- | | | |
|------------------------------------|-----------------|-------------|
| Bodily Injury and Property Damage, | | |
| | Each Occurrence | \$2,000,000 |
- (c) Umbrella Excess Liability – as needed to increase Primary Policy to specified limits.

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following paragraphs:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with the Owner listed as the insured for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

SC-6.02(C) Add the following Paragraph:

The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a

waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio and Owner which are applicable during the performance of the work.

SC 6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.
2. Establishing and administrating the site safety program and procedures for the project.
3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.
4. Monitoring compliance with Laws and Regulations.
5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.
7. Coordinate Owner interface for utility tie-ins/shut downs.
8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, current edition in its place.

SC-13.07 (A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02 (A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

SC-14.02(A) (4) Add the following paragraph:

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate,

92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than \$5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

2/11

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

- 16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.
- 16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

- (A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- (B) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- (C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

- 16.01 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the _____ County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

***SECTION 5
STANDARD REQUIREMENTS
FOR FACILITY CONSTRUCTION
(DESIGN AND BUILD)***

Request for Bid Proposals (Design-Build Project)

Project Name Mentor Marina Floating Docks Response Deadline 2/13/2023 by 12:00 p.m. EST
Project Location Mentor Lagoons Marina Project Manager Kenn Kaminski
City / County Mentor / Lake
Owner City of Mentor

ARTICLE 1 - GENERAL INFORMATION

1.1 Purpose.

1.1.1 This is a Request for Bid Proposals (“BP”) for Design-Build Services for the Project. The Owner is requesting firms submit a BP to provide those services, as further detailed herein. The Owner reserves the right to reject all bids, re-bid, choose an alternate delivery method and/or not proceed with the Project.

1.1.2 BPs will be evaluated based upon criteria that will weigh design experience and process, construction service experience, fees, materials costs, design philosophy and the value of the end product for its intended purposes and use.

1.2 BP Materials.

This BP is organized into the following documents, which have been distributed with this BP:

1. This Request for Bid Proposals
2. Instructions to Bidders
3. Rating Form (including selection criteria)
4. Contract Form
5. Supplementary Scope (if applicable)
6. Subcontract Form
7. Performance Bond Form
8. Payment Bond Form
9. Contracting Definitions
10. General Conditions
11. Supplementary Conditions
12. Wage Rate Requirements

1.3 Prevailing Wage.

Prevailing wage rates are applicable to this Project.

1.4 Owner’s Qualification Criteria.

The Owner’s Qualification Criteria for this Project are:

1. List any lawsuits, claims, or demands, related to the company or organization's participation on any public contract, whether the lawsuit, claim or demand was initiated

by the public owner against the company or organization or initiated against the company or organization in its capacity as a subcontractor.

2. In the past five years, has the company or organization been requested by a public owner to return to address construction workmanship, performance, or installation issues. If yes, please state the project and type of contract, and describe your response to the request.
3. The design-build firm will be able to provide the necessary personnel, equipment, and facilities to perform the design-build services within the time required by the design-build construction contract.
4. Proposed design services/engineering fees and construction services fees are reasonable based upon the experience record of the key personnel performing the services.
5. The qualifications of the key personnel performing the design/engineering and construction services.
6. An evaluation via interviews of the firm's proposed delivery of the design/engineering services, inclusive of design philosophy, technical approaches, ability to communicate with and realize the goals and objectives of the Owner, and ability to address matters unknown to the Owner affecting the value and utility of the Project.
7. Rank the selected firms based on the Owner's evaluation of the value of each firm's pricing proposal, with such evaluation considering each firm's proposed costs and qualifications.
8. That the design-build firm understands and can successfully implement the essential requirements involved in providing the required design-build services, the provisions for the use of contingency funds, and the terms of the contract.

1.5 Selection Process and Contract Award Timeline.

The anticipated schedule for the selection and contract award appear in the table below. The Owner may, in its sole discretion, change this schedule at any time by giving notice to the prospective Bidders.

Activity	Date	Time
BP, Instructions and Materials Issued	01/25/2023	9:00 am EST
Pre-Proposal Site Visit at Mentor Lagoons Marina	02/7/2023	11 am EST
Bid Proposals Due	02/13/2023	12:00pm EST
Interviews	02/16/2023	TBD
Administrative Recommendation for Award	02/17/2023	
Contract Award (estimated)	02/21/2023	7:00 pm EST

1.6 Submission of Proposal.

A complete Proposal package must include:

1. Technical Proposal.
2. Pricing.
3. Design Concept Documents.
4. Evidence of Insurance and Bonding.
5. Qualification Criteria, as per Section 1.4.
6. List of proposed subcontractors.

1.7 A complete BP must be submitted by the Bid Proposals Due date and time as stated in section 1.5, sealed in an envelope addressed to:

City of Mentor
c/o Purchasing Department
8500 Civic Center Boulevard
Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder and the general item(s) proposed, and the date of the proposals are to be opened.

1.8 Interview.

1.8.1 The purpose of the interview is to allow the Owner to meet the Bidder's proposed Project team, become familiar with key personnel, and to understand the Bidder's approach and ability to meet the Project's objectives. The interview will not be scored or included in the scoring of the BP.

1.8.2 Interviews will be held at 8500 Civic Center Boulevard, Mentor, Ohio 44060. Each firm will have a total of twenty (20) minutes minutes for their presentation followed by twenty (20) minutes of questions.

1.8.3 Firms are requested to clarify the information provided in their proposal during the time allotted for each interview. The order is not important as long as such information is presented during the interview.

1.8.4 The Project Manager will contact each Bidder to schedule individual times for the interviews.

1.9 Bid Recommendation and Award.

1.9.1 The City Administration will evaluate each BP using the technical criteria to evaluate the Technical Proposal and the pricing criteria to evaluate the Pricing. The Technical Proposal will be evaluated separately from the Pricing. Those evaluations will be combined using the weighting shown on the Rating Form to reach a final evaluation of the BP. The Administration will rank the BPs based on the final evaluations to identify the BP which presents the lowest, best value for the Project.

1.9.2 Contract award is subject to the final judgment of the Council of the City of Mentor which may only occur by the enactment of an ordinance accepting and approving the contract, subject as well to appropriation of the funds necessary meet the City of Mentor's contractual obligations. The Council is not bound to accept the Administration's recommended award. The Council's judgment with respect to the award is final.

ARTICLE 2 - PROJECT DESCRIPTION

2.1 Project Scope and Related Information.

2.1.1 Description.

1. All Design/Engineering services necessary for construction of the Project;
2. All surveys, samples, testing, permitting and other approvals necessary for construction of the Project;
3. Construction of up to twenty-five (25) double slip floating docks (fifty [50] total dock slips), including electrical and water service, as follows:
 - (a) One (1) 30-amp service provided for each boat (two per double slip);
 - (b) One water service bib for every two (2) boats (one per double slip); and
 - (c) Decking should be either a plastic or composite material.

The design shall be such that the floating docks, and inclusive of the water/electrical services, are readily expandable without resort to substantial alterations/upgrades to the Project.

4. Construction of twenty (20) linear feet of steel bulkhead wall to which the floating docks will be attached;
5. Construction of approximately one hundred ten (110) linear feet of a ten (10) feet wide sidewalk from the floating dock/bulkhead to an existing asphalt drive to the east of the Project;
6. Construction of four (4) separate jet ski docks each holding up to eight (8) jet skis; and
7. Restoration of all areas disturbed by Project construction.

2.1.2 Location.

The Project area is graphically shown in Exhibit "A."

2.1.3 Estimated Cost of Project Delivery.

The contract will be awarded on a not-to-exceed cost basis (the "Contract Sum"). A bid must include all costs for Project delivery, including without limitation all Design/Engineering services and contingencies. The Project is estimated at a total maximum cost of \$700,000.

2.2 Project Schedule.

The anticipated Project Schedule presently includes the following activities:

Activity	Start Date	End Date
Contract Award (estimated)	02/21/2023	N/A
Design Meeting(s)	March 9, 2023	
Surveys, Sampling and Testing	March of 2023	
Pre-Construction Meeting	April 2023	
Construction	April 2023	Sept 2023
Project Delivery	N/A	

ARTICLE 3 - REQUIRED BP SUBMISSIONS

3.1 General Requirements.

The BP must include a Technical Proposal and Pricing as described below. Divide and organize the BP accordingly.

3.2 Technical Proposal Requirements.

The Technical Proposal must include the below-listed items (and only the below-listed items) and must be clearly divided/organized as described.

3.2.1 Proposed Staffing.

1. Describe the proposed staffing for the Project.
2. Identify the proposed Project team (include key personnel responsible for Project Design/Engineering and Construction Services, including the key personnel of any subcontractors). Provide experience records for the key personnel.
3. Describe the availability of each member of the Bidder's proposed Project team and the amount of time each team member is expected to dedicate to the Project.
4. Describe the ability and/or limitations on the ability of the proposed Project team to accommodate changes in the Project's schedule.
5. Identify comparable projects in which the Bidder or subcontractor, if applicable, acted as the principal in Design/Engineering and/or Construction Services. Include contact information for those project owners.

3.2.2 Subcontracting Plan: Outline the plan for qualifying subcontractors including the (1) general and Project-specific qualification criteria, and (2) the evaluation processes.

3.2.3 Procurement Strategies.

1. Describe the Bidder's buyout plan for the Project.
2. Identify any anticipated labor-, materials-, and equipment-procurement difficulties and the Bidder's plan for addressing those difficulties.

3.2.4 Long-lead and Bulk-purchase Strategies.

1. Identify any anticipated long-lead items and describe the Bidder's plan for procuring those items within the anticipated Project schedule.
2. Identify any anticipated bulk-purchase opportunities for the Project and describe the Bidder's plan for taking advantage of those opportunities.

3.2.5 Support of Owner Objectives: Describe how the Bidder's procurement strategies support the Owner's identified scope, schedule, budget, and other objectives for the Project.

3.2.6 Value Added Suggestions.

1. Describe the Bidder's suggestions (if any) related to construction feasibility; time requirements for Project completion; Project lifespan; and factors related to construction cost, including suggestions for alternative designs or materials.
2. Describe the benefits to the Owner of each suggested alternate.

3.2.7 Schedule.

3.2.7.1 Baseline Schedule.

Provide a detailed schedule which clearly identifies the manner in which the Bidder proposes to sequence the Work and complete it within the Project's schedule requirements.

3.2.7.2 Schedule Enhancements.

Describe the Bidder's proposed Schedule Enhancements (if any) for alternative approaches to the baseline Project schedule. For each proposed Schedule Enhancement or other suggestion, identify all anticipated effects on the Project's scope, cost, and other Project participants and all associated assumptions.

Provide a detailed schedule, which clearly identifies the incorporation of the proposed Schedule Enhancements or other suggestions into the baseline schedule.

3.2.8 Phasing/Procurement Activities.

Identify all phasing/procurement activities and the manner in which the Bidder proposes to sequence phasing and procurement activities in order to complete the Project within the Project's schedule requirements.

3.2.9 Site Logistics and Safety.

1. Provide an outline or diagram or both of the Bidder's anticipated site logistics plan. The plan must be designed to minimize disruptions to the day-to-day operations and use of the Marina.

2. Provide an outline of the Bidder's anticipated site safety plan.

3.2.10 Quality-Assurance/Quality-Control ("QA/QC") Plan.

Provide the Bidder's QA/QC Plan for both the Design/Engineering Stage and Construction Stage of the Project.

3.2.11 Unique Challenges and Solutions.

1. Describe any Bidder-identified challenges that are unique to the Project and its anticipated scope and provide suggested solutions to the identified challenges.
2. Describe any Bidder-identified challenges that are unique to the Project's budget and schedule characteristics and provide suggested solutions to the identified challenges.
3. Describe any Bidder-identified challenges that are unique to the Project's quality and process characteristics and provide suggested solutions to the identified challenges.

3.2.12 Project-Specific Information - Lifespan.

Provide an analysis of the projected lifespan of the Project's major components, as per Section 3.3.2.

3.2.13 Additional Considerations.

Concisely identify any additional considerations the Bidder believes are relevant to the Project. The Owner will not review or consider copies of general marketing materials, web-site printouts, or any other information not specific to the Project.

3.3 Pricing Requirements.

The Pricing must itemize construction costs by labor, materials, and other non-incidentals costs. No provisions for labor and/or materials cost escalation and/or reimbursable expenses will be considered.

3.3.1 Design/Engineering Services Fees.

Provide your proposed lump sum fee for the Design/Engineering services. The lump sum fee must include all surveys, sampling, testing and permitting fees; meetings with the Owner; and must anticipate multiple plan revisions at the request of the Owner and/or due to changed and/or unforeseen conditions. Costs of surveys, sampling, testing and permitting fees and the preparation of all plans and drawings may be included in the lump sum fee or separately itemized.

3.3.2 Construction Labor/Materials Costs.

Provide the labor costs and the costs for the major component materials, by separate itemization, for each of the following Project components:

1. Construction of up to twenty-five (25) double slip floating docks (fifty [50] total dock slips);
2. Installation of one (1) 30-amp service for each boat (two per double slip);
3. Installation of one water service bib for every two (2) boats (one per double slip);
4. Construction of twenty (20) linear feet of steel bulkhead wall to which the floating docks will be attached;
5. Construction of approximately one hundred ten (110) linear feet of a ten (10) feet wide sidewalk from the floating dock/bulkhead to an existing asphalt drive to the east of the Project; and
6. Construction of four (4) separate jet ski docks each holding up to eight (8) jet skis.

3.3.3 Statement of General Conditions Costs. Provide your proposed General Conditions Costs based upon the definition provided in the Contract Documents.

3.3.4 Statement of Contingency Requirements.

Indicate the anticipated level of contingency that will be within the total Contract Sum for the Project as a percentage of the cost of the work, and any recommendations on the use of such contingency. Note that the contingency is not to be used for labor and/or materials escalation, but only for conditions that were not reasonably foreseeable at the time of contract award. The full amount of any unused contingency shall be credited to the Owner upon Project close out.

3.4 Bonding/Insurance.

3.4.1 Provide evidence of capacity to provide bonding in the amount of the Contract Sum, based on the estimated Construction Budget (e.g., a letter from its Surety or Sureties stating that the Bidder is eligible for the Performance Bond and Payment Bond for one hundred (100%) percent of the

estimated Contract Sum if the Bidder is selected), and a copy of the Bidder's certificate of insurance showing the Bidder's current limits of liability for commercial general liability, employer's liability, business automobile (and watercraft, if applicable) liability and professional liability. Failure of the Bidder to provide acceptable evidence of bonding capacity sufficient to complete the Project may result in disqualification of the Bidder and rejection of its BP.

3.4.2 Provide evidence of coverage or capacity for coverage for Design and Engineering services (practice professional policy and/or project-specific policy) required by the Contract Documents.

3.4.3. Provide evidence of capacity for coverage for the Builder's Risk insurance required by the Contract Documents.

3.4.4 Provide evidence of Ohio Bureau of Workers' Compensation Certificate of Premium Payment.

3.4.5 Provide Certificate of Insurance (ACORD form is acceptable), a copy of additional insured or loss payee endorsement(s) reflecting coverage that complies with the Contract's requirements, and a current loss run report for the current policy period of the required professional liability insurance.

3.4.6 Certificate of Compliance with Affirmative Action Programs, issued by the Equal Opportunity Coordinator. [if applicable].

3.4.7 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC [if applicable].

3.5 Ohio Registration.

3.5.1 If the Bidder is a foreign corporation (i.e., not incorporated under Ohio law), it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in Ohio.

3.5.2 If the Bidder is an individual or partnership, nonresident of the State of Ohio, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under Ohio Revised Code § 153.05 or under §§ 4123.01 to 4123.94, inclusive.

ARTICLE 4 - GENERAL PROVISIONS

4.1 Questions.

4.1.1 All questions must be submitted in writing to the Project Manager.

Kenn Kaminski, Director of Parks and Recreation
City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060
kaminski@cityofmentor.com

The Project Manager will email the answers to all Bidders. The Bidders shall communicate only through the Project Manager.

4.2.2 The Project Manager may also email other Project-related information to the Bidders.

4.2 Proposal Certifications.

By submitting a Bid, the Bidder certifies to the Owner that:

4.2.1 The Bidder is not the subject of an unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code § 9.24;

4.2.2 The Bidder is not debarred under Ohio Revised Code § 153.02;

4.2.3 The Bidder has not been found by a court to be in default of a judgment or breach of settlement agreement; and

4.2.4 The Bidder has not violated Ohio Revised Code § 3517.102 by exceeding allowable campaign contributions.

4.3 Cancellation and Rejection; Waiver of Minor Errors.

4.3.1 The Owner may reject all BPs and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Bidder arising out of any cancellation of this solicitation or rejection of any related submission.

4.3.2 BPs shall be rejected if it is determined that:

4.3.2.1 Pursuant to Ohio Revised Code § 9.24 because the Bidder has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

4.3.2.2 Pursuant to Ohio Revised Code § 153.02 because the Bidder is debarred;

4.3.2.3 Because the Bidder has been found by a court to be in default of a judgment or breach of settlement agreement;

4.3.2.4 If the Bidder has violated Ohio Revised Code § 3517.102 by exceeding allowable campaign contributions; and

4.3.2.5 Any material error, omission, misstatement, or other irregularity with the BP.

4.3.3 Award of Contract is only legally effective upon final legislative approval by the Council of the City of Mentor.

4.3.4 The Owner may waive minor errors that do not change the results of the Bid selection process.

4.4 Proposal Revision.

The Owner may request a clarification of any Bid, in which event the Bidder must submit the clarification in writing to the Owner by the date specified in the Request for Bid Proposals.

4.5 Applicable Law and Forum.

The rights of any Bidder or any party to a subsequent Contract shall be governed by Ohio law, and only the Court of Common Pleas, Lake County, Ohio shall have jurisdiction over any action

or proceeding related to the BP or any subsequent Contract. The Bidder irrevocably consents to that jurisdiction.

4.6 Public Records.

Documents submitted to the Owner in response to the Request for Bid Proposals are public and will be available for inspection under Ohio Revised Code § 149.43 after announcement of the selected firm.

END OF DOCUMENT

Rating Form (Design-Build Contract)

A. Technical Proposal Evaluation (100 points maximum before weighting)			
Criteria	Description	Range	Score
1. Proposed Staffing	Experience, Availability, Flexibility to Schedule Changes, Representative Projects	0 - 25	
2. Subcontracting Plan	Qualification Plan, Experience, Representative Projects	0 - 10	
3. Schedule	Baseline, Schedule Enhancements, Procurement Strategies, Phasing/Procurement Activities	0 - 10	
4. Design & Materials	Owner Goals and Objectives / Functionality and Aesthetics / Innovative Strategies / Future Expansion / Life Cycle and Costs	0 - 25	
5. Value Added Suggestions	Design and Construction Alternatives	0 - 10	
6. Quality Assurance / Quality Control Plan	Design Phase / Scheduling / Construction	0 - 10	
7. Unique Challenges and Solutions	Project / Scope and Characteristics / Budget / Schedule / Quality and Process	0 - 10	

Total Technical Score:		
Score	x	Weight = Subtotal (A)
		60%

B. Pricing (100 points maximum before weighting)			
Criteria	Description	Range	Score
1. Design / Engineering Services Fee	Lump sum only. Costs and fees for survey, sampling, testing, permitting, drawing and plan preparation may be separately itemized.	0 - 25	
2. Construction Labor	Itemized for each Project component as per Section 3.3.2.	0 - 25	
3. Construction Materials	Itemized for each Project component as per Section 3.3.2.	0 - 25	
4. General Conditions Costs	As per the Contract Documents.	0 - 15	
5. Contingency Amount	As per the BP at Section 3.3.4.	0 - 10	

Total Pricing Score:		
Score	x	Weight = Subtotal (B)
		40%
Total Score		
Subtotal (A)	+	Subtotal (B) = Total

SECTION 6
EXHIBITS



▼ Enter PIN, Owner, or Adresse 🔍



300ft

-81.331 41.729 Degrees



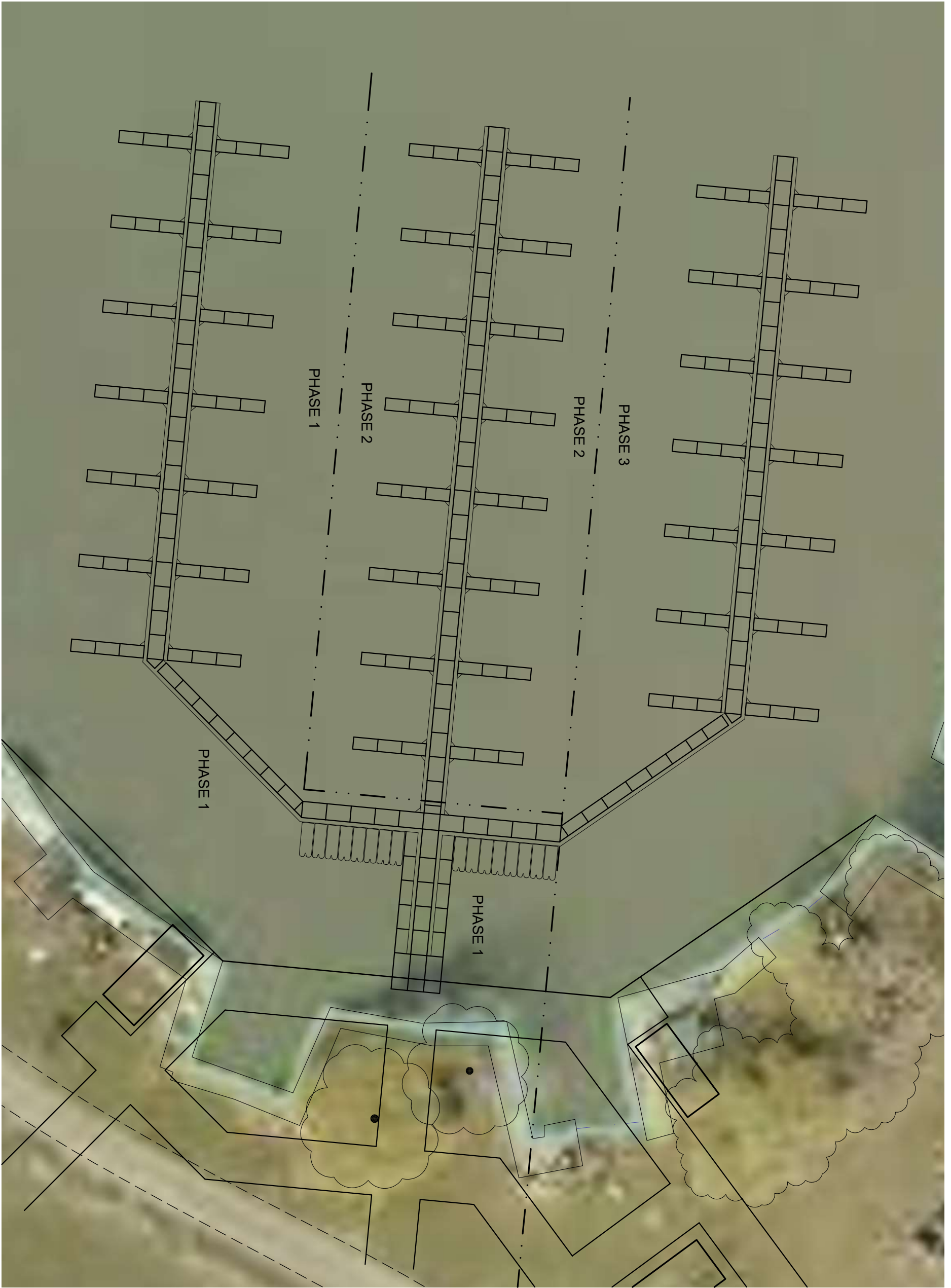


▼ Enter PIN, Owner, or Adresse 🔍



300ft

-81.333 41.728 Degrees



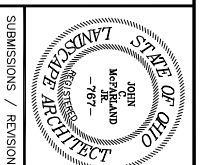
NORTH
 SCALE: 1" = 40'

EXHIBIT C



City of Mentor
 8500 Civic Center Drive
 Mentor, OH 44060
 (440) 974-5740

**MENTOR MARINA &
 LAGOONS IMPROVEMENTS**
 MENTOR, OH
MARINA BOAT DOCK STUDY



DATE:	12/09/2022
DRAWN BY:	j.mcfarland
CHECKED BY:	
APPROVED BY:	
F.B. No.:	Pg. 9
SCALE:	
HOR.:	1" = 40'
VERT.:	
CONTRACT NO.:	00000
SHEET NO. OF	1 OF 1

SUBMISSIONS / REVISIONS

***SECTION 7
SPECIFIC PROJECT
REQUIREMENTS***

SPECIFIC PROJECT REQUIREMENTS

1) Contact During Bidding

All Questions during bidding should be addressed to Kenn Kaminski, Director of Parks and Recreation, can be reached at the City of Mentor Community Recreation Center, 6000 Heisley Road, Mentor, Ohio 44060 at (440) 974-5722.

2) Taxes

The Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by the Contractor in accordance with the Laws and Regulations of the United States, State of Ohio, and City of Mentor which are applicable during the performance of the work.

3) Working Hours

The standard work hours for this project shall be between the hours of 8:00 am and 4:30 pm unless specifically approved by the engineer. Work shall not be permitted nights, or on Saturday, Sunday, or legal holidays, without written permission of the City of Mentor.

As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing drives, parking lots or walks by his equipment or that of subcontractors or suppliers

4) Project Minimum Requirements (ALL CONTRACTS)

The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel.

The Contractor will be allowed the use of as much of the site as is necessary for his operation.

All work performed by the contractor must be under the inspection, supervision, and with the approval of the appropriate City official representative.

Disturbed areas associated with the Project shall be restored by the contractor.

All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

SECTION 8
PREVAILING WAGE

PREVAILING WAGES

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>). This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

Prevailing Wage Determination Cover Letter

County:

-Select-

Determination Date: 01/18/2023

Expiration Date: 04/18/2023

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

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

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

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

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

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

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

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

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

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

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

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

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



- ▶ forms
- ▶ contacts
- ▶ about LAWS
- ▶ search

Ohio Department of Commerce
Bureau of Wage & Hour Administration

[Consumers](#)

[Business](#)

[License/Permit Holders & Applicants](#)

[Other Government Agencies](#)

[Back to wage rate search](#) [Back to Home](#)

Classification = All, County = LAKE, Union = All

County	Classification	Effective	Posted	Union
LAKE	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
LAKE	Asbestos Worker	9/21/2022	9/21/2022	Asbestos Local 3 Heat & Frost Insulators
LAKE	Boilermaker	4/3/2019	4/3/2019	Boilermaker Local 744
LAKE	Bricklayer	5/25/2022	5/25/2022	Bricklayer Local 16
LAKE	Bricklayer	5/18/2022	5/18/2022	Bricklayer Local 36 Zone 1 Tile Finisher
LAKE	Bricklayer	5/18/2022	5/18/2022	Bricklayer Local 36 Zone 1 Tile Layer
LAKE	Bricklayer	6/1/2022	6/1/2022	Bricklayer Local 5 Marble Mason
LAKE	Bricklayer	6/1/2022	6/1/2022	Bricklayer Local 5 Marble, Terrazzo & Mosaic
LAKE	Bricklayer	5/18/2022	5/18/2022	Bricklayer Local 5 Terrazzo Finisher
LAKE	Bricklayer	5/18/2022	5/18/2022	Bricklayer Local 5 Tile & Marble Finisher
LAKE	Carpenter	6/15/2022	6/15/2022	Carpenter Commercial NE Zone 3
LAKE	Carpenter	6/15/2022	6/15/2022	Carpenter Floorlayer NE Zone 3
LAKE	Carpenter	6/15/2022	6/15/2022	Carpenter Insulation NE Zone 3
LAKE	Carpenter	6/29/2022	6/29/2022	Carpenter Millwright NE Zone M1
LAKE	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
LAKE	Carpenter	6/15/2022	6/15/2022	Carpenter Pile Driver NE Zone P1
LAKE	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HevHwy A
LAKE	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HevHwy B
LAKE	Cement	8/25/2021	8/25/2021	Cement Mason Local 404
LAKE	Cement Mason	5/5/2022	5/5/2022	Cement Mason Statewide HevHwy Exhibit B District I
LAKE	Electrical	2/16/2022	2/16/2022	Electrical Local 673 Inside
LAKE	Electrical	2/23/2022	2/23/2022	Electrical Local 673 Inside Lt Commercial Northern
LAKE	Electrical	11/10/2022	11/10/2022	Electrical Local 673 Lightning Rod
LAKE	Voice Data Video	6/25/2020	6/25/2020	Electrical Local 673 Voice Data Video
LAKE	Lineman	8/4/2022	8/4/2022	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
LAKE	Lineman	8/4/2022	8/4/2022	Electrical Local 71 Cleveland Commercial Projects
LAKE	Lineman	8/4/2022	8/4/2022	Electrical Local 71 Cleveland Municipal Power & Transit
LAKE	Lineman	1/3/2023	12/28/2022	Electrical Local 71 High Tension Pipe Type Cable
LAKE	Lineman	1/3/2023	12/28/2022	Electrical Local 71 Outside Utility Power
LAKE	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
LAKE	Elevator	5/30/2012	5/30/2012	Elevator Local 17
LAKE	Elevator	6/8/2022	6/8/2022	Elevator Local 17
LAKE	Glazier	1/18/2023	1/18/2023	Glazier Local 181
LAKE	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
LAKE	Laborer	5/11/2022	5/11/2022	Labor Local 310
LAKE	Laborer Group 1	6/1/2022	6/1/2022	Laborer HevHwy 1A
LAKE	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - Building Local 18 - Zone I (A)
LAKE	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - HevHwy Zone I
LAKE	Drywall Finisher	1/18/2023	1/18/2023	Painter Local 505
LAKE	Painter	6/10/2015	6/10/2015	Painter Local 639
LAKE	Painter	6/29/2021	6/29/2021	Painter Local 639 Zone 1 Sign
LAKE	Painter	12/31/2021	12/22/2021	Painter Local 707
LAKE	Painter	12/31/2021	12/22/2021	Painter Local 707 HvyHwy
LAKE	Sprinkler Fitter	7/20/2022	7/20/2022	Pipefitter Local 120
LAKE	Pipefitter	7/20/2022	7/20/2022	Pipefitter Local 120
LAKE	Pipefitter	7/20/2022	7/20/2022	Pipefitter Local 120 Mechanical Equipment
LAKE	Plaster	6/3/2022	6/3/2022	Plasterer Local 526
LAKE	Plumber	6/8/2022	6/8/2022	Plumber Local 55
LAKE	Roofer	10/5/2022	10/5/2022	Roofer Local 44
LAKE	Sheet Metal Worker	8/1/2022	7/27/2022	Sheet Metal Local 33 Industrial Door
LAKE	Sheet Metal Worker	11/7/2022	10/12/2022	Sheet Metal Local 33 (Cleveland)
LAKE	Truck Driver	8/12/2015	8/12/2015	Truck Driver HevHwy 436
LAKE	Cement Mason	5/5/2022	5/5/2022	Cement Mason Statewide HevHwy

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PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

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

“New” construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
---	-----------------

As of January 1, 2022:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$96,091
---	-----------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$28,789
---	-----------------

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

If there are questions concerning this notification, please contact:

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



PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

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

Intentional Violations

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

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



**Department
of Commerce**

Division of Industrial Compliance

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger\journals and canceled checks\check register.
 3. Fringe benefit records must include program, address, account number, & canceled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9099

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov



**Department
of Commerce**

Division of Industrial Compliance

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

CERTIFIED PAYROLL REPORT

Employer Name & Address		Name of General / Prime Contractor			Project Name & Location					Contracting Public Authority									
Check if subcontractor <input type="checkbox"/>		Week Ending			Payroll #					Project Number									
					Page _____ Of _____														
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date					4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes:					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
										Cash	Approved Plans	Cash & Approved Plans	H&W	Pens					
		OT																	
		ST																	
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6-11-79

Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____

Signature _____



Department of Commerce

Division of Industrial Compliance

John R. Kasich, Governor
Jacqueline T. Williams, Director

Instructions for Filing a Minimum Wage Complaint

There is no cost in having a valid complaint investigated by our office. Please be advised, we cannot provide legal advice or act as your attorney. Also, please note, this office is only able to pursue minimum wage for the hours that are found to be unpaid. You also have the option of pursuing your complaint privately or you may wish to contact an attorney. However, you cannot pursue your complaint through both processes at the same time.

After reviewing the guidelines below, if you believe that your situation falls within our investigatory limitations, you may file a complaint with our office.

The Bureau of Wage and Hour Administration investigates complaints involving the following:

- Minimum wage not being paid,
- Overtime not being paid,
- Unauthorized deductions, and
- Last paychecks being held.

We cannot collect wages owed for the any of the following reasons:

- Vacation pay,
- Sick leave,
- Holidays, or
- Other employment benefits promised to you.

In addition, we cannot investigate a complaint if you believe you were improperly terminated or if your employer did not properly withhold taxes, social security, etc.

In order to file a complaint, please follow these steps:

1. Fill in the form completely using black or blue ink. Please print legibly.
2. Provide copies, NOT originals, of the following; pay stubs, time sheets and any other records that will help prove your claim.
3. Use a separate sheet of paper to explain your situation, if needed.
4. Please have your signature notarized.
5. If you wish to remain anonymous, please indicate that by selecting the correct boxes on the form. Please note, you will remain anonymous until such time that wages are to be paid.
6. Submit the completed complaint form and your records to:

Division of Industrial Compliance
Bureau of Wage and Hour Administration,
6606 Tussing Road
Reynoldsburg, OH 43068

Please note, a complaint will be rejected if it does not contain complete and sufficient information. A complaint may also be rejected depending on your employment status (i.e. an exempt employee).

Bureau of Wage and Hour Administration
6606 Tussing Road
PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.

An Equal Opportunity Employer and Service Provider

614 | 644 2239
Fax 614 | 728 8639
TTY/TDD 800 | 750 0750
www.com.ohio.gov



Department of Commerce

Division of Industrial Compliance
 John R. Kasich, Governor
 Jacqueline T. Williams, Director

MINIMUM WAGE COMPLAINT

Current Status With this Employer: Present employee of business? <input type="checkbox"/> Yes <input type="checkbox"/> No Former employee of business? <input type="checkbox"/> Yes <input type="checkbox"/> No Reason for filing complaint: <input type="checkbox"/> Minimum wage not paid <input type="checkbox"/> Overtime not paid <input type="checkbox"/> Unpaid wages <input type="checkbox"/> Last pay not received <input type="checkbox"/> Other (Explain in comments section below)	DO NOT WRITE IN THIS AREA	
	Case # _____	
	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Rejected <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Denied <input type="checkbox"/> Yes <input type="checkbox"/> No	County _____
Investigator _____	Comments: _____	

INCOMPLETE FORMS WILL BE RETURNED

EMPLOYER INFORMATION		Name _____			
Telephone _____		Address _____			
Email/Website _____		City _____	State _____	Zip _____	County _____
Type of Business _____		Number of Employees <input type="checkbox"/> 0-5 <input type="checkbox"/> 10 - 25 <input type="checkbox"/> 50 - 75 <input type="checkbox"/> 100 Plus			
Owner's name _____		Supervisor's name and title _____			
Is the business still operating? <input type="checkbox"/> Yes <input type="checkbox"/> No		Has the business filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Business is _____ Over / _____ Under \$500,000. per year					
COMPLAINANT/EMPLOYEE INFORMATION		Name _____			
Employees should include copies of pay stubs, time cards, or any other documents that will assist in our investigation		Address _____			
Telephone _____		City _____	State _____	Zip _____	County _____
Other telephone numbers where you can be reached: _____					
Email _____		<input type="checkbox"/> Yes, I authorize the use of my name <input type="checkbox"/> No, I do not authorize the use of my name			
Are you over 18 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No	How long did you work there? From ____/____/____ To ____/____/____	What position did you hold? _____			
WAGE PAYMENTS		Are any part of these wages for?			
<input type="checkbox"/> Hourly? Amount _____	<input type="checkbox"/> Weekly?	Bonus		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Salary? Amount _____	<input type="checkbox"/> Bi-weekly?	Commission		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Overtime? Amount _____	<input type="checkbox"/> Monthly?	Vacation/Holiday Pay/Sick Leave		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Were tips received? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you owe your employer for advances, loans, merchandise, etc.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, was at least \$30 in tips reported each week? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, amount owed:		\$ _____	
Were you employed:		Did employer keep time records?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
In outside sales? <input type="checkbox"/> Yes <input type="checkbox"/> No		Were you paid in cash?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
In a managerial/supervisory position? <input type="checkbox"/> Yes <input type="checkbox"/> No		Did employer keep wage records?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
By a governmental agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you have your own record of hours worked?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
In a professional position? <input type="checkbox"/> Yes <input type="checkbox"/> No					
In interstate commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No					
HOW MUCH ARE YOU OWED? \$ _____					
TIME PERIOD From ____/____/____ To ____/____/____					


NUMBER OF HOURS WAGES CLAIMED FOR _____	Were deductions for taxes, etc. withheld? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, were amounts listed on pay stubs? <input type="checkbox"/> Yes <input type="checkbox"/> No

ADDITIONAL COMMENTS:

Please Attach Additional Sheets If Necessary

ATTACH ANY INFORMATION TO SUBSTANTIATE YOUR CLAIM. UNSUBSTANTIATED CLAIMS MAY BE RETURNED.

<p>SPECIAL NOTICE</p> <p>I _____, on this day _____</p> <p><input type="checkbox"/> Do <input type="checkbox"/> Do Not</p> <p>Assign to the Ohio Department of Commerce all rights, title, and interest to my claim for wages against _____ (Employer)</p> <p>In assigning these rights, I am aware that I must submit written notice of any change in my representational status.</p>	<p><input type="checkbox"/> Yes, I authorize the use of my name <input type="checkbox"/> No, I do not authorize the use of my name</p> <hr/> <p>Signature _____ date _____</p>
---	--

<p>SIGNATURE & NOTARY</p> <p>Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued of those persons who "knowingly swear or affirm the truth of a false statement when... the statement is sworn or affirmed before a notary public..."</p> <p>Sworn to before me and subscribed by the said:</p> <hr/> <p>In my presence this _____ day of _____ 20____</p> <p>_____ Notary Public</p> <p>(Revised 9/30/11)</p>	<p>Complaints will be returned if not complete & signed</p> <p>I hereby certify that this is a true statement to the best of my knowledge and belief.</p> <hr/> <p>Signature _____ date _____</p> <hr/> <p>Return to:</p> <p>Ohio Department of Commerce Division of Industrial Compliance Bureau of Wage & Hour Administration 6606 Tussing Road, P.O. Box 4009 Reynoldsburg, OH 43068 - 9009 614-644-2239 Fax 614-644-8639</p> 
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*** INCOMPLETE FORMS WILL BE RETURNED ***



INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

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

CONTACT US

Division of Industrial Compliance
 6606 Tussey Road
 Reynoldsburg, OH 43068

Phone: 614.644.2232
 Fax: 614.644.2618
 Email: com@com.ohio.gov

Feedback
 Contact the Webmaster for Operations
 of Commerce on the Website
webmaster@com.ohio.gov

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
 Bidder Information Database
 Building Code Compliance Electronic Plan
 Submissions
 Board of Building Appeals Case Lookup
 Elevator Database Lookup

RESOURCES

Federal Wage and Hour
 U.S. Consumer Product Safety
 Commission
 National Electric, Fire Alarm and Sprinkler
 Codes
 Minor Labor Law Poster
 2017 Minimum Wage Poster
 2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Marshall
 Superintendent Geoff Eaton

com.Ohio.gov



BEFORE FILING A PREVAILING WAGE COMPLAINT, PLEASE READ CAREFULLY!

You May File A Complaint With This Division If:

- A. You were or are employed on the project.
- B. You meet one of the following:

- Any person who submits a bid for the purpose of securing the award of a contract for construction of the public improvement.
- Any person acting as a subcontractor of a person mentioned in (B.1.) above.
- Any bona fide organization of labor which has as members or is authorized to represent employees of a person mentioned in (B.1. or B.2.) and which exists, in whole or in part, for the purpose of negotiating with employers concerning the wages, hours, or terms and conditions of employment of employees.
- Any association having as members any of the persons mentioned in (B.1. or B.2.) of this section.

Do Not Fill Out This Form If:

- A. The project has been completed for two (2) years.
- B. You acted as an "independent contractor" and not as an "employee" of the business, or you were self-employed.
- C. You already have a judgement involving the same wage claim.
- D. The contractor has filed for bankruptcy. (If so, you will need to contact the Bankruptcy Court for further instructions.)

Filing More Than One Complaint:

- A. You must use a separate complaint form for filing against each contractor and/or project.
- B. Each claimant intending to file against a contractor and/or project must use a separate complaint form.

Completing The Prevailing Wage Complaint Form:

- A. Download or view the form, then print out a copy of the form (it is a legal size document, 8 1/2" by 11").
- B. Read all questions on the wage claim form carefully before answering. Please fill out your claim completely, legibly, and accurately. You must sign, date, and have it notarized.
- C. Provide the contractor's name, name of business, correct address, county, and telephone number. You as the claimant are responsible for providing this information.
- D. To help prove your claim, please provide copies of any documentation you have available. For example, pay stubs or a personal record of hours worked on the project. **DO NOT SEND ORIGINALS.**
- E. Be certain that your name, address, social security number, and telephone number are correct. If you do not have a telephone number, please supply this Division with a telephone number where we can reach you. If your address or telephone number changes, it is your responsibility to notify us immediately or your claim could be closed.

The Prevailing Wage Complaint Form (PDF) can be downloaded [here](#).

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CONTACT US

Division of Industrial Compliance & Labor
5800 Tusling Road
Reynoldsburg, OH 43068

Phone: 614.644.2223
1.800.444.2613
Email: com@dico.ohio.gov

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:
petrus@com.dico.ohio.gov

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electrical Fire Alarm and Sprinkler
Codes
Minor Labor Law Poster
2017 Minimum Wage Poster
2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxwell
Supervisor Geoff Eaton

com. Ohio.gov

**CITY OF MENTOR
PREVAILING WAGE RELEASE FORM**

CONTRACTOR NAME:

ADDRESS:

PHONE/E-MAIL:

I, _____, the owner operator driver of this dump truck hired by
_____ of _____, Ohio for the use at _____
(general contractor on project) *(project)*

in Mentor, Ohio. I am acknowledging prevailing wage rates at _____, Mentor, Ohio.
(project)

I am claiming exemption do to the fact that I am the owner/operator and am an independent contractor.
This exemption will remain until completion or release form from _____.
(general contractor on project)

Owner/Operator Name *(print)*: _____

Signature: _____

Start Date: _____

Driver's License Number: _____

Social Security Number *(last 4 digits)*: _____

Attach State of Ohio – Bureau of Motor Vehicles Registration Cab Card

Witnesses:

The Prevailing Wage Coordinator:

Veronica Fetsko
City of Mentor
8500 Civic Center Boulevard
Mentor, Ohio 44060
440-974-5776
fetsko@cityofmentor.com

Prevailing Wage Rate

Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of

Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermillion)

Details :

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the

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

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

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change # : LCN01-2022sksLoc3

Craft : Asbestos Worker Effective Date : 09/21/2022 Last Posted : 09/21/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Asbestos Insulation Worker	\$41.23		\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Specialist	\$41.23		\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Technician	\$34.10		\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55
Apprentice	Percent											
1st year	50.20	\$20.70	\$14.40	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.10	\$46.45
2nd year	63.68	\$26.26	\$14.40	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$55.78
3rd year	69.25	\$28.55	\$14.40	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.95	\$60.23
4th year	82.70	\$34.10	\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55

Special Calculation Note : There are no special calculations for this classification.

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE*, GEauga, HARRISON, HOLMES, HURON, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis automatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCNO1-2019fbLoc744

Craft : Boilermaker Effective Date : 04/03/2019 Last Posted : 04/03/2019

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Boilermaker	\$38.05		\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$67.76	\$86.78
Apprentice	Percent											
1st 6 months	70.02	\$26.64	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$56.35	\$69.67
2nd 6 months	72.52	\$27.59	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$57.30	\$71.10
3rd 6 months	75.00	\$28.54	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$58.25	\$72.52
4th 6 months	77.51	\$29.49	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$59.20	\$73.95
5th 6 months	80.00	\$30.44	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$60.15	\$75.37
6th 6 months	85.03	\$32.35	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$62.06	\$78.24
7th 6 months	90.00	\$34.25	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$63.96	\$81.08
8th 6 months	95.00	\$36.15	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$65.86	\$83.93
Helper	60.00	\$22.83	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$52.54	\$63.96

Special Calculation Note : Other is Supplemental Health

Ratio :

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CARROLL, COSHOCTON,
CUYAHOGA, GEAUGA, HARRISON, HOLMES,
LAKE, LORAIN, MAHONING, MEDINA,
PORTAGE, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 16

Change # : LCN01-2022sksLoc16

Craft : Bricklayer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$36.37		\$9.25	\$8.13	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$55.25	\$73.43
Cement & Stone Masons	\$36.37		\$9.25	\$8.13	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$55.25	\$73.43
Pointer Caulker Cleaner	\$36.37		\$9.25	\$8.13	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$55.25	\$73.43
Plasterers	\$36.37		\$9.25	\$8.13	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$55.25	\$73.43
Mason Trainees												
1-90 Days	\$16.37		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.37	\$24.55
91-365 Days	\$16.37		\$9.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.62	\$33.81
366 plus days	\$18.19		\$9.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.44	\$36.54
Apprentice	Percent											
1st 6 months	60.00	\$21.82	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$34.87	\$45.78
2nd 6 months	65.00	\$23.64	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$36.69	\$48.51
3rd 6 months	70.00	\$25.46	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$38.51	\$51.24
4th 6 months	75.00	\$27.28	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$40.33	\$53.97
5th 6 months	80.00	\$29.10	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$42.15	\$56.69
6th 6 months	85.00	\$30.91	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$43.96	\$59.42
7th 6 months	90.00	\$32.73	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$45.78	\$62.15
8th 6 months	95.00	\$34.55	\$9.25	\$2.30	\$0.75	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$47.60	\$64.88

Special Calculation Note : Improver Classification is 50% to 80% of the journeyman rate with full fringes except pension is at (\$1.00) Until such time as the joint apprentice board determines he is a

qualified Journeyman, this should not exceed the Apprentice training period. Improvers may not constitute more than 20% of the work force

Ratio :

- 1-3 Journeymen to 1 Apprentice
- 4-6 Journeymen to 2 Apprentice
- 7-9 Journeymen to 3 Apprentice
- 10-12 Journeymen to 4 Apprentice

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

Special Jurisdictional Note :

Details :

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, GEAUGA, LAKE

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 36 Zone 1 Tile Finisher

Change # : LCN01-2022sksLoc5

Craft : Bricklayer Effective Date : 05/18/2022 Last Posted : 05/18/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Finisher	\$29.48		\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$44.93	\$59.67
Apprentice Tile Finishers	Percent											
1st 6 months	60.00	\$17.69	\$8.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.64	\$35.48
2nd 6 months	70.00	\$20.64	\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$36.09	\$46.40
3rd 6 months	75.00	\$22.11	\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$37.56	\$48.61
4th 6 months	80.00	\$23.58	\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$39.03	\$50.83
5th 6 months	85.00	\$25.06	\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$40.51	\$53.04
6th 6 months	90.00	\$26.53	\$8.95	\$1.35	\$0.65	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$41.98	\$55.25

Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
 5-10 Journeymen to 2 Apprentice
 11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
 LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 36 Zone 1 Tile Layer

Change # : LCN01-2022sksLoc36

Craft : Bricklayer Effective Date : 05/18/2022 Last Posted : 05/18/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Layer	\$33.60		\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$52.31	\$69.11
Apprentice	Percent											
1st 30 days	60.00	\$20.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.16	\$30.24
1st 6 months	60.00	\$20.16	\$8.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.11	\$39.19
2nd 6 months	65.00	\$21.84	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$40.55	\$51.47
3rd 6 months	70.00	\$23.52	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$42.23	\$53.99
4th 6 months	75.00	\$25.20	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$43.91	\$56.51
5th 6 months	80.00	\$26.88	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$45.59	\$59.03
6th 6 months	85.00	\$28.56	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$47.27	\$61.55
7th 6 months	90.00	\$30.24	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$48.95	\$64.07
8th 6 months	95.00	\$31.92	\$8.95	\$2.43	\$0.73	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$50.63	\$66.59

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

- 1-4 Journeymen to 1 Apprentice
- 5-10 Journeymen to 2 Apprentice
- 11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Marble Mason

Change # : LCN01-2022sksLoc5

Craft : Bricklayer Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Horizontal Marble Mason	\$25.91		\$9.70	\$9.45	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.72	\$58.67
Masonry Maintenance Specialist	\$12.96		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.96	\$19.44
Apprentice	Percent											
1st 6 Months	60.00	\$15.55	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.25	\$33.02
2nd 6 Months	65.00	\$16.84	\$9.70	\$1.60	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.80	\$37.22
3rd 6 Months	70.00	\$18.14	\$9.70	\$9.45	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.95	\$47.02
4th 6 Months	75.00	\$19.43	\$9.70	\$9.45	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.24	\$48.96
5th 6 Months	80.00	\$20.73	\$9.70	\$9.45	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.54	\$50.90
6th 6 Months	85.00	\$22.02	\$9.70	\$9.45	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.83	\$52.85
MASON TRAINEES												
1st 90 Days	45.00	\$11.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.66	\$17.49
1st year after 90 Days	45.00	\$11.66	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.36	\$27.19
2nd Year	50.00	\$12.96	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.66	\$29.13

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

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

- 1-2 Journeyman to 1 Apprentice
- 3-4 Journeyman to 2 Apprentices
- 5-6 Journeyman to 2 Apprentices
- 6-10 Journeyman to 3 Apprentices

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

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA, PORTAGE, SUMMIT

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Marble, Terrazzo & Mosaic

Change # : LCN01-2022sksLoc5

Craft : Bricklayer Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Marble, Terrazzo, Mosaic	\$36.71		\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.63	\$74.98
Swing Scaffold Workers	\$37.71		\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.63	\$76.48
Stack	\$37.21		\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.13	\$75.73
Masonry Maintenance	\$16.52		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.52	\$24.78
Apprentice	Percent											
1st 6 months	60.00	\$22.03	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.73	\$42.74
2nd 6 months	65.00	\$23.86	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.78	\$55.71
3rd 6 months	70.00	\$25.70	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.62	\$58.47
4th 6 months	75.00	\$27.53	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.45	\$61.22
5th 6 months	80.00	\$29.37	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.29	\$63.97
6th 6 months	85.00	\$31.20	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.12	\$66.73
7th 6 months	90.00	\$33.04	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.96	\$69.48
8th 6 months	95.00	\$34.87	\$9.70	\$9.45	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.79	\$72.23
MASON TRAINEES 1st 90 Days	45.00	\$16.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.52	\$24.78
1st Year after 90 Days	45.00	\$16.52	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.22	\$34.48
2nd Year	50.02	\$18.36	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.06	\$37.24

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

- 1-2 Journeyman to 1 Apprentice
- 3-4 Journeyman to 2 Apprentices
- 5-6 Journeyman to 3 Apprentices
- 7-10 Journeyman to 4 Apprentices

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

Special Jurisdictional Note :

Details :

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, GEAUGA, LAKE, PORTAGE,
SUMMIT

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Terrazzo Finisher

Change # : LCN01-2022sksLoc5

Craft : Bricklayer Effective Date : 05/18/2022 Last Posted : 05/18/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	\$29.43		\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.93	\$59.64
Apprentice Terrazzo Finishers												
Percent												
1st 6 months	60.00	\$17.66	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.36	\$36.19
2nd 6 months	70.00	\$20.60	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.10	\$46.40
3rd 6 months	75.00	\$22.07	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.57	\$48.61
4th 6 months	80.00	\$23.54	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.04	\$50.82
5th 6 months	85.00	\$25.02	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.52	\$53.02
6th 6 months	90.00	\$26.49	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.99	\$55.23

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

- 1-2 Journeymen to 1 Apprentice
- 3- 4 Journeymen to 2 Apprentices
- 5- 6 Journeymen to 3 Apprentices
- 7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated

tile units, plastic materials and protective covering of all tile. Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Tile & Marble Finisher

Change # : LCN01-2022sksLoc5

Craft : Bricklayer Effective Date : 05/18/2022 Last Posted : 05/18/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Marble Finisher	\$29.43		\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.93	\$59.64
Apprentice Tile Marble Finishers	Percent											
1st 6 months	60.00	\$17.66	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.36	\$36.19
2nd 6 months	70.00	\$20.60	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.10	\$46.40
3rd 6 months	75.00	\$22.07	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.57	\$48.61
4th 6 months	80.00	\$23.54	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.04	\$50.82
5th 6 months	85.00	\$25.02	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.52	\$53.02
6th 6 months	90.00	\$26.49	\$9.70	\$5.15	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.99	\$55.23

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

- 1-2 Journeymen to 1 Apprentice
- 3- 4 Journeymen to 2 Apprentice
- 5-6 Journeymen to 3 Apprentice
- 7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it.

They shall handle and distribute all materials such as sand, cement, lime, tile, all types of tile panels, prefabricated tile units, plastic materials and protective covering of all tile. Clean up and removal of always used in connection of said work.

Terrazzo Finishers: Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers: Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 3

Change # : OCR01-2022sksLocNEZone3

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$33.74		\$7.82	\$10.98	\$0.50	\$0.00	\$3.14	\$0.12	\$0.00	\$0.00	\$56.30	\$73.17
Apprentice	Percent											
1st 3 months	60.00	\$20.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.24	\$30.37
2nd 3 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.68	\$38.81
2nd 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.68	\$38.81
3rd 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.68	\$38.81
4th 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.68	\$38.81
5th 6 months	70.00	\$23.62	\$7.82	\$7.69	\$0.50	\$0.00	\$2.20	\$0.12	\$0.00	\$0.00	\$41.95	\$53.76
6th 6 months	75.02	\$25.31	\$7.82	\$8.24	\$0.50	\$0.00	\$2.36	\$0.12	\$0.00	\$0.00	\$44.35	\$57.01
7th 6 months	80.00	\$26.99	\$7.82	\$8.78	\$0.50	\$0.00	\$2.51	\$0.12	\$0.00	\$0.00	\$46.72	\$60.22
8th 6 months	85.00	\$28.68	\$7.82	\$9.33	\$0.50	\$0.00	\$2.67	\$0.12	\$0.00	\$0.00	\$49.12	\$63.46

Special Calculation Note : *Other is International Training

Ratio :
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer NE Zone 3

Change # : OCR01-2022sksLocNEZone3

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Floorlayer	\$33.74		\$7.82	\$10.98	\$0.50	\$0.00	\$3.14	\$0.14	\$0.00	\$0.00	\$56.32	\$73.19
Apprentice	Percent											
1st 3 months	60.00	\$20.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.24	\$30.37
2nd 3 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$28.70	\$38.83
2nd 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$28.70	\$38.83
3rd 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$28.70	\$38.83
4th 6 months	60.00	\$20.24	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$28.70	\$38.83
5th 6 months	70.00	\$23.62	\$7.82	\$7.69	\$0.50	\$0.00	\$2.20	\$0.14	\$0.00	\$0.00	\$41.97	\$53.78
6th 6 months	75.02	\$25.31	\$7.82	\$8.24	\$0.50	\$0.00	\$2.36	\$0.14	\$0.00	\$0.00	\$44.37	\$57.03
7th 6 months	80.00	\$26.99	\$7.82	\$8.78	\$0.50	\$0.00	\$2.51	\$0.14	\$0.00	\$0.00	\$46.74	\$60.24
8th 6 months	85.00	\$28.68	\$7.82	\$9.33	\$0.50	\$0.00	\$2.67	\$0.14	\$0.00	\$0.00	\$49.14	\$63.48

Special Calculation Note : *Other is International Training

Ratio :
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 3

Change # : LCN01-2022sksLocNEZone3

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Insulation	\$26.99		\$7.82	\$10.98	\$0.50	\$0.00	\$3.14	\$0.12	\$0.00	\$0.00	\$49.55	\$63.04
Apprentice	Percent											
1st 3 months	50.00	\$13.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.50	\$20.24
2nd 3 months	50.00	\$13.50	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$21.93	\$28.68
2nd 6 months	50.00	\$13.50	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$21.93	\$28.68
3rd 6 months	55.00	\$14.84	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$23.28	\$30.71
4th 6 months	60.00	\$16.19	\$7.82	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$24.63	\$32.73
5th 6 months	70.00	\$18.89	\$7.82	\$7.69	\$0.50	\$0.00	\$2.20	\$0.12	\$0.00	\$0.00	\$37.22	\$46.67
6th 6 months	75.00	\$20.24	\$7.82	\$8.24	\$0.50	\$0.00	\$2.36	\$0.12	\$0.00	\$0.00	\$39.28	\$49.40
7th 6 months	80.00	\$21.59	\$7.82	\$8.78	\$0.50	\$0.00	\$2.51	\$0.12	\$0.00	\$0.00	\$41.32	\$52.12
8th 6 month	85.00	\$22.94	\$7.82	\$9.33	\$0.50	\$0.00	\$2.67	\$0.12	\$0.00	\$0.00	\$43.38	\$54.85

Special Calculation Note : *Other is Training

Ratio :
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1

Change # : OCR02-2022sksLocNEZoneM1

Craft : Carpenter Effective Date : 06/29/2022 Last Posted : 06/29/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$31.40		\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$56.30	\$72.00
Certified Welder	\$32.40		\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$57.30	\$73.50
Layout man on Monorail	\$33.15		\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$58.05	\$74.62
Apprentice	Percent											
1st 6 months	60.00	\$18.84	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$43.74	\$53.16
2nd 6 months	60.00	\$18.84	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$43.74	\$53.16
3rd 6 months	62.00	\$19.47	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$44.37	\$54.10
4th 6 months	65.50	\$20.57	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$45.47	\$55.75
5th 6 months	69.00	\$21.67	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$46.57	\$57.40
6th 6 months	72.52	\$22.77	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$47.67	\$59.06
7th 6 months	76.00	\$23.86	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$48.76	\$60.70
8th 6 months	80.00	\$25.12	\$7.90	\$11.33	\$0.50	\$0.00	\$5.00	\$0.17	\$0.00	\$0.00	\$50.02	\$62.58

Special Calculation Note : Other is Training.

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

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

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

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P1

Change # : OCR01-2022sksLocNEZoneP1

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Pile Driver	\$31.68		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$56.30	\$72.14
Diver	\$47.52		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$72.14	\$95.90
Certified Welder	\$32.73		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$57.35	\$73.71
Apprentice	Percent											
1st 6 months	60.00	\$19.01	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$43.63	\$53.13
2nd 6 months	60.00	\$19.01	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$43.63	\$53.13
3rd 6 months	62.00	\$19.64	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$44.26	\$54.08
4th 6 months	65.50	\$20.75	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$45.37	\$55.75
5th 6 months	69.00	\$21.86	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$46.48	\$57.41
6th 6 months	72.50	\$22.97	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$47.59	\$59.07
7th 6 months	76.00	\$24.08	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$48.70	\$60.74
8th 6 months	80.00	\$25.34	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$49.96	\$62.64

Special Calculation Note : *Other is Training

Ratio :
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
HURON, LAKE, LORAIN, MEDINA, PORTAGE,
RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jettted, driven or vibrated onto the ground by conventional pile

driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2022sksHvyHwy

Craft : Bricklayer Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$31.40		\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.95	\$65.65
Apprentice	Percent											
1st year	70.00	\$21.98	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.53	\$51.52
2nd year	80.00	\$25.12	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.67	\$56.23
3rd year	90.00	\$28.26	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.81	\$60.94

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2022sksHvyHwy

Craft : Bricklayer Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$32.39		\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.95	\$67.15
Apprentice	Percent											
1st year	70.00	\$22.67	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.23	\$52.57
2nd year	80.00	\$25.91	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.47	\$57.43
3rd year	90.00	\$29.15	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.71	\$62.29

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

TRUMBULL, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 404

Change # : LCN01-2021sksLoc404

Craft : Cement Effective Date : 08/25/2021 Last Posted : 08/25/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$32.75		\$8.80	\$6.80	\$0.50	\$0.00	\$5.33	\$0.20	\$0.00	\$0.07	\$54.45	\$70.82
Apprentice	Percent											
1st yr	58.15	\$19.04	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$38.08	\$47.61
2nd yr	73.13	\$23.95	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$42.99	\$54.97
3rd yr	83.10	\$27.22	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$46.26	\$59.86
4th yr	98.15	\$32.14	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$51.18	\$67.26

Special Calculation Note : Other is Training Fund

Ratio :

5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : OCR01-2022sksCementHwyHwy

Craft : Cement Mason Effective Date : 05/05/2022 Last Posted : 05/05/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$33.99		\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$52.76	\$69.75
Apprentice	Percent											
1st Year	70.00	\$23.79	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.56	\$54.46
2nd Year	80.00	\$27.19	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$45.96	\$59.56
3rd Year	90.00	\$30.59	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.36	\$64.66

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, FULTON, GEAUGA,
HANCOCK, HENRY, LAKE, LUCAS, PUTNAM,
WOOD

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 673 Inside

Change # : LCN01-2022sksLoc673in

Craft : Electrical Effective Date : 02/16/2022 Last Posted : 02/16/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$34.49		\$7.28	\$9.51	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$57.34	\$74.58
Welders	\$37.88		\$7.28	\$9.61	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$60.83	\$79.77
Apprentice	Percent											
1st Period	40.00	\$13.80	\$7.28	\$0.41	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.09	\$28.98
2nd Period	45.00	\$15.52	\$7.28	\$0.46	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.86	\$31.62
3rd Period	50.00	\$17.25	\$7.28	\$8.99	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$39.58	\$48.20
4th Period	60.00	\$20.69	\$7.28	\$9.10	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$43.13	\$53.48
5th Period	70.00	\$24.14	\$7.28	\$9.20	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$46.68	\$58.75
6th Period	85.00	\$29.32	\$7.28	\$9.35	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$52.01	\$66.66

Special Calculation Note : Pension calculation for journeymen shall be \$6.98 per hour paid plus 3% of gross. Pension calculation for Apprentices is equal to 3% for first two years. No deduction for Annuity or Pension at first an second period Apprentice

Ratio :

The first person assigned to a job site shall be a Journeyman Wireman. Each job site shall be allowed a ratio of 2 Apprentice for every 3 Journeyman Wireman or fraction thereof:
 1 to 3 Journeymen to 2 Apprentices
 4 to 6 Journeymen to 4 Apprentices
 7 to 9 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, LAKE

Special Jurisdictional Note : The following townships In Ashtabula County are EXCLUDED: Orwell, Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson.

Details :

High Pay: 45 feet above ground or floor shall be paid \$2.00 over Journeyman Scale. If required to climb on steel, potain crane, etc., that is High Time.

NOTE: If approved scaffolding with handrails, toe boards, netting, bucket trucks, JLG, decks with proper

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 673 Inside Lt Commercial Northern

Change # : LCN01-2022sksLoc673in

Craft : Electrical Effective Date : 02/23/2022 Last Posted : 02/23/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$34.49		\$7.28	\$9.51	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$57.34	\$74.58
Welder	\$37.88		\$7.28	\$9.61	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$60.83	\$79.77
CE-3 12,001- 14,000 Hrs	\$26.88		\$6.47	\$0.80	\$0.87	\$0.00	\$0.80	\$0.10	\$0.00	\$0.00	\$35.92	\$49.36
CE-2 10,001- 12,000 Hrs	\$21.12		\$6.47	\$0.63	\$0.87	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$29.82	\$40.38
CE-1 8,001- 10,000 Hrs	\$19.20		\$6.47	\$0.57	\$0.87	\$0.00	\$0.57	\$0.10	\$0.00	\$0.00	\$27.78	\$37.38
CW-4 6,001- 8,000 Hrs	\$17.28		\$6.47	\$0.51	\$0.87	\$0.00	\$0.51	\$0.10	\$0.00	\$0.00	\$25.74	\$34.38
CW-3 4,001- 6,000 Hrs	\$15.36		\$6.47	\$0.46	\$0.87	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$23.72	\$31.40
CW-2 2,001- 4,000 Hrs	\$14.40		\$6.47	\$0.43	\$0.87	\$0.00	\$0.43	\$0.10	\$0.00	\$0.00	\$22.70	\$29.90
CW-1 0- 2,000 Hrs	\$13.44		\$6.47	\$0.40	\$0.87	\$0.00	\$0.40	\$0.10	\$0.00	\$0.00	\$21.68	\$28.40
Apprentice	Percent											
1st 6 months	40.00	\$13.80	\$7.28	\$0.41	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.09	\$28.98
2nd 6 months	45.00	\$15.52	\$7.28	\$0.46	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.86	\$31.62
2nd year	50.02	\$17.25	\$7.28	\$8.99	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$39.58	\$48.21
3rd year	60.00	\$20.69	\$7.28	\$9.10	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$43.13	\$53.48
4th year	70.00	\$24.14	\$7.28	\$9.20	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$46.68	\$58.75
5th year	85.00	\$29.32	\$7.28	\$9.35	\$0.60	\$0.00	\$5.46	\$0.00	\$0.00	\$0.00	\$52.01	\$66.66

Special Calculation Note : Other is Central Collection.

Ratio :

Jurisdiction (* denotes special jurisdictional

note) :
ASHTABULA*, GEAUGA*, LAKE

Each job site shall be allowed a ratio of
2 Apprentice for every 3
Journeyman Wireman or fraction thereof:
1 to 3 Journeyman to 2 Apprentices
4 to 6 Journeyman to 4 Apprentices
7 to 9 Journeyman to 6 Apprentices

Construction Electrician and Construction Wireman
Ratio

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

Special Jurisdictional Note : The following townships In Ashtabula County are EXCLUDED: Orwell,
Colebrook, Williamsfield, Wayne and Windsor.

In Geauga County the following townships are INCLUDED: Burton, Chardon, Claridon, Hambden,
Huntsburg, Montville, Munson, Newbury and Thompson.

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

Details :

High Pay: 45 feet above ground or floor shall be paid \$2.00 over Journeyman Scale.
If required to climb on steel, potain crane, etc., that is High Time.

NOTE: If approved scaffolding with handrails, toe boards, netting, bucket trucks, JLG, decks with proper
handrails are used No High Time Shall be paid.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 673 Lightning Rod

Change # : LCN01-2020fbLoc673

Craft : Electrical Effective Date : 07/30/2020 Last Posted : 07/30/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lightning Protection	\$30.44		\$7.50	\$0.91	\$0.00	\$2.84	\$1.83	\$0.00	\$0.00	\$0.00	\$43.52	\$58.74
Experience Level	Percent											
Lightning Protection Installer 1st day-6 months	50.00	\$15.22	\$7.50	\$0.46	\$0.00	\$0.41	\$0.92	\$0.00	\$0.00	\$0.00	\$24.51	\$32.12
Lightning Protection Installer 2nd 6 months	55.00	\$16.74	\$7.50	\$0.50	\$0.00	\$0.45	\$1.01	\$0.00	\$0.00	\$0.00	\$26.20	\$34.57
Lightning Protection Installer 3rd 6th months	60.00	\$18.26	\$7.50	\$0.55	\$0.00	\$0.89	\$1.10	\$0.00	\$0.00	\$0.00	\$28.30	\$37.44
Lightning Protection Installer 4th 6 months	65.00	\$19.79	\$7.50	\$0.59	\$0.00	\$0.97	\$1.19	\$0.00	\$0.00	\$0.00	\$30.04	\$39.93
Lightning Protection Installer 3rd Year	70.00	\$21.31	\$7.50	\$0.64	\$0.00	\$1.52	\$1.28	\$0.00	\$0.00	\$0.00	\$32.25	\$42.90
Lightning Protection Installer 4th Year	80.00	\$24.35	\$7.50	\$0.73	\$0.00	\$1.73	\$1.46	\$0.00	\$0.00	\$0.00	\$35.77	\$47.95
Lightning Protection Installer 5th Year	90.00	\$27.40	\$7.50	\$0.82	\$0.00	\$1.95	\$1.65	\$0.00	\$0.00	\$0.00	\$39.32	\$53.01

Special Calculation Note :

Ratio :

1- 3 Journeyman to 2 Apprentice

4-6 Journeyman to 4 Apprentice

7-9 Journeyman to 6 Apprentice

Special Jurisdictional Note :

Details :

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, GEAUGA, LAKE

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 673 Voice Data Video

Change # : LCN01-2020fbLoc673VDV

Craft : Voice Data Video Effective Date : 06/25/2020 Last Posted : 06/25/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$27.30		\$10.38	\$0.82	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$40.46	\$54.11
Communication Technician	\$28.55		\$10.38	\$0.86	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$41.75	\$56.03
Senior Technician	\$29.55		\$10.38	\$0.89	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.78	\$57.56
Security Tech Level I	\$27.30		\$10.38	\$0.82	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$40.46	\$54.11
Security Tech Level II	\$28.55		\$10.38	\$0.86	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$41.75	\$56.03
Security Tech Level III	\$29.55		\$10.38	\$0.89	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.78	\$57.56
Audio Visual Tech Level I	\$27.30		\$10.38	\$0.82	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$40.46	\$54.11
Audio Visual Tech Level II	\$28.55		\$10.38	\$0.86	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$41.75	\$56.03
Audio Visual Tech Level III	\$29.55		\$10.38	\$0.89	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$42.78	\$57.56
Apprentice	Percent											
1st 6 Months	55.00	\$15.02	\$10.38	\$0.45	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$27.81	\$35.31
2nd 6 Months	65.00	\$17.75	\$10.38	\$0.53	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$30.62	\$39.49
2nd yr	75.00	\$20.48	\$10.38	\$0.61	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$33.43	\$43.66
3rd yr	80.00	\$21.84	\$10.38	\$0.66	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$34.84	\$45.76
4th yr	85.00	\$23.20	\$10.38	\$0.70	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$36.25	\$47.85
5th yr	90.00	\$24.57	\$10.38	\$0.74	\$0.60	\$0.00	\$1.36	\$0.00	\$0.00	\$0.00	\$37.65	\$49.94

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

Ratio :

1 to 3 Journeyman to 2 Apprentice
4 to 6 Journeyman to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, LAKE

7 to 9 Journeyman to 6 Apprentices

Special Jurisdictional Note : In Ashtabula County the following townships are excluded: (Orwell, Colebrook, Williamsfield, Wayne and Windsor). In Geauga County the following townships are included: (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury and Thompson)

Details :

The following work is EXCLUDED from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

*Installer Technician: Successful completion of the Installer/Technician Apprenticeship Program or have been certified by the IBEW/NECA Joint Apprenticeship and Training Program as an Installer/Technician.

*Communications Technician: At least 2 years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship Training Program as a Communication Technician.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71
DOT Traffic Signal Highway Lighting Cleveland

Change # : LCN01-2022sksLoc71DOTClev

Craft : Lineman Effective Date : 08/04/2022 Last Posted : 08/04/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$39.48		\$7.00	\$1.18	\$0.39	\$0.00	\$8.29	\$0.00	\$0.00	\$0.00	\$56.34	\$76.08
Traffic Signal & Lighting Journeyman	\$39.48		\$7.00	\$1.18	\$0.39	\$0.00	\$8.29	\$0.00	\$0.00	\$0.00	\$56.34	\$76.08
Equipment Operator	\$35.53		\$7.00	\$1.07	\$0.36	\$0.00	\$7.46	\$0.00	\$0.00	\$0.00	\$51.42	\$69.18
Groundman 0 to 1 Year	\$23.69		\$7.00	\$0.71	\$0.24	\$0.00	\$4.97	\$0.00	\$0.00	\$0.00	\$36.61	\$48.46
Groundman 1 Year or more	\$27.64		\$7.00	\$0.83	\$0.28	\$0.00	\$5.80	\$0.00	\$0.00	\$0.00	\$41.55	\$55.37
Traffic Apprentice	Percent											
1st 1,000 Hours	60.00	\$23.69	\$7.00	\$0.71	\$0.24	\$0.00	\$4.97	\$0.00	\$0.00	\$0.00	\$36.61	\$48.45
2nd 1,000 Hours	65.00	\$25.66	\$7.00	\$0.77	\$0.26	\$0.00	\$5.39	\$0.00	\$0.00	\$0.00	\$39.08	\$51.91
3rd 1,000 Hours	70.01	\$27.64	\$7.00	\$0.83	\$0.28	\$0.00	\$5.80	\$0.00	\$0.00	\$0.00	\$41.55	\$55.37
4th 1,000 Hours	75.00	\$29.61	\$7.00	\$0.89	\$0.30	\$0.00	\$6.22	\$0.00	\$0.00	\$0.00	\$44.02	\$58.82
5th 1,000 Hours	80.00	\$31.58	\$7.00	\$0.95	\$0.32	\$0.00	\$6.63	\$0.00	\$0.00	\$0.00	\$46.48	\$62.28
6th 1,000 Hours	90.00	\$35.53	\$7.00	\$1.07	\$0.36	\$0.00	\$7.46	\$0.00	\$0.00	\$0.00	\$51.42	\$69.19

Special Calculation Note :

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeymen except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeymen or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Change # : LCN1-2022sksLoc71Clev

Craft : Lineman Effective Date : 08/04/2022 Last Posted : 08/04/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$52.79		\$7.00	\$1.58	\$0.53	\$0.00	\$12.14	\$0.45	\$0.00	\$0.00	\$74.49	\$100.89
Cable Splicer	\$52.79		\$7.00	\$1.58	\$0.53	\$0.00	\$12.14	\$0.45	\$0.00	\$0.00	\$74.49	\$100.89
Equip. Operator	\$47.51		\$7.00	\$1.43	\$0.48	\$0.00	\$10.93	\$0.45	\$0.00	\$0.00	\$67.80	\$91.56
Groundman 0 to 12 months	\$31.67		\$7.00	\$0.95	\$0.32	\$0.00	\$7.28	\$0.45	\$0.00	\$0.00	\$47.67	\$63.51
Groundman 1 year plus	\$36.96		\$7.00	\$1.11	\$0.37	\$0.00	\$8.50	\$0.45	\$0.00	\$0.00	\$54.39	\$72.87
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$31.67	\$7.00	\$0.95	\$0.32	\$0.00	\$7.28	\$0.45	\$0.00	\$0.00	\$47.67	\$63.51
2nd 1000 Hrs	64.96	\$34.29	\$7.00	\$1.03	\$0.34	\$0.00	\$7.89	\$0.45	\$0.00	\$0.00	\$51.00	\$68.15
3rd 1000 Hrs	70.02	\$36.96	\$7.00	\$1.11	\$0.37	\$0.00	\$8.50	\$0.45	\$0.00	\$0.00	\$54.39	\$72.88
4th 1000 Hrs	75.00	\$39.59	\$7.00	\$1.19	\$0.40	\$0.00	\$9.11	\$0.45	\$0.00	\$0.00	\$57.74	\$77.54
5th 1000 Hrs	80.00	\$42.23	\$7.00	\$1.27	\$0.42	\$0.00	\$9.71	\$0.45	\$0.00	\$0.00	\$61.08	\$82.20
6th 1000 Hrs	85.00	\$44.87	\$7.00	\$1.35	\$0.45	\$0.00	\$10.32	\$0.45	\$0.00	\$0.00	\$64.44	\$86.88
7th 1000 Hrs	90.00	\$47.51	\$7.00	\$1.43	\$0.48	\$0.00	\$10.93	\$0.45	\$0.00	\$0.00	\$67.80	\$91.56

Special Calculation Note : Other is Health Reimbursement Account

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Change # : LCN01-2022sksLoc71Clev

Craft : Lineman Effective Date : 08/04/2022 Last Posted : 08/04/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$49.16		\$7.00	\$1.48	\$0.49	\$0.00	\$10.82	\$0.40	\$0.00	\$0.00	\$69.35	\$93.93
Cable Splicer	\$49.16		\$7.00	\$1.48	\$0.49	\$0.00	\$10.82	\$0.40	\$0.00	\$0.00	\$69.35	\$93.93
Equip. Operator	\$44.24		\$7.00	\$1.33	\$0.44	\$0.00	\$9.73	\$0.40	\$0.00	\$0.00	\$63.14	\$85.26
Groundman 0 to 12 months	\$29.50		\$7.00	\$0.89	\$0.30	\$0.00	\$6.49	\$0.40	\$0.00	\$0.00	\$44.58	\$59.33
Groundman 1 Year or More	\$34.41		\$7.00	\$1.03	\$0.34	\$0.00	\$7.57	\$0.40	\$0.00	\$0.00	\$50.75	\$67.96
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$29.50	\$7.00	\$0.89	\$0.30	\$0.00	\$6.49	\$0.40	\$0.00	\$0.00	\$44.58	\$59.32
2nd 1000 Hrs	65.00	\$31.95	\$7.00	\$0.96	\$0.32	\$0.00	\$7.03	\$0.40	\$0.00	\$0.00	\$47.66	\$63.64
3rd 1000 Hrs	70.00	\$34.41	\$7.00	\$1.03	\$0.34	\$0.00	\$7.57	\$0.40	\$0.00	\$0.00	\$50.75	\$67.96
4th 1000 Hrs	75.00	\$36.87	\$7.00	\$1.11	\$0.37	\$0.00	\$8.11	\$0.40	\$0.00	\$0.00	\$53.86	\$72.29
5th 1000 Hrs	80.00	\$39.33	\$7.00	\$1.18	\$0.39	\$0.00	\$8.65	\$0.40	\$0.00	\$0.00	\$56.95	\$76.61
6th 1000 Hrs	85.00	\$41.79	\$7.00	\$1.25	\$0.42	\$0.00	\$9.19	\$0.40	\$0.00	\$0.00	\$60.05	\$80.94
7th 1000 Hrs	90.00	\$44.24	\$7.00	\$1.33	\$0.44	\$0.00	\$9.73	\$0.40	\$0.00	\$0.00	\$63.14	\$85.27

Special Calculation Note : Other is Health Reimbursement Account

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2022ibLoc7

Craft : Lineman Effective Date : 01/03/2023 Last Posted : 12/28/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Certified Lineman Welder	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Certified Cable Splicer	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Operator A	\$42.31	\$7.00	\$1.27	\$0.42	\$0.00	\$10.15	\$0.60	\$0.00	\$0.00	\$61.75	\$82.90
Operator B	\$37.47	\$7.00	\$1.12	\$0.37	\$0.00	\$8.99	\$0.60	\$0.00	\$0.00	\$55.55	\$74.28
Operator C	\$30.14	\$7.00	\$0.90	\$0.30	\$0.00	\$7.23	\$0.60	\$0.00	\$0.00	\$46.17	\$61.24
Groundman 0-12 months Exp	\$23.61	\$7.00	\$0.71	\$0.24	\$0.00	\$5.67	\$0.60	\$0.00	\$0.00	\$37.83	\$49.64
Groundman 0-12 months Exp w/CDL	\$25.97	\$7.00	\$0.78	\$0.26	\$0.00	\$6.23	\$0.60	\$0.00	\$0.00	\$40.84	\$53.82
Groundman 1 yr or more	\$25.97	\$7.00	\$0.78	\$0.26	\$0.00	\$6.23	\$0.60	\$0.00	\$0.00	\$40.84	\$53.82
Groundman 1 yr or more w/CDL	\$30.69	\$7.00	\$0.92	\$0.31	\$0.00	\$7.37	\$0.60	\$0.00	\$0.00	\$46.89	\$62.24
Equipment Mechanic A	\$37.47	\$7.00	\$1.12	\$0.37	\$0.00	\$8.99	\$0.60	\$0.00	\$0.00	\$55.55	\$74.28
Equipment Mechanic B	\$33.80	\$7.00	\$1.01	\$0.34	\$0.00	\$8.11	\$0.60	\$0.00	\$0.00	\$50.86	\$67.76
Equipment Mechanic C	\$30.14	\$7.00	\$0.90	\$0.30	\$0.00	\$7.23	\$0.60	\$0.00	\$0.00	\$46.17	\$61.24
X-Ray Technician	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63

Apprentice	Percent											
1st 1000 hrs	60.00	\$28.33	\$7.00	\$0.85	\$0.28	\$0.00	\$6.80	\$0.60	\$0.00	\$0.00	\$43.86	\$58.02
2nd 1000 hrs	65.00	\$30.69	\$7.00	\$0.92	\$0.31	\$0.00	\$7.37	\$0.60	\$0.00	\$0.00	\$46.89	\$62.23
3rd 1000 hrs	70.00	\$33.05	\$7.00	\$0.99	\$0.33	\$0.00	\$7.93	\$0.60	\$0.00	\$0.00	\$49.90	\$66.42
4th 1000 hrs	75.00	\$35.41	\$7.00	\$1.06	\$0.35	\$0.00	\$8.50	\$0.60	\$0.00	\$0.00	\$52.92	\$70.62
5th 1000 hrs	80.00	\$37.77	\$7.00	\$1.13	\$0.38	\$0.00	\$9.06	\$0.60	\$0.00	\$0.00	\$55.94	\$74.82
6th 1000 hrs	85.00	\$40.13	\$7.00	\$1.20	\$0.40	\$0.00	\$9.63	\$0.60	\$0.00	\$0.00	\$58.96	\$79.02
7th 1000 hrs	90.00	\$42.49	\$7.00	\$1.27	\$0.42	\$0.00	\$10.20	\$0.60	\$0.00	\$0.00	\$61.98	\$83.22

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL,

TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

1st 1000 hrs	60.00	\$26.84	\$7.00	\$0.81	\$0.27	\$0.00	\$6.44	\$0.60	\$0.00	\$0.00	\$41.96	\$55.38
2nd 1000 hrs	65.00	\$29.07	\$7.00	\$0.87	\$0.29	\$0.00	\$6.98	\$0.60	\$0.00	\$0.00	\$44.81	\$59.35
3rd 1000 hrs	70.00	\$31.31	\$7.00	\$0.94	\$0.31	\$0.00	\$7.51	\$0.60	\$0.00	\$0.00	\$47.67	\$63.33
4th 1000 hrs	75.00	\$33.55	\$7.00	\$1.01	\$0.34	\$0.00	\$8.05	\$0.60	\$0.00	\$0.00	\$50.55	\$67.32
5th 1000 hrs	80.00	\$35.78	\$7.00	\$1.17	\$0.36	\$0.00	\$8.59	\$0.60	\$0.00	\$0.00	\$53.50	\$71.40
6th 1000 hrs	85.00	\$38.02	\$7.00	\$1.14	\$0.38	\$0.00	\$9.12	\$0.60	\$0.00	\$0.00	\$56.26	\$75.27
7th 1000 hrs	90.00	\$40.26	\$7.00	\$1.21	\$0.40	\$0.00	\$9.66	\$0.60	\$0.00	\$0.00	\$59.13	\$79.26

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE,

MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Journeyman Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer/Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2022sksLoc17

Craft : Elevator Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Elevator Mechanic	\$56.25	\$16.03	\$10.71	\$0.65	\$4.50	\$9.50	\$2.12	\$0.00	\$0.00	\$99.76	\$127.89
Helper	\$39.38	\$16.03	\$10.71	\$0.65	\$2.36	\$9.50	\$1.48	\$0.00	\$0.00	\$80.11	\$99.80
Apprentice	Percent										
Apprentice											
0-6months Probation	50.01	\$28.13	\$0.00	\$0.00	\$0.00	\$1.69	\$0.00	\$1.06	\$0.00	\$30.88	\$44.95
1st year	55.00	\$30.94	\$16.03	\$10.71	\$0.65	\$1.86	\$9.50	\$1.17	\$0.00	\$70.86	\$86.33
2nd year	65.00	\$36.56	\$16.03	\$10.71	\$0.65	\$2.19	\$9.50	\$1.38	\$0.00	\$77.02	\$95.30
3rd year	70.00	\$39.38	\$16.03	\$10.71	\$0.65	\$2.36	\$9.50	\$1.48	\$0.00	\$80.11	\$99.79
4th year and Assistant Mechanic	80.00	\$45.00	\$16.03	\$10.71	\$0.65	\$2.70	\$9.50	\$1.69	\$0.00	\$86.28	\$108.78

Special Calculation Note : Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

Ratio :

- 1 Journeyman to 1 Apprentice
- 1 Journeyman to 1 Helper
- 1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 181

Change # : LCN01-2023ibLoc181

Craft : Glazier Effective Date : 01/18/2023 Last Posted : 01/18/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$33.17		\$8.32	\$11.58	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.47	\$70.06
Apprentice	Percent											
1st 6 months	50.02	\$16.59	\$8.32	\$1.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.33	\$34.63
2nd 6 months	50.02	\$16.59	\$8.32	\$1.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.33	\$34.63
3rd 6 months	50.02	\$16.59	\$8.32	\$5.19	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.50	\$38.80
4th 6 months	55.00	\$18.24	\$8.32	\$5.61	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.57	\$41.70
5th 6 months	60.00	\$19.90	\$8.32	\$6.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.64	\$44.59
6th 6 months	70.00	\$23.22	\$8.32	\$6.86	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.80	\$50.41
7th 6 months	80.00	\$26.54	\$8.32	\$7.69	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.95	\$56.21
8th 6 months	90.00	\$29.85	\$8.32	\$8.53	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.10	\$62.03

Special Calculation Note : No special calculations for this classification.

Ratio :

2 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note)

: ASHTABULA, CUYAHOGA, ERIE*, GEAUGA, HURON, LAKE, LORAIN, MEDINA*, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive and additional \$1.50 per hour.

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 17

Change # : LCN01-2020fbLoc17

Craft : Ironworker Effective Date : 12/24/2020 Last Posted : 12/24/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker	\$33.83		\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$59.04	\$75.95
Apprentice	Percent											
1st 6 Months	50.00	\$16.91	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$42.13	\$50.58
2nd 6 Months	55.00	\$18.61	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$43.82	\$53.12
2nd Year 1st 6 Months	70.00	\$23.68	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$48.89	\$60.73
2nd Year 2nd 6 Months	75.00	\$25.37	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$50.58	\$63.27
3rd Year 1st 6 Months	80.00	\$27.06	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$52.27	\$65.81
3rd Year 2nd 6 Months	85.00	\$28.76	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$53.97	\$68.34
4th Year 1st 6 Months	90.00	\$30.45	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$55.66	\$70.88
4th Year 2nd 6 Months	95.00	\$32.14	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$57.35	\$73.42

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

Ratio :

- 4 Journeymen to 1 Apprentice on Structural Work
- 3 Journeymen to 1 Apprentice on Rod Work
- 2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
- 1 Apprentice for every Sheeting Gang
- 1 Journeymen to 2 Apprentice Roadway Signage and

Jurisdiction (* denotes special jurisdictional note) :

- ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE,

SUMMIT

Sound Barriers

2 Journeymen to 2 Apprentice Unloading and Erection
of Light Gauge Metal Trusses

Special Jurisdictional Note : West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224- all territory to the west of the boundary line to be the jurisdiction of Local 55. All territory to the East of the boundary line to be the jurisdiction of Local 17. Kelly's Island to be within jurisdiction of Local 17. All bridges, tunnels, viaducts, etc, relative to these boundary lines shall be the jurisdiction of Local 17

South Boundary Line: Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges, tunnels, viaducts, signs, etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17.

Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line, except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17

Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207.

Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207.

North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 310

Change # : LCN01-2022sksLabor310

Craft : Laborer Effective Date : 05/11/2022 Last Posted : 05/11/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$29.67		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.14	\$65.97
Group 2	\$30.15		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.62	\$66.69
Group 3	\$29.92		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.39	\$66.35
Group 4	\$26.57		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$48.04	\$61.33
Group 5	\$24.07		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$45.54	\$57.58
Group 6	\$26.22		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$47.69	\$60.80
Group 7	\$30.17		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.64	\$66.72
Group 8	\$30.32		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.79	\$66.95
Group 9	\$24.52		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$45.99	\$58.25
Group 10	\$20.52		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$41.99	\$52.25
Group 11	\$29.82		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.29	\$66.20
Group 12	\$30.06		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.53	\$66.56
Group 13	\$31.17		\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$52.64	\$68.22
Apprentice	Percent											
1-1000 hours	60.02	\$17.81	\$7.07	\$0.00	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$28.08	\$36.98
1001-2000 hours	70.00	\$20.77	\$7.07	\$5.60	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$36.64	\$47.02
2001-3000 hours	80.00	\$23.74	\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$45.21	\$57.07
3001-4000 hours	90.02	\$26.71	\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$48.18	\$61.53
4001 plus	100.00	\$29.67	\$7.07	\$11.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.00	\$0.00	\$51.14	\$65.97

Special Calculation Note : Other is Supplemental Unemployment Benefit (SUB).

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Group 1 - Building and construction Laborers and Tenders; Asbestos Removal - hazardous materials; unloading of furniture and fixtures.

Group 2 - Guniting Operating (Machines of all type).

Group 3 - Laborers on swinging scaffolds; air track and wagon drill.

Group 4 - Drywall stocking and handling.

Group 5 - General Landscaping.

Group 6 - Final Clean-up (must perform clean-up duties for entire work shift, and excludes demolition work).

Group 7 - Blasters, Shooters, Caissons, Well Cylinder, Cofferdams, Mine Workers without air, acid brick tenders.

Group 8 - Top man on free standing radial stack; bellman and bottom man in blast furnace and stove.

Group 9 - Sewer jet.

Group 10 - Heat tender.

Group 11 - Firebrick.

Group 12 - Mason tender handling carbon block and bottom block for blast furnace stoves, stacks etc.

Group 13 - Lansing Burners.

Prevailing Wage Rate Skilled Crafts

Name of Union: Laborer Hwy 1A

Change # : LCN01-2022sksHwy1A

Craft : Laborer Group 1 Effective Date : 06/01/2022 Last Posted : 06/01/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$36.18		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.38	\$66.47
Group 2	\$36.35		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.55	\$66.73
Group 3	\$36.68		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.88	\$67.22
Group 4	\$37.13		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$49.33	\$67.90
Watch Person	\$27.25		\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.45	\$53.08
Apprentice	Percent											
0-1000 hrs	60.00	\$21.71	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.91	\$44.76
1001-2000 hrs	70.00	\$25.33	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.53	\$50.19
2001-3000 hrs	80.00	\$28.94	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.14	\$55.62
3001-4000 hrs	90.00	\$32.56	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.76	\$61.04
More than 4000 hrs	100.00	\$36.18	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.38	\$66.47

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

LAKE

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

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating,

Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Change # : LCN02-2022sksLoc18

Craft : Operating Engineer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Group A	\$44.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$60.31	\$82.34
Operator Group B	\$43.91		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$60.16	\$82.11
Operator Group C	\$42.46		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.71	\$79.94
Operator Group D	\$41.68		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.93	\$78.77
Operator Group E	\$41.36		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.61	\$78.29
Operator Group F	\$34.28		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$50.53	\$67.67
Master Mechanic	\$45.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$61.31	\$83.84
Crane 200'-299'	\$46.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$62.31	\$85.34
Crane 300' and over	\$46.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$62.81	\$86.09
Mobile Concrete Pumps 200'-299'	\$45.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$61.31	\$83.84
Mobile Concrete Pumps 300' and over	\$45.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$61.81	\$84.59
Apprentice	Percent											
1st Year	59.81	\$26.35	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$42.60	\$55.78
2nd Year	69.77	\$30.74	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$46.99	\$62.36
3rd Year	79.73	\$35.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$51.38	\$68.94
4th Year	89.70	\$39.52	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.77	\$75.53

Special Calculation Note : Other & Misc is Education & Safety and National Training Fund.

Ratio :

Jurisdiction (* denotes special jurisdictional

note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
HURON, LAKE, LORAIN, MEDINA

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D - Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Guniting Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro

Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200'-299' - Boom & Jib 200' feet and over

Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2022sksLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/25/2022 Last Posted : 05/25/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$41.68		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.93	\$78.77
Operator Class B	\$41.58		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.83	\$78.62
Operator Class C	\$40.54		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.79	\$77.06
Operator Class D	\$39.32		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.57	\$75.23
Operator Class E	\$34.03		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$50.28	\$67.29
Master Mechanic	\$41.93		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.18	\$79.14
Apprentice	Percent											
1st Year	50.00	\$20.84	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.09	\$47.51
2nd Year	60.00	\$25.01	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.26	\$53.76
3rd Year	70.00	\$29.18	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.43	\$60.01
4th Year	80.00	\$33.34	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.59	\$66.27
Field Mech Trainee												
1st year	50.00	\$20.84	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.09	\$47.51
2nd year	60.00	\$25.01	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.26	\$53.76
3rd year	70.00	\$29.18	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.43	\$60.01
4th year	80.00	\$33.34	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.59	\$66.27

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour. *Misc is National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph

Jurisdiction (* denotes special jurisdictional note) :

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

69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Special Jurisdictional Note :

Details :

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

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insert/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000

pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.
Master Mechanic - Master Mechanic

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 505

Change # : LCN01-2023ibLoc505

Craft : Drywall Finisher Effective Date : 01/18/2023 Last Posted : 01/18/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$30.99		\$8.32	\$6.08	\$0.40	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$49.81	\$65.30
Apprentice	Percent											
1st 6 months	55.00	\$17.04	\$8.32	\$1.84	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.60	\$36.13
2nd 6 months	55.00	\$17.04	\$8.32	\$1.94	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.70	\$36.23
3rd 6 months	55.00	\$17.04	\$8.32	\$2.39	\$0.40	\$0.00	\$2.21	\$0.00	\$0.00	\$0.00	\$30.36	\$38.89
4th 6 months	65.00	\$20.14	\$8.32	\$2.49	\$0.40	\$0.00	\$2.61	\$0.00	\$0.00	\$0.00	\$33.96	\$44.04
5th 6 months	75.00	\$23.24	\$8.32	\$2.94	\$0.40	\$0.00	\$3.02	\$0.00	\$0.00	\$0.00	\$37.92	\$49.54
6th 6 months	85.00	\$26.34	\$8.32	\$3.04	\$0.40	\$0.00	\$3.42	\$0.00	\$0.00	\$0.00	\$41.52	\$54.69

Special Calculation Note : No special calculation for this classification.

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

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

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

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY,

SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT.

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Change # : LCN01-2021fbLoc639

Craft : Painter Effective Date : 06/29/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Sign Erector Service/Patteren/Metal Fab/Neon Class A	\$24.35		\$7.16	\$5.57	\$0.25	\$0.71	\$0.00	\$1.00	\$0.00	\$0.00	\$39.04	\$51.22
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class B	\$24.35		\$7.16	\$5.57	\$0.25	\$1.42	\$0.00	\$1.00	\$0.00	\$0.00	\$39.75	\$51.93
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class C	\$24.35		\$7.16	\$5.57	\$0.25	\$2.13	\$0.00	\$1.00	\$0.00	\$0.00	\$40.46	\$52.64
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class D	\$24.35		\$7.16	\$5.57	\$0.25	\$2.84	\$0.00	\$1.00	\$0.00	\$0.00	\$41.17	\$53.35
Computer Operator, Router, Spray Painter/Wood Class A	\$22.83		\$7.16	\$5.57	\$0.25	\$0.68	\$0.00	\$0.96	\$0.00	\$0.00	\$37.45	\$48.87
Computer Operator, Router, Spray Painter/Wood Class B	\$22.83		\$7.16	\$5.57	\$0.25	\$1.36	\$0.00	\$0.96	\$0.00	\$0.00	\$38.13	\$49.55
Computer Operator, Router, Spray Painter/Wood Class C	\$22.83		\$7.16	\$5.57	\$0.25	\$2.04	\$0.00	\$0.96	\$0.00	\$0.00	\$38.81	\$50.23
Computer Operator, Router, Spray Painter/Wood Class D	\$22.83		\$7.16	\$5.57	\$0.25	\$2.72	\$0.00	\$0.96	\$0.00	\$0.00	\$39.49	\$50.91
Final Assembly,Helper Class A	\$18.33		\$7.16	\$5.57	\$0.25	\$0.60	\$0.00	\$0.84	\$0.00	\$0.00	\$32.75	\$41.92
Final Assembly,Helper Class B	\$18.33		\$7.16	\$5.57	\$0.25	\$1.20	\$0.00	\$0.84	\$0.00	\$0.00	\$33.35	\$42.52
Final Assembly,Helper Class C	\$18.33		\$7.16	\$5.57	\$0.25	\$1.80	\$0.00	\$0.84	\$0.00	\$0.00	\$33.95	\$43.12
Final Assembly,Helper Class D	\$18.33		\$7.16	\$5.57	\$0.25	\$2.40	\$0.00	\$0.84	\$0.00	\$0.00	\$34.55	\$43.72
Apprentice	Percent											
1-2000 hrs	50.00	\$12.18	\$7.16	\$5.57	\$0.25	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$25.83	\$31.91
2001-3000 hrs	55.00	\$13.39	\$7.16	\$5.57	\$0.25	\$0.50	\$0.00	\$0.70	\$0.00	\$0.00	\$27.57	\$34.27
3001-4000 hrs	60.00	\$14.61	\$7.16	\$5.57	\$0.25	\$0.53	\$0.00	\$0.74	\$0.00	\$0.00	\$28.86	\$36.17
4001-5000 hrs	65.00	\$15.83	\$7.16	\$5.57	\$0.25	\$0.55	\$0.00	\$0.77	\$0.00	\$0.00	\$30.13	\$38.04
5001-6000 hrs	70.00	\$17.04	\$7.16	\$5.57	\$0.25	\$1.15	\$0.00	\$0.80	\$0.00	\$0.00	\$31.97	\$40.50

6001-7000 hrs	85.00	\$20.70	\$7.16	\$5.57	\$0.25	\$1.29	\$0.00	\$0.90	\$0.00	\$0.00	\$35.87	\$46.22
7001-8000 hrs	90.00	\$21.92	\$7.16	\$5.57	\$0.25	\$1.33	\$0.00	\$0.93	\$0.00	\$0.00	\$37.16	\$48.11

Special Calculation Note : Other is for paid holidays. Apprentice Pay Rate should be based on proper Classification.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :

Class A Worker: More than 1 year but less that 2 years.

Class B Worker: More than 2 years but less than 10 years.

Class C Worker: More than 10 years but less that 20 years.

Class D Worker: More than 20 years

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707

Change # : LCN01-2021sksLoc707

Craft : Painter Effective Date : 12/31/2021 Last Posted : 12/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$28.11		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$46.66	\$60.71
Paperhanger	\$28.11		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$46.66	\$60.71
Sandblasting & Buffing	\$28.51		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$47.06	\$61.32
Spray Painting	\$28.81		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$47.36	\$61.76
REPAINT Brush Roll & Paperhanger	\$26.61		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.16	\$58.46
REPAINT Sandblasting & Buffing	\$27.01		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.56	\$59.07
REPAINT Spray Painting	\$27.31		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.86	\$59.51
Apprentice - Painter	Percent											
1st 6 months	45.00	\$12.65	\$7.92	\$1.59	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.56	\$28.88
2nd 6 months	50.00	\$14.06	\$7.92	\$1.64	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.01	\$31.04
3rd 6 months	55.00	\$15.46	\$7.92	\$2.13	\$0.40	\$0.00	\$2.28	\$0.00	\$0.00	\$0.00	\$28.19	\$35.92
4th 6 months	60.00	\$16.87	\$7.92	\$2.17	\$0.40	\$0.00	\$2.49	\$0.00	\$0.00	\$0.00	\$29.85	\$38.28
5th 6 months	65.00	\$18.27	\$7.92	\$2.52	\$0.40	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00	\$31.81	\$40.95
6th 6 months	70.00	\$19.68	\$7.92	\$2.56	\$0.40	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$33.47	\$43.31
7th 6 months	75.00	\$21.08	\$7.92	\$3.45	\$0.40	\$0.00	\$3.11	\$0.00	\$0.00	\$0.00	\$35.96	\$46.50
8th 6 months	80.00	\$22.49	\$7.92	\$3.45	\$0.40	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$37.58	\$48.82

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,

LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 707 HwyHwy

Change # : LCN01-2021sksLoc707Ind

Craft : Painter Effective Date : 12/31/2021 Last Posted : 12/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Bridge Class 1 Bridge Blaster	\$34.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$52.92	\$70.10
Class 2 Bridge Painter, Rigger/Containment Builder, Spot Blaster	\$31.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.92	\$65.60
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$24.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$42.92	\$55.10
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$27.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.92	\$59.60
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc	\$23.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$41.92	\$53.60
Class 5 Quality Control. Quality Assurance, Traffic Safety, Competent Person	\$27.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.92	\$59.60
Apprentice - Painter	Percent											
1st 6 months	45.00	\$15.47	\$7.92	\$1.59	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.38	\$33.11
2nd 6 months	50.02	\$17.19	\$7.92	\$1.64	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.15	\$35.75

3rd 6 months	55.00	\$18.90	\$7.92	\$2.13	\$0.40	\$0.00	\$2.28	\$0.00	\$0.00	\$0.00	\$31.63	\$41.09
4th 6 months	60.00	\$20.62	\$7.92	\$2.17	\$0.40	\$0.00	\$2.49	\$0.00	\$0.00	\$0.00	\$33.60	\$43.91
5th 6 months	65.00	\$22.34	\$7.92	\$2.52	\$0.40	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00	\$35.88	\$47.05
6th 6 months	70.00	\$24.06	\$7.92	\$2.56	\$0.40	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$37.85	\$49.88
7th 6 months	75.00	\$25.78	\$7.92	\$3.45	\$0.40	\$0.00	\$3.11	\$0.00	\$0.00	\$0.00	\$40.66	\$53.55
8th 6 months	80.00	\$27.50	\$7.92	\$3.45	\$0.40	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$42.59	\$56.33

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

* Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCNO1-2022sksLoc120

Craft : Sprinkler Fitter Effective Date : 07/20/2022 Last Posted : 07/20/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sprinkler Fitter	\$44.07		\$12.10	\$10.70	\$1.14	\$0.00	\$3.40	\$0.30	\$0.00	\$0.00	\$71.71	\$93.75
Apprentice	Percent											
1st year	48.72	\$21.47	\$5.35	\$0.00	\$1.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.96	\$38.70
2nd year	50.56	\$22.28	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$42.07	\$53.21
3rd year	58.57	\$25.81	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$45.60	\$58.51
4th year	69.78	\$30.75	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$50.54	\$65.92
5th year	77.79	\$34.28	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$54.07	\$71.21

Special Calculation Note : OTHER IS : SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

- 1 Journeyman to 1 Apprentice per project
- 2 - 4 Journeymen to 2 Apprentices
- 5 - 7 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE, LORAIN

3 Journeymen to 1 Apprentice on jobs with 9 or more journeymen

Special Jurisdictional Note :

Details :

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCN01-2022sksLoc120

Craft : Pipefitter Effective Date : 07/20/2022 Last Posted : 07/20/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter	\$44.07		\$12.10	\$10.70	\$1.14	\$0.00	\$3.40	\$0.30	\$0.00	\$0.00	\$71.71	\$93.75
Apprentice	Percent											
1st year	48.72	\$21.47	\$5.35	\$0.00	\$1.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.96	\$38.70
2nd year	50.56	\$22.28	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$42.07	\$53.21
3rd year	58.57	\$25.81	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$45.60	\$58.51
4th year	69.78	\$30.75	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$50.54	\$65.92
5th year	77.79	\$34.28	\$11.40	\$6.10	\$1.14	\$0.00	\$0.85	\$0.30	\$0.00	\$0.00	\$54.07	\$71.21

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

- 1 Journeymen to 1 Apprentice per project
- 2-4 Journeymen to 2 Apprentices per project
- 5-7 Journeymen to 3 Apprentices per project

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
MEDINA*, SUMMIT*

3 to 1 on jobs with 9 or more journeymen

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of State Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Under pipefitter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, calibrate and maintain pneumatic temperature controls and piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120 Mechanical Equipment

Change # : LCN01-2022sksLoc120

Craft : Pipefitter Effective Date : 07/20/2022 Last Posted : 07/20/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter Mechanical Equipment Service A-2	\$33.48		\$12.10	\$10.70	\$1.14	\$0.00	\$3.40	\$0.30	\$0.00	\$0.00	\$61.12	\$77.86
Pipefitter Mechanical Equipment Service A-1	\$29.96		\$12.10	\$10.70	\$1.14	\$0.00	\$3.40	\$0.30	\$0.00	\$0.00	\$57.60	\$72.58
MES Trainees	Percent											
1st year	56.75	\$19.00	\$5.70	\$0.00	\$1.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.84	\$35.34
2nd year	60.51	\$20.26	\$5.70	\$3.80	\$1.14	\$0.00	\$1.70	\$0.30	\$0.00	\$0.00	\$32.90	\$43.03
3rd year	66.82	\$22.37	\$5.70	\$3.80	\$1.14	\$0.00	\$1.70	\$0.30	\$0.00	\$0.00	\$35.01	\$46.20
4th year	77.36	\$25.90	\$5.70	\$3.80	\$1.14	\$0.00	\$1.70	\$0.30	\$0.00	\$0.00	\$38.54	\$51.49
5th year	83.69	\$28.02	\$5.70	\$3.80	\$1.14	\$0.00	\$1.70	\$0.30	\$0.00	\$0.00	\$40.66	\$54.67

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

3 Journeymen to 1 Apprentice
2 Intermediate Servicemen to 1 Serviceman
Trainee per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Work scope but not limited to: Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration , air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 526

Change # : OCR01-2022sksLoc80

Craft : Plaster Effective Date : 06/03/2022 Last Posted : 06/03/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$30.45		\$8.10	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$51.26	\$66.49
Apprentice	Percent											
Apprentice 1st yr	50.00	\$15.23	\$8.10	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$36.03	\$43.65
2nd yr	60.00	\$18.27	\$8.10	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$39.08	\$48.22
3rd yr	75.00	\$22.84	\$8.10	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$43.65	\$55.07
4th yr	90.00	\$27.41	\$8.10	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$48.22	\$61.92

Special Calculation Note : Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Local 55

Change # : LCN01-2022sksLoc55Plum

Craft : Plumber Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plumber	\$40.00		\$10.47	\$9.63	\$1.23	\$0.00	\$7.10	\$0.01	\$0.00	\$0.00	\$68.44	\$88.44
Yard Piping	\$24.36		\$6.94	\$2.91	\$0.69	\$0.00	\$1.59	\$0.30	\$0.00	\$0.00	\$36.79	\$48.97
Shopman (When in the field)	\$21.75		\$8.13	\$5.59	\$0.10	\$0.00	\$3.85	\$0.00	\$0.00	\$0.00	\$39.42	\$50.30
Shopman (when in the field) After 5/1/10	\$14.71		\$7.09	\$1.80	\$0.10	\$0.00	\$1.20	\$0.00	\$0.00	\$0.00	\$24.90	\$32.26
Plumber Light Commercial Journeymen	\$26.62		\$7.74	\$2.28	\$0.69	\$0.00	\$3.58	\$0.01	\$0.00	\$0.00	\$40.92	\$54.23
Apprentice Light Commercial Trainee												
0-3 Months	\$13.32		\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.82	\$20.48
4-6 Months	\$13.74		\$3.09	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.29	\$24.16
7-12 Months	\$13.89		\$3.72	\$0.33	\$0.63	\$0.00	\$1.13	\$0.00	\$0.00	\$0.00	\$19.70	\$26.64
2dn Year	\$15.14		\$3.75	\$0.35	\$0.65	\$0.00	\$1.20	\$0.00	\$0.00	\$0.00	\$21.09	\$28.66
3rd Year	\$16.38		\$3.76	\$0.36	\$0.68	\$0.00	\$1.28	\$0.00	\$0.00	\$0.00	\$22.46	\$30.65
Apprentice Initiated AFTER 5/1/10	Percent											
1-6 Months	44.47	\$17.79	\$6.43	\$0.24	\$0.95	\$0.00	\$1.56	\$0.00	\$0.00	\$0.00	\$26.97	\$35.86
7-12 Months	51.08	\$20.43	\$6.53	\$0.44	\$1.00	\$0.00	\$2.01	\$0.01	\$0.00	\$0.00	\$30.42	\$40.64
2nd year 1-6	54.38	\$21.75	\$7.17	\$0.85	\$1.05	\$0.00	\$3.06	\$0.01	\$0.00	\$0.00	\$33.89	\$44.77
2nd year 7-12	56.04	\$22.42	\$7.23	\$2.85	\$1.05	\$0.00	\$3.78	\$0.01	\$0.00	\$0.00	\$37.34	\$48.54
3rd year 1-6	63.22	\$25.29	\$7.64	\$2.80	\$1.05	\$0.00	\$4.00	\$0.01	\$0.00	\$0.00	\$40.79	\$53.43

3rd year 7-12	67.97	\$27.19	\$7.76	\$3.63	\$1.05	\$0.00	\$4.62	\$0.01	\$0.00	\$0.00	\$44.26	\$57.85
4th year	74.27	\$29.71	\$7.89	\$4.07	\$1.05	\$0.00	\$4.98	\$0.01	\$0.00	\$0.00	\$47.71	\$62.56
5th year	80.67	\$32.27	\$8.01	\$4.51	\$1.05	\$0.00	\$5.33	\$0.01	\$0.00	\$0.00	\$51.18	\$67.31

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio :

1 Journeyman 1 Apprentice

Light Commercial Ratio

1-2 Journeymen to 1 Trainee

3 Journeymen to 2 Trainees

4-5 Journeymen to 3 Trainees

6-8 Journeymen to 4 Trainees

9-10 Journeymen to 5 Trainees

11-13 Journeymen to 6 Trainees

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

Details :

The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities. One field shopman per shop may be hired after employing the 1st apprentice, and a second field shopman per shop may be hired after employing the 5th apprentice. These shopmen may work in the field performing primarily non-mechanical work. The plumber shopman's duties do not include the installation of plumbing.

The Plumber Light Commercial Rate can be used for the following: Any private construction project covered by this agreement shall be eligible for designation as a Market Recovery Project (Lt Commercial). The Market Recovery (Lt Commercial) wage rate shall be determined project specific by the business manager. The Market Recovery rate (Lt Commercial) may be utilized on all new, repair, remodeling, alteration, and/or maintenance (interior and exterior) of "Private Enterprise Projects"; including office buildings, service buildings, retail establishments, churches, motels/hotels, and strip shopping centers which fall under this agreement.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 44

Change # : LCN01-2022sksLoc44

Craft : Roofer Effective Date : 10/05/2022 Last Posted : 10/05/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$36.55		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$56.99	\$75.26
Applicant & Helper Trainees												
0 to 1851 hrs	\$16.45		\$0.50	\$0.50	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$17.88	\$26.10
1852 to 3350 hrs	\$20.10		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$40.54	\$50.59
3351 to 4850 hrs	\$25.59		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$46.03	\$58.82
4851 to 6350 hrs	\$29.24		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.68	\$64.30
6351 to 7550 hrs	\$32.90		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$53.34	\$69.79
7551 hrs	\$36.55		\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$56.99	\$75.26
Apprentice	Percent											
Start of school	50.02	\$18.28	\$0.50	\$0.50	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$19.71	\$28.85
600 hrs worked/72 school hrs	55.00	\$20.10	\$0.50	\$0.50	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$21.53	\$31.58
1200 hrs worked/144 school hrs	60.00	\$21.93	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$42.37	\$53.34
1800 hrs worked/216 school hrs	65.00	\$23.76	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$44.20	\$56.08
2400 hrs worked/288 school hrs	70.02	\$25.59	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$46.03	\$58.83
3000 hrs worked/360 school hrs	75.00	\$27.41	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$47.85	\$61.56
3600 hrs	80.00	\$29.24	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.68	\$64.30

worked/432 school hrs												
4200 hrs worked/504 school hrs	90.02	\$32.90	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$53.34	\$69.79
4800 hrs/576 school hrs	100.00	\$36.55	\$9.31	\$10.70	\$0.37	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$56.99	\$75.26

Special Calculation Note : Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice
1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
LAKE, LORAIN*, SANDUSKY

Special Jurisdictional Note : Lorain (The Ohio Turnpike North)

Details :

\$0.04 for "Other" is for Drug Testing

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Cleveland)

Change # : LCN01-2022ibLoc33Clev

Craft : Sheet Metal Worker Effective Date : 11/07/2022 Last Posted : 10/12/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sheet Metal Worker	\$40.63		\$8.89	\$15.86	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$69.63	\$89.95
Apprentice	Percent											
1st year	50.02	\$20.32	\$8.89	\$3.09	\$0.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.48	\$42.64
2nd year	54.97	\$22.33	\$8.89	\$3.40	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$38.87	\$50.04
3rd year	59.95	\$24.36	\$8.89	\$3.71	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$41.21	\$53.39
4th year	74.94	\$30.45	\$8.89	\$4.64	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$48.23	\$63.45
5th year This applies for any apprentice who is a 5th yr as of May 1, 2022 until completion of their apprenticeship	74.94	\$30.45	\$8.89	\$4.64	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$48.23	\$63.45

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

Ratio :

- 1 Journeyman to 1 Apprentice
- 2 Journeymen to 1 Apprentice
- 3 Journeymen to 2 Apprentices
- 4 Journeymen to 2 Apprentices
- 5 Journeymen to 3 Apprentices
- 6 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 Industrial Door

Change # : LCN01-2022sksLoc33Industrial DoorClev

Craft : Sheet Metal Worker Effective Date : 08/01/2022 Last Posted : 07/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$23.92		\$8.66	\$5.55	\$0.17	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$40.45	\$52.41
Trainees	Percent											
1st 60 days Probationary Perios	52.00	\$12.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.44	\$18.66
61st day-12 months	58.00	\$13.87	\$8.66	\$1.92	\$0.17	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00	\$26.03	\$32.97
2nd yr	68.00	\$16.27	\$8.66	\$1.92	\$0.17	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$28.61	\$36.74
3rd yr	73.00	\$17.46	\$8.66	\$1.92	\$0.17	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$29.90	\$38.63
4th yr	80.00	\$19.14	\$8.66	\$1.92	\$0.17	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$31.69	\$41.25
5th yr	86.00	\$20.57	\$8.66	\$1.92	\$0.17	\$0.00	\$1.91	\$0.00	\$0.00	\$0.00	\$33.23	\$43.52

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, HANCOCK, HENRY, HOLMES, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver HevHwy 436

Change # : LCN01-2015fbLoc436

Craft : Truck Driver Effective Date : 08/12/2015 Last Posted : 08/12/2015

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver - Straight and Dump Trucks including Asphalt-Straight Fuel - Warehousemen-Straight Fuel	\$26.90	\$4.80	\$10.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.75	\$55.20
Semi Fuel-Semi Tractor Drivers-Darts-Tank Asphalt Spreaders-Low Boys. Carryall Drivers-Rockers-Hilifts-Forklifts-Xtra long Trailers etc.	\$27.40	\$4.80	\$10.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.25	\$55.95

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LAKE, GEAUGA

Special Jurisdictional Note :

Details :

Eculids include: Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All Drivers, Tourna-Rockers, High-Lifts, Fork-Lifts, Extra Long Trailers and Semi-Tractor and Tri-Axle Trailer, Tandem Tractor and Tandem Trailer, Tandem Trailer and Tri-Axle Trailer, Tag Along Trailer, Expandable Trailers or towing requiring road permits. Ready-Mix (Agitator or non-agitator) Bulk Concrete Drivers, dry Batch Trucks, Articulated End Dump, Bus Drivers.

Holiday Pay = 7 holidays X (8 hours X BHR)/2080 hours per year.
This pay is only for those employee's who started driving before 1976.

To be eligible to receive holiday pay an employee must have worked at least one (1) day in the period fourteen (14) calendar days prior to the holiday and/or in the fourteen (14) day calendar period after the holiday.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : OCR01-2022sksCementHevHwy

Craft : Cement Mason Effective Date : 05/05/2022 Last Posted : 05/05/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$32.49		\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$51.26	\$67.50
Apprentice	Percent											
1st Year	70.00	\$22.74	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$41.51	\$52.88
2nd Year	80.00	\$25.99	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.76	\$57.76
3rd Year	90.00	\$29.24	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$48.01	\$62.63

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy

Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

Details :

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks