August 11, 2014

BIDDING & CONSTRUCTION DOCUMENTS FOR:

Streetscape Improvement Program
The City of Parma, Ohio

OWNER:

The City of Parma
6611 Ridge Rd.
Parma, OH 44129

PREPARED BY:

City of Parma Community Services & Economic Development Department
5592 Broadview Road, Suite 101
Parma, OH 44134
P: (216) 661-7412
W: etollerup@cityofparma-oh.gov

TABLE OF CONTENTS

SECTION	TITLE		
COVER PAGE			
TABLE OF CONTENTS		(TC)	1
DIVISION 0	**CONTRACT REQUIREMENTS**		
NOTICE TO BIDDERS		(NB)	1
INSTRUCTIONS TO BIDDERS		(IB)	1-10
BID FORM		(BF)	1-4
GENERAL CONDITIONS		(GC)	1-11
SUPPLEMENTAL GENERAL CONDITIONS		(SGC)	1-12
NON-COLLUSION AFFIDAVIT		(NC)	1-3
PERFORMANCE BOND		(PB)	1-2
BIDDERS QUALIFICATIONS		(BQ)	1
LISTING OF SUBCONTRACTORS		(LS)	1
LIST OF NON-OHIO PRODUCTS, MATERIALS, SERVICES & LABOR		(NOP)	1
AFFIRMATIVE ACTION CERTIFICATION		(AA)	1
AFFIDAVIT		(TA)	1
CONTRACT FORM		(C)	1
INDEPENDENT CONTRACTOR INFORMATION			
HUD FORM 4010			
WAGE RATES		(WR)	
PAYROLL WORKSHEET			
NOTICE TO EMPLOYEES (POSTED ON SITE)			
DIVISION 1	**GENERAL REQUIREMENTS**		
01010	SUMMARY OF WORK	01010	1-3

NUMBER	TITLE

PROPOSED LOCATIONS

SP-1	ADDRESS AND MEASUREMENT LISTING
SP-2	HANDICAP RAMP INSTRUCTIONS
SP-3	CURB REPAIR INSTRUCTIONS

TITLE SHEET

A0.0	TITLE SHEET

LEGAL NOTICE

Sealed bids will be received by the Purchasing Director until 11:00 a.m. local time on the 27th day of August, 2014 for Bid No. **12-14** for the **Public Sidewalk, Curb and Catch Basin Repair Program** (Bid Opening at 11:01 a.m. 08/27/2014), and; Bid No. **13-14** for the **Streetscape Improvement Program** (Bid Opening at 11:02 a.m. 08/27/2014) in the City Hall First Floor Conference Room of the City of Parma in accordance with specifications on file with the City of Parma Community Services/Economic Development Department, 5592 Broadview Road, Suite 101, Parma, OH 44134. All questions regarding these documents must be sent in writing via the following fax: **216-661-7407**.

Requests for consideration of any Proposed Equal for a specified product, equipment or service shall be submitted to the City of Parma Community Development Department no later than ten (10) days prior to the bid opening. Additional products, equipment and services shall only be confirmed Approved Equal by Addendum. Bidders shall submit bids that are in compliance with the Standard Conditions of Contract for Construction and Special conditions, if any, included in the Contract Documents.

Bids must be submitted in a sealed envelope and clearly marked with the bid invitation number, opening date, and item being bid. In the event that several invitations are being bid simultaneously, each bid must be submitted in a separate envelope. Bids must be delivered directly to the Office of the Purchasing Director, on the basement level of Parma City Hall, 6611 Ridge Road, Parma, OH 44129, prior to 11:00 a.m. local time on the day of the bid opening at which time all proposals will be publicly opened and read at their scheduled time per bid documents.

Each bid must be on the form prescribed by the City of Parma and **each bid must be accompanied by a certified check on a solvent bank in an amount of 10% of the bid, or a 100% bid bond,** the same being payable to the City of Parma as a guaranty that if the bid is accepted, a contract will be entered into and a surety bond satisfactory to said municipality in an amount equal to 100% of the total bid will be furnished. All bonds must have full name and address for the company acting as surety; full name, mailing address and telephone number of the office, business or agency actually issuing the bond, and; name, mailing address and telephone number of an agent in the State of Ohio authorized to accept services of process for claims on the bonds. The deposit of the successful bidder will be retained until the contract is properly executed and delivered. Deposits of all unsuccessful bidders will be returned immediately following award.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the Prevailing Wage Rates of Public Improvements in Cuyahoga County and the City of Parma, Ohio as determined by the Ohio Department of Industrial Relations. The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations: The City of Parma, Community Services/Economic Development Department, 5592 Broadview Road, Suite

#101, Parma, OH 44134. The City reserves the right to accept all or any part of any bid and to reject any and all bids.

Thomas Weinreich, Purchasing Director

Advertise: Plain Dealer
8/10/14; 8/17/14

NOTICE TO BIDDERS

Sealed bids will be received by the City of Parma, 6611 Ridge Road, Parma, Ohio 44129 for the following project:

Streetscape Improvement Program
The City of Parma
Parma, Cuyahoga County, Ohio

In accordance with the Contract Documents prepared by:

City of Parma Community Services & Economic Development Department
5592 Broadview Road, Suite 101
Parma, OH 44134
Phone (216) 661-7372
Fax (216) 661-7407
Attn: Erik Tollerup
*All questions regarding these documents must be sent in writing via fax.

Requests for consideration of any Proposed Equal for a specified project, equipment or service shall be submitted to the Associate no later than ten (10) days prior to the bid opening. Additional products, equipment and services shall only be confirmed Approved Equal by Addendum.

Bidders shall submit bids that are in compliance with the Standard Conditions of Contract for Construction and Special Conditions, if any, included in the Contract Documents. The City of Parma reserves the right to reject any and all bids.

PREVAILING WAGE RATES AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS ARE APPLICABLE TO THIS PROJECT.

Bids will be received for:

General Contract	Estimate Cost
12-14	$107,000
13-14	$105,000
City-wide locations	

until **Wednesday, August 27th, 2014 at 11:00 a.m.,** at the office of the Purchasing Director, basement level of Parma City Hall, 6611 Ridge Rd., Parma, OH 44129. This bid will be opened and read aloud at 11:02 a.m.

The General Contractor for the Project is responsible for scheduling the Project, coordinating the Contractor and providing other services identified in the Contract Documents.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

City of Parma Community Services & Economic Development Department, 5592 Broadview Road, Suite 101, Parma 44134.

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS IB-1
B. BID FORM IB-1
C. PROPOSAL GUARANTY IB-1
D. CONSIDERATION OF PROPOSALS IB-1
E. AWARD OF CONTRACT IB-2
F. CANCELLATION OF AWARD IB-2
G. RETURN OF PROPOSAL GUARANTEE IB-2
H. REQUIREMENT OF CONTRACT AND LABOR AND MATERIAL BONDS ... IB-3
I. EXECUTION OF CONTRACT IB-3
J. FAILURE TO EXECUTE CONTRACT IB-3
K. CONTRACTOR'S INSURANCE IB-3
L. MAINTENANCE BOND IB-5
M. WAGE SCALE AND LABOR IB-6
N. NON-COLLUSION AFFIDAVIT IB-6
O. QUALIFICATION OF BIDDER IB-6
P. DIRECTOR OF PUBLIC SERVICE IB-6
Q. ENGINEER IB-6
R. LICENSING IB-7
S. ASSIGNMENT IB-7
T. SUBLETTING IB-7
U. THE OWNER'S RIGHT TO TERMINATE THE CONTRACT IB-7
V. CORRECTIONS AND ERRORS IB-8
W. BIDDER'S SUBMISSIONS IB-9
X. BUY "OHIO" PROVISIONS IB-9
Y. EQUAL OPPORTUNITY REQUIREMENTS IB-9
Z. DOMESTIC STEEL USE IB-10

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

Sealed bids for improvements (as shown on the plans and as described on the specifications) in the City of Parma will be received at Parma City Hall by the Director of Public Service until 11:00 A.M. on the day stated in the legal notice. Said bids shall be enclosed in an opaque sealed envelope addressed to the attention of the Director of Purchasing and marked with the name of the project, and shall bear the name of the bidder.

B. BID FORM

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the proprietorship, partnership, or corporation submitting same. The bid of the proprietorship shall be signed by the Owner, a partnership by one of the general partners, a corporation by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Director of Purchases. Bidder may, at his discretion, add other pertinent facts or data that he might deem desirable, but his bid MUST BE ON THIS BID FORM.

C. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond in an amount equal to one hundred percent (100%) of the total bid, drawn in favor of the City of Parma, or a certified check, cashier's check, or letter of credit drawn on a solvent bank in Cuyahoga County made payable to the City of Parma in an amount not less than ten percent (10%) of the total amount of the bid. The bid guaranty shall be conditioned upon execution of the contract and the furnishing of a performance bond in the event the contract is awarded to the bidder.

D. CONSIDERATION OF PROPOSALS

No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or in default

to the Owner upon any debt or Contract, or that is a defaulter as Surety or otherwise on any obligation to the Owner, or has failed to perform faithfully any pervious Contract with the Owner.

Two Proposals from a firm, corporation or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one Proposal for this work will be cause for the rejection of all Proposals in which he is interested. When there is reason to believe that there is collusion or combination among the bidders, the bids of those so concerned will be rejected.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgement of the awarding authority the best interests of the City will be promoted thereby.

E. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter mailed to the address shown in the proposal, that his bid has been accepted and that he has been awarded the contract.

F. CANCELLATION OF AWARD

The Director of Public Service reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

G. RETURN OF PROPOSAL GUARANTEE

All proposal guaranties will be returned after a satisfactory contract bond has been furnished and the contract has been executed by the successful bidder, or after rejection of all

bids.

H. REQUIREMENT OF CONTRACT AND LABOR AND MATERIAL BONDS

The successful bidder must within ten days after he has received notice of the award to him and before entering into contract furnish a contract bond in the form provided by 153.57 of the Ohio Revised Code in the full amount of his proposal, which bond shall cover the entire contract until final acceptance by the City of this improvement.

The Contract Bond shall include a clause governing the payment of subcontractors, material, men and laborers.

I. EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bond and other required contract documents, within ten days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City of Parma until the execution of the contract.

J. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised as the Director of Public Service may decide.

K. CONTRACTOR'S INSURANCE

1. The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect himself, the Owner and any subcontractor performing work covered by this Contract from any claims for damages or personal injury, including accidental death, as well as claims for property damages which may arise from operations under

this Contract, whether such operations be by himself or by any subcontractor or any directly or indirectly employed by either of them and the amount of insurance shall be as follows.

2. Public Liability Insurance: In an amount not less than five hundred thousand dollars ($500,000.00) for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than one million dollars ($1,000,000.00) on account of one occurrence involving injury to more than on person, and property damage insurance in an amount not less than two hundred thousand dollars ($200,000.00) on account of any one accident and in a total of five hundred thousand dollars ($500,000.00) for all accidents occurring during the policy period.

3. The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required or by separate policies of insurance on amounts as follows:

a. Public Liability Insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than five hundred thousand dollars ($500,000.00) for injuries or death of one person and not less than one million dollars ($1,000,000.00) on account of injury or death to two or more persons.

b. Property Damage Liability Insurance to cover each automobile, truck or other vehicle used in the performance of this Contract in an amount not less than five hundred thousand dollars ($500,000.00) in any accident.

c. Public Liability and Property Damage Insurance to cover the use of explosives used in the performance of this Contract, in the same limits as set forth in the preceding subsections.

d. The Contractor shall insure for this life of the Contract against all loss or damage by fire at the site and against all loss or damage by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the names

of the Owner and the Contractor. The amount of the policy may vary with the extent of the work completed, but shall at all times, be at least equal to the amount paid on account of work and materials plus the value of work on but not paid for by the Owner. Certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the Owner before partial payments are made.

e. Each subcontractor is required to take out and maintain during life of such subcontract such public liability and property damage insurance as shall protect such subcontractor from claims for damages for personal injury including accidental death, as well as claims for property damages, which may arise from operations under any subcontract. Such insurances shall be in such amounts as may be determined by the Contractor with the approval of the Owner, and the subcontractor's insurance shall name the City as co-insured.

4. The policy or policies shall contain the following special provisions: The company agrees than ten (10) days prior to the cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Owner.

L. MAINTENANCE BOND

A two year maintenance bond, in the amount of twenty-five percent (25%) of this contract, shall be required of the successful bidder at his own expense. The three-year term of this guarantee shall begin on the date of final acceptance of this improvement and shall guarantee that this improvement will remain in good condition for and during the entire period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the work or if it becomes apparent that any of the work is not in accordance with the requirements, or if any work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, as determined by the Director of Public Service, the Contractor shall rectify such defects or

omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the City reserves the right to make such corrections at the expense of the Contractor or bonding company.

M. WAGE SCALE AND LABOR

The minimum wage to be paid to all labor and mechanics employed on this contract shall be at the rates determined by the Ohio Department of Industrial Relations for Cuyahoga County.

N. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

O. QUALIFICATION OF BIDDER

The bidder must furnish information relative to the facilities, ability, and financial resources available for the proper fulfillment of the work on the form attached hereto which is a part of the bidding document.

P. DIRECTOR OF PUBLIC SERVICE

Whenever the term "Director of Public Service" is used herein, the same shall mean the Director of Public Service of the City of Parma, Ohio or his duly authorized agent.

Q. ENGINEER

Whenever the term "Engineer" is used herein, the same shall mean City Engineer of the City of Parma or his duly authorized agent.

R. LICENSING

The Contractor must be licensed and bonded with the City of Parma before execution of the Contract.

S. ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this contract or his right, title to or interest in any part hereof without previous consent in writing by the Owner.

T. SUBLETTING

The Contractor shall not sublet any part of the work included in this contract without the previous written consent of the Owner. In making application for subletting any portion of the work, the Contractor shall state, in writing, on the form provided the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work and to furnish any materials called for in the Specifications. Subletting, if permitted, shall not relieve the prime Contractor for his Surety in any of his or its obligations under this Contract.

Should any subcontractor fail to perform this work to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval at once and to require the performance of such work by the Contractor himself or through other approved subcontractors.

In case of a General Contractor being acceptable and qualified to do this work and any of his subcontractors being unacceptable to the City, the General Contractor shall secure acceptable subcontractors but will not be allowed to change any of his bid for the work.

U. THE OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should

made a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors of for material or labor or disregard statues, ordinances, regulations, orders, or the instructions of the Engineer or otherwise fail to perform any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety ten days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, and finish the work whatever method the Owner may deem expedient.

The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten (10) days from the date of the notice of suspension, the Owner has the right to continue in possession of and utilize for the completion of the contract, any and all materials, which the Contractor has delivered upon the site of the work and to prosecute the work to completion as the Owner may deem expedient.

In case the Owner completes the work, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor or his Surety shall pay the difference to the Owner within ten (10) days after being notified in writing of the amount thereof.

V. CORRECTIONS AND ERRORS

All corrections and/or revisions of bid prices, extensions and/or totals shown on the proposal shall be initialed in ink by the Bidder in advance of submission to the City.

In the evaluation of bids, the City will rely on and assume to be accurate all unit prices bid. The City will recalculate unit extensions and bid totals in reliance on the unit prices and will compare bids on the basis of the City's computations,

notwithstanding extensions or totals stated in error by the Bidder.

The City reserves the right, in its sole discretion: to interpret and assess the existence of any other bid error, apparent or otherwise; to correct or not correct any other bid error, apparent or otherwise; and to reject any bid or proposal where such other bid errors, apparent or otherwise, may appear.

W. BIDDER'S SUBMISSIONS

All bidders are hereby informed to submit the complete book of Specifications and Contract Documents properly completed. A Contract Forms Checklist (Sheet CF-1) is included after the Detail Specifications. The bidder should properly complete all of the Forms on the checklist and then place a check on the appropriate line on Sheet CF-1 besides each form completed.

X. BUY "OHIO" PROVISIONS

The Contractor and all subcontractors involved in this project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementations of this project. The contractor shall submit for approval of the Engineer the location and name of all manufacturers and supplies that will be used on the project. The Contractor shall also submit the name and address of all labor and service companies used on the project prior to their working of the project.

The Engineer may deny the use of out-of-state products, labor, services, and materials if in-state suppliers, workers, and manufacturers are available.

The Contractor is advised that his bid prices should reflect any and all additional costs of the Buy "Ohio" Provisions.

Y. EQUAL OPPORTUNITY REQUIREMENTS

Each bidder must read, complete, sign and date the State of Ohio Equal Employment Opportunity Requirements and Bid

Conditions for OPWC-Assisted Construction Projects (Sheets EOR-1 thru EOR-10) if this is an OPWC Project. In addition, the City of Parma Certificate of Compliance for Equal Opportunity must be completed and submitted with the bid.

Z. DOMESTIC STEEL USE

Domestic steel use requirement as specified in Section 153.001 of the Revised Code apply to this project. Copies of Section 153.001 of the Revised Code can be obtained . From any of the offices of the Ohio Department of Administrative Services.

BID FORM

Bids will be received by the City of Parma, 6611 Ridge Rd., Parma, OH 44129 on August 27, 2014 at 11:00 a.m. EDST for the following Project:

Project Name: Streetscape Improvement Project
The City of Parma, Ohio
Parma/Cuyahoga County

The time for Contract Completion is 45 consecutive calendar days. All bids are to remain valid for a period of 90 days after bid opening.

Having read and examined the Contract Documents, prepared by the City of Parma Community Services & Economic Development Department for the above referenced Project, and the following Addenda:

Addendum No.	Date of Receipt
_____	_____
_____	_____

The undersigned Bidder proposes to perform all work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

Item 1. **GENERAL TRADES CONTRACT** – Locations and amounts as Listed

ALL LABOR AND MATERIALS, for the sum of……..$_____

Sum in words: _____

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
1	Excavation of concrete or asphalt as marked; clean fill and grass seed.	2,826	S.F.		
2	8" Concrete Apron	5,380	S.F.		
3	8" Sidewalk	680	S.F.		

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
4	Stamped and colored concrete (faux brick).	1,345	S.F.		
5	Curb removed and replaced, 18" full depth	638	L.F.		
6	Tree Planting	16	EA		
7	4" Public Sidewalk	1,761	S.F.		
8	Handicap Ramp	2	EA		

BIDDER'S CERTIFICATION

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

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

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

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

4. During performance of the Contract, the Bidder agrees to comply with OAC Chapters 123:2-3 through 123:2-9 and agrees to incorporate the provisions contained in the Governor's January 27, 1972 Executive Order into all subcontracts on the Project, regardless of tier. The Bidder understands the State Equal Opportunity Division may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.

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

6. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, and that the Bidder shall pay any wage increase in the locality during the term of the Contract.

7. The Bidder will execute the Contract Form with ***The City of Parma***, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to ***The City of Parma.***

8. The Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. On and after January 1, 2003, all Bidders entering into a Contract with ***The City of Parma*** certify that they and their Subcontractors will be enrolled, and in good standing in a Drug Free Workplace Program approved by the Ohio Bureau of Workers' Compensation. On or after July 1, 2003, the Bidder certifies that they and their Subcontractors are in compliance with the same requirements.

9. The Bidder agrees to furnish any information requested by ***The City of Parma*** or the Associate to evaluate the responsibility of the Bidder.

10. The Bidder agrees to furnish the submittals required by ***The City of Parma*** for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.

If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form.** If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and **sign the Bid Form.** All signatures must be original.

SIGNATURE & INFORMATION FOR BIDDER

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

BWC DFWP Enrolled? Yes _____ No _____

Contact person for Contract processing: _____

President or Primary Officer Name and Title: _____

ADDITIONAL SIGNATURE & INFORMATION FOR JOINT VENTURE

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

BWC DFWP Enrolled? Yes _____ No _____

Contact Person for Contract Processing: _____

President or Primary Office Name and Title: _____

GENERAL CONDITIONS

1. INTENT OF CONTRACT GC-1
2. AUTHORITY OF THE ENGINEER GC-1
3. LAWS TO BE OBSERVED GC-1
4. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND DETAIL SPECIFICATIONS GC-2
5. SCHEDULING GC-2
6. LOCATION OF EXISTING FACILITIES GC-2
7. RELOCATION OF UTILITIES GC-2
8. SOIL CONDITIONS GC-3
9. DRAINAGE GC-3
10. CONSTRUCTION STAKING GC-3
11. PROTECTION OF PROPERTY AND WORK GC-4
12. INSPECTION AND TESTING GC-5
13. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS GC-5
14. UNACCEPTABLE MATERIALS GC-6
15. QUANTITIES OF WORK GC-6
16. CHANGES IN THE WORK GC-6
17. FINAL CLEANUP GC-7
18. SCOPE OF PAYMENT GC-8
19. MONTHLY ESTIMATES AND PAYMENTS GC-8
20. TIME FOR COMPLETION GC-9
21. BARRICADES, LIGHTS AND SIGNS GC-10
22. SANITARY FACILITIES GC-11
23. DAMAGES AND CLAIMS GC-11
24. CORRECTIONS AND ERRORS GC-11

GENERAL CONDITIONS

1. INTENT OF CONTRACT

All work and materials mentioned in the Specifications and not shown on the drawings, and all work and materials shown on the drawings and not mentioned in the Specifications, and all work and materials necessary for the completion of the work according to the best engineering practice and true intent and meaning of the Contract Drawings and Specifications shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings.

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. The Contractor, knowing of such error or omission and prior to correction thereof, shall not proceed with any work affected thereby without a written, prior approval from the Engineer.

2. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

3. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall, at all times, observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract herein, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the United States in the employment of labor or workers, who are qualified and

available to perform the work to which the employment relates.

That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

4. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND DETAIL SPECIFICATIONS

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

5. SCHEDULING

The Contractor shall submit his schedule for work to be performed which must meet with the approval of the Engineer. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours, except in cases of emergency, and then may be performed only if permission is obtained from the Director of Public Service and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life, or in case of extraordinary emergency, and then only as authorized or directed by the Director of Public Service's office.

6. LOCATION OF EXISTING FACILITIES

The locations of the underground utilities shown on the plans are as obtained from the owners of the utility as required by Section 153.64 ORC.

7. RELOCATION OF UTILITIES

The City has notified all utility companies, all pipe line owners, or other parties affected, and is endeavoring to have all necessary adjustments of the private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Utility lines, including service connections, meter boxes, valve boxes, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by others at no cost to the City.

It is understood and agreed that the Contractor has considered in his bid all of the existing utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

8. SOIL CONDITIONS

Bidders shall satisfy themselves as to the nature of the ground at the site of the proposed work and pay particular attention to any soil condition that may affect the progress of the work. The City makes no guarantee, either expressed or implied, as to such ground conditions.

The Contractor is advised that no additional payment shall be made for rock excavation since all excavated material shall be classified as unclassified material.

9. DRAINAGE

The Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the construction site when construction is in process, and shall keep said site dry until the construction is completed.

10. CONSTRUCTION STAKING

The Contractor shall, at his own expense, furnish all construction layout staking necessary for the project. The Contractor shall exercise care in the preservation of original reference points and bench marks and shall have them replaced or reset at his expense when they are damaged, lost, displaced or removed.

The Contractor shall provide field forces and set all stakes that are necessary for the correct layout of the work shown on the plans or called for in the Specifications.

When ordered by the Engineer, the Contractor shall furnish additional stakes for any other horizontal or vertical controls, as the Engineer may deem necessary.

For grading operations, the location of slope stakes shall be determined by a calculation method. Stakes for line and grade of all sewers, drains, water lines or underground conduits shall be set at intervals not to exceed fifty feet (50'). Stakes for the line and grade for all pavements, curbing and walks shall be set at intervals not to exceed twenty-five feet (25'). All right-of-way and easement lines shall be staked in such a manner as to clearly define the right-of-way and easement lines of the project.

The Contractor shall be responsible for the finished work conforming to the lines, grades, elevations and dimensions shown on the plans or called for in the specifications. Any inspections or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure proper lines, grades, elevations and dimensions of the several parts of the work.

The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be done under the supervision of a Registered Professional Engineer or Registered Surveyor.

All of the above and other miscellaneous materials and operations necessary for the completion of the project are the responsibility of the Contractor and should be included in the prices bid for other items of work.

11. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property, whether of this contract or another, that may be encountered or endangered during construction. He shall repair and make good any damage caused to such property.

The Contractor shall use every possible precaution to prevent injury to trees, shrubbery and lawns which may be located on or near the site of the work along public rights-of-way or on private property, and he shall not be permitted to locate any equipment where it would interfere with or injure any trees, shrubbery or lawns, except as otherwise specified herein.

All tree roots encountered in the prosecution of the work shall be protected to avoid damage if possible. All roots greater than 3/4 inches in diameter that are damage shall be properly cut by accepted methods and sealed with approved dressing to insure completed healing over. The City reserves the right to repair any damage to

public utilities or other facilities of the City caused by the work of the Contractor and the cost of such repair shall be borne by the Contractor.

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against vandalism, weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the Contract. It is intended at all times to minimize the inconvenience to all local residents; this includes minimizing noise and eliminating, as soon as possible, the dust and dirt from the work areas.

12. INSPECTION AND TESTING

The Contractor shall pay for an include in his bid for other items all necessary costs of inspection, permits and testing as required by all governmental authorities involved. No work shall be performed unless in the presence of the City Engineer or his authorized representative. The Contractor is required to give 24-hour notice to the City of Parma prior to beginning or discontinuing work. If notice is not given, the Contractor shall be charged for one full day's inspection. If work is cancelled after noon but before a full day is completed, the Contractor shall be charged for one (1) full day (8 hours). The City will deduct the fee from the Contractor's monthly estimates. The current inspection rate for the City of Parma is forty dollars ($40.00) per hour.

13. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefor, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor with materials and labor meeting the requirements of the order, and of these specifications, the City will purchase in the open market, material and labor of the character required under the order up to the amount rejected and the said Contractor and his Surety shall be liable to the City thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

14. UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due or to become due to the Contractor.

15. QUANTITIES OF WORK

The quantities of work set forth herein are approximate only and the City reserves the right to modify them or delete any or all of them upon notice to the Contractor. The City may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

16. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claims for extensions of time caused thereby shall be adjusted at the time of ordering such change. The value of such extra work or change shall be determined in one or more of the following ways:

Case A: At the request of the Engineer, in writing, the Contractor shall submit an estimate of cost for the proposed change. The Engineer's approval of the estimate will be in the form of a change order issued by the Owner to all interested parties and shall act as

authorization for the Contractor to proceed with the proposed change.

Case B: By unit prices named in the Contract or subsequently agreed upon by the Owner and Contractor in writing.

Case C: By cost plus percentage or by cost plus a fixed fee.

Note: The choice of Case A, B and/or C lies with the Engineer.

Under "C" case, the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit due the Contractor.

Pending final allowance of value, payments on account of changes shall be made only on the Engineer's estimate, under Case "C" only.

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days time after the receipt of such instructions except in an emergency endangering life or property and the procedure shall then be as provided for above. No such claim shall be valid unless made so.

Where the Contractor deems extra compensation is due him for work or materials not clearly covered in the contract, or not ordered by the Engineer or Owner as an extra, the Contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases such claim. If such notification is not given, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual costs, then the Contractor hereby agrees to waive the claims for such extra compensation.

In giving instructions, the Engineer shall have authority to make, either by verbal or written orders, minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change involving extra cost shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the contract sum will be valid unless so ordered.

17. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor shall make a final cleanup of the project to the satisfaction of the Engineer.

18. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and equipment for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.

19. MONTHLY ESTIMATES AND PAYMENTS

The Owner shall make payments on account of the Contract as therein provided as follows:

A. The Contractor will on or before the first week of each month make estimates in writing of the materials in place complete and the amount of work performed in conformance with the Contract during the preceding month and the value thereof and submit this estimate to the Engineer for approval. No labor or materials, furnished outside the provisions of the Contract will be paid for unless the same has been provided on the written order of the Engineer.

B. The unit or lump sum price stated in the Contract shall be used in determining the amount to be paid and shall constitute full and final compensation for all the work.

C. Partial payments to the Contractor for work performed under either a unit price or lump sum price item shall be made at the rate of ninety-two percent (92%) of the estimates, less all previous estimates, prepared by the Contractor, and approved by the Engineer, until the Contract is fifty percent (50%) complete as evidenced by the payment of estimates to the Contractor. After the Contract is fifty percent (50%) complete, no further funds shall be retained except the eight percent (8%) of the first fifty percent (50%) of the work performed. Materials are to be paid at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the bid price in a Unit Price Contract, upon delivery to the site of the work provided such materials have been inspected and found to meet specifications. The balance of such invoiced cost of materials shall be paid when such material is incorporated into and becomes a part of such building, construction, addition, improvement, alteration, or installation; all in accordance with Section 153.14 of the Ohio Revised Code.

D. Partial payments to the Contractor for work performed under the lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer who

shall apportion the lump sum price to the principal features entering into or forming a part of the work under the lump sum price.

E. When the rate of work and amounts involved are so large that it is deemed advisable by the Owner or Contractor, estimates and payments shall be made twice each month.

F. Ten (10) days after the final measurements have been made, the Engineer shall submit the final estimate in full for all work performed under this Contract.

G. All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

20. TIME FOR COMPLETION

Work on this contract shall commence within five (5) calendar days after execution of the Contract and without notice from the Owner, unless by reason of special conditions arising after execution of the Contract, the Owner and Contractor agree in writing to postpone commencement of the work hereunder. If the Contractor requests that the Director issue a notice to proceed, said article shall be given to the Contractor.

The Contractor shall state on the bid form, where provided for, the number of consecutive calendar days required to complete the work herein contemplated. Where equal bids are received, the time of completion may be used in determining the lowest and best bid.

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed.

The Contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the Engineer.

It is mutually agreed by and between the parties hereto that time is an essential part of this contract and that if the Contractor shall fail to complete the work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, from the monies which are or may become due said Contractor, and for every calendar day the completion of the work be delayed beyond the time set forth herein for such completion, according to the schedule set forth below.

It is agreed by and between the parties hereto that inasmuch as expenses and inconveniences and other damages will be sustained by the City in the event that said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience to the public, engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and, in some cases, in susceptible of easy proof, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses and damages sustained by it by the failure of the Contractor to complete the work as herein specified.

ORIGINAL CONTRACT AMOUNT		LIQUIDATED DAMAGES
FROM	TO	PER CALENDAR DAY
$0	$100,000.	$100.00
100,000.	500,000.	200.00
500,000.	1,000,000.	300.00
1,000,000.	1,500,000.	500.00
1,500,000.	2,000,000.	750.00
2,000,000.	> 2,000,000.	1,000.00

21. BARRICADES, LIGHTS AND SIGNS

When permission is granted to close a section of road to traffic, the Contractor shall provide, erect and maintain neat and substantial barricades, and warning lights at each end of the closed section and at all intersecting roads. A fire lane shall be maintained at all times even when permission is granted to close a portion of the road, and access shall be provided to fire hydrants and all other utility appurtenances.

Where traffic is maintained the Contractor shall provide, erect and maintain signs, warning lights, and flagmen as may be necessary to protect the workmen and to safeguard the public.

The Contractor will be held responsible for all damages or injury to persons or property even though barricades, signs, warning lights and flagmen are installed as required above. The Contractor's responsibility for the maintenance of the aforesaid shall not cease until the work has been accepted. Openings left on traveled surfaces shall be maintained with steel plates or other materials as approved by the Engineer.

22. SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with statues, requirements and regulations of the state or legal authority having jurisdiction, and as approved by the Engineer.

23. DAMAGES AND CLAIMS

The Contractor shall defend and hold harmless the Owner and its officers and agents, from all claims of any nature whatsoever by any person, firm or corporation, for damages either to person or property, arising in any manner out of the carrying on of the work; and against liability from all claims relating to labor or materials furnished for the work; and claims to inventions, patents, and patent rights used in doing the work.

In case of the Owner or its representatives are compelled to pay any money on account of any claim due to this contract or the work done under it, the Contractor or his Surety shall refund the same together with all expenses connected therewith.

24. CORRECTIONS AND ERRORS

All correction and/or revisions of bid prices, extensions, and/or totals shown on the proposal shall be initialed in ink by the Bidder in advance of submission to the City.

In the evaluation of bids, the City will rely on and assume to be accurate all unit prices bid. The City will recalculate unit extensions and bid totals in reliance on the unit prices and will compare bids on the basis of the City's computations, notwithstanding extensions or totals stated in error by the Bidder.

The City reserves the right, in its sole discretion: to interpret and assess the existence of any other bid error, apparent or otherwise; to correct or not correct any other bid errors, apparent or otherwise; and to reject any bid or proposal where such other bid errors, apparent or otherwise, may appear.

SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF CONTENTS

		Page No.
1.	Scope Of Work	SGC-1
2.	Specifications And Contract Drawings To Be Part Of Contract	SGC-1
3.	Soil Conditions	SGC-1
4.	Structures Encountered	SGC-1
5.	Protection Of Work – Extended Requirements	SGC-4
6.	Experimental Methods, Equipment And Materials	SGC-4
7.	Experience	SGC-4
8.	Dimensions, Detailed Drawings And Elevations	SGC-5
9.	Floods And Freezing Weather	SGC-5
10.	Temporary Bridges, Crossings And Roadways	SGC-5
11.	Trees, Shrubbery And Lawns	SGC-5
12.	Poles	SGC-6
13.	Changes In Sewers, Catch Basins Etc.	SGC-6
14.	Water Courses	SGC-7
15.	Field Inspection Costs	SGC-7
16.	Night Work	SGC-7
17.	Culverts	SGC-7
18.	Removal Of Water	SGC-7
19.	Contractor's Office	SGC-7
20.	Fire Extended Coverage Insurance	SGC-8
21.	Protection Of Property	SGC-8
22.	Local Jurisdiction, Permits, Licenses, Notices, Etc	SGC-8
23.	Indemnification	SGC-9
24.	Toilet Facilities	SGC-9
25.	Signs	SGC-10
26.	Materials Guarantee And Extended Guarantee Period	SGC-10
27.	Ordering Of Material By Contractor	SGC-10
28.	Clean Up	SGC-10
29.	Responsibility Of Contractor And Subcontractor	SGC-10
30.	Percentage Of Work Performed By Contractor's Forces	SGC-11
31.	MBE/FBE Goals	SGC-11
32.	Insurance – Supplemental Requirements	SGC-11
33.	Schedule	SGC-11
34.	As-Built Drawings	SGC-11
35.	Job Sites Safety Considerations	SGC-11
36.	Material Disposal	SGC-12
37.	Convenience To The Public	SGC-12
39.	Tracking Mud Upon Public Ways	SGC-12
40.	Payment	SGC-12

SUPPLEMENTAL GENERAL CONDITIONS

1. SCOPE

These "Supplemental General Conditions" amplify or modify the "General Conditions". Where any article of the "General Conditions" is supplemented hereby, the original provisions remain in effect and the supplementary portion shall be considered as added.

2. SPECIFICATIONS AND CONTRACT DRAWINGS TO BE PART OF CONTRACT

Specifications, contract drawings, statements and the proposals which accompany the bids and which are accepted herewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into for the purchase of any material or work, or both, herein anticipated by the City of Parma. All work and materials mentioned in the specifications and not shown on the drawings, and all work, and material shown on the drawings and not mentioned in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of contract drawings and specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings.

3. SOIL CONDITIONS

Subject to the convenience of the City of Parma. and by obtaining the necessary permits from the City of Parma, prospective bidders shall be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, who shall maintain and restore the site to an original condition of safety.

4. STRUCTURES ENCOUNTERED

A. The Contractor shall, at Contractor expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks and fixtures of all kinds and all other public or private property that may be encountered or endangered in the prosecution of the work herein contemplated and that are not otherwise provided for in the Charter of Franchise relating to same. The Contractor shall repair and make good any damage caused to such property by reason of his or her operation.

B. The City of Parma reserves the right to repair any damage to water connections caused by the work of the Contractor, the cost of such repair to be borne by the Contractor. In the event the Contractor refuses or fails to pay bills for such repair work upon presentation, the cost of the same shall be deducted from any money that may be due the Contractor on partial or final estimates as herein provided.

C. Should it become necessary, in order to clear the structures being built under this contract, to change the position of any conduits, gas pipes, or other pipes, wires or structures of any character except water pipes, sewers and sewer house connections, or should such change in positions be essential to the proper building of the structures, the Contractor shall notify

the Director of Public Service of the circumstances, stating the location and nature of the structure involved, and shall cease work if necessary until proper arrangements can be made to care for the same. The cost of changing the position of any such structure, except water pipes, sewers and sewer service connections, shall not he an obligation of the Contractor under this contract, but no claim for damage due to delay or any other cause by any change in location of the structures herein mentioned will be considered or allowed by the City of Parma.

D. The Contractor shall notify, in writing, with copy to the Director of Public Service, companies, owners or others in responsible charge of any structures that may be affected by the Contractor's operations, and such notice shall be given in ample time to permit such companies, owners or others to take proper protective measures before such structures are in any way endangered by the work under this contract.

The Contractor shall not hinder or interfere with any such companies, owners or others in moving, supporting or otherwise protecting their property and structures, but shall afford them every reasonable facility in taking such protective measures as may be necessary.

1. The names and addresses of the owners of underground utility facilities and structures that may be within the construction area work limits of this public improvement are listed herein. The Director of Public Service will, within ten calendar days after award of the contract, notify in writing, by certified mail with return receipt requested, all owners of underground facilities, including those listed herein:

Existing Utilities:

Cleveland Electric Illuminating Co.
55 Public Square
Cleveland, Ohio 44113
216-552-9800

Columbia Gas if Ohio
7080 Fry Road
Middleburg Heights, Ohio 44130
440-243-1000

Dominion East Ohio Gas Company
1201 East 55th Street
Cleveland, Ohio 44103
216-391-2100

SBC
13630 Lorain Avenue
Cleveland, Ohio 44111
216-822-6241

City of Cleveland
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114
216-664-2444

City of Cleveland
Division of Water Pollution Control
12301 Kirby Ave.
Cleveland, Ohio 44108
216-664-2750

Ohio Utilities Protection Service (O.U.P.S.)
100 Federal Plaza East Lower Level
Youngstown, Ohio 44503
1-800-362-2764

Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115-2505
216-881-6600

A T & T (Long Lines)
3833 Weymouth Road
Medina, Ohio 44256
330-725-4552

2. The Contractor shall, at least two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to starting work, notify O.U.P.S. and those owners of underground utility facilities and any other structures by certified mail with return receipt requested. The Contractor shall present a copy of the return receipt to the Director of Public Service before the Contractor will be authorized to begin construction in the vicinity of any facilities either shown on the plans or located by the owner thereof. The Contractor's notification shall be given in ample time to permit utility companies, owners or others to take proper protective measures before such facilities or structures are in any way endangered by the work under this contract. The Contractor shall not hinder or interfere with any such companies, owners or others in moving, supporting or otherwise protecting their property or structures, but shall afford them every reasonable facility in taking such protective measures as may be necessary. The Contractor's attention is directed to the provisions related to Public Improvements in Section 153.64 of the Ohio Revised Code.

3. By submitting a bid, it is understood and agreed that the Contractor has considered all of the permanent and temporary underground utility facilities, utility appurtenances and any structures in their present or relocated positions affecting this public improvement.

5. PROTECTION OF WORK - EXTENDED REQUIREMENTS

The work performed under this Contract directly affects the health, safety, and welfare of the citizens in the community. The Contractor shall at all times maintain the work so as to be free from hazardous conditions, to provide water service to all customers and to provide adequate fire protection for the area. Should the Director of Public Service or an authorized representative determine that the work is deficient in this respect, the Director of Public Service will so notify the Contractor and the Contractor shall immediately remedy the deficiency. The Contractor shall effect such remedy within two (2) hours after being so notified. Should the Contractor fail to respond to the notification for immediate remedy, the Contractor shall be charged in the amount of fifty ($50.00) dollars for each hour beyond two (2) hours herein established.

If the Director of Public Service determines that the nature of the deficiency is such that the remedy can be deferred until the next day, and the Contractor fails to perform the work the following day, the Contractor shall be charged in the amount of one hundred. dollars ($100.00) for each additional day the work is not performed.

If the Contractor fails to effect a remedy in a timely manner, the Director of Public Service may cause the work to be done by City of Parma forces or other contractor at the cost of the Contractor.

All charges stipulated under this paragraph will be deducted from payments due to the Contractor under terms of the Contract.

6. EXPERIMENTAL METHODS, EQUIPMENT AND MATERIAL PROHIBITED

The use of any experimental or untried methods, or the use or installation of any experimental or untried materials or equipment or any combination of either or both, shall not be allowed. Each bidder shall, if so required by the Director of Public Service, submit ample proof that the method of doing any of the work contemplated under these specifications has been successfully used for like work for a period of at least five (5) years, or that the materials or equipment or any combination of either or both proposed to be used on, or furnished for such contemplated work, is of a reliable make and is of a type that has been successfully used in practical service outside of the Contractor's works, for a period of not less than five (5) years.

7. EXPERIENCE

If the Contractor has not previously completed a contract of a similar size and nature for either the City of Parma or any other municipality in the State of Ohio, the Contractor shall be required to demonstrate to the satisfaction of the Director of Public Service that he or she has the required experience by submitting proof of all of the following in a notarized statement. This notarized statement must be submitted with the bid package.

A. That the Contractor and/or Subcontractors currently has the required equipment, organization, capital and ability to complete this project.

8. DIMENSIONS, DETAILED DRAWINGS AND ELEVATIONS

Figured dimensions on drawings shall take precedence over measurements by scale and detailed drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work. If, however, any of the detailed drawings show more elaborate or expensive work than is specified and indicated by the contract drawings, notice thereof must e given to the Director of Public Service by the Contractor within ten (10) days after the receipt of such detailed drawings in order that the drawings may be amended or the additional expense on account of such work may be adjusted and authorized. If the Director of Public Service does not receive such notice from the Contractor within ten (10) days after detailed drawings have been received, it is hereby agreed that the Contractor accepts the drawings and will execute them without claim for extra compensation.

9. FLOODS AND FREEZING WEATHER

Proper facilities shall be provided for protecting the work from damage by flood, rain or frost, and work done in freezing weather shall be done in such manner as the Director of Public Service may approve. Valves shall be protected from freezing.

10. TEMPORARY BRIDGES, CROSSINGS AND ROADWAYS

A. The Contractor shall conduct work so as to interfere as little as possible with public travel. Whenever it is necessary to cross or interfere with railroads, street railways, roads and driveways (public or private), the Contractor shall, at his or her own expense and in a manner satisfactory to the Director of Public Service, provide and maintain suitable and safe bridges or other temporary expedients for the accommodation of public travel and shall give reasonable notice to such owners before interfering with them.

B. The Contractor shall promptly remove any temporary bridge, crossing, walks or roadways erected and maintained by the Contractor when ordered to do so by the Director of Public Service.

11. TREES, SHRUBBERY AND LAWNS

A. The Contractor shall use every possible precaution to prevent injury to trees, shrubbery and lawns which may be located on the site of the work, and shall not be permitted to locate any construction equipment where the same would interfere with or injure any trees, shrubbery or lawns. All shrubbery and lawns, either within the limits of the excavation or contiguous to the work, shall be replaced or restored to a condition at least as good as at the time of the commencement of work. Any trees needlessly injured or destroyed shall be restored or replaced.

B. Where trees of less than two (2") inches in diameter are encountered within the limits of the excavation, the Contractor shall, where directed, remove, properly protect and replace them. Where larger trees are encountered the Contractor shall tunnel under the trees when, in the opinion of the Director of Public Service, the trees may be saved by so doing.

12. POLES

The Contractor shall, in a manner satisfactory to the Director of Public Service, support all poles, the security of which are affected by work under this contract. The Contractor shall notify the owners of such property so that these owners may cooperate in the protection of their property.

13. CHANGES IN SEWERS, CATCH BASINS ETC.

A. The Contract Drawings show certain sewers and appurtenances in certain locations. The City of Parma does not guarantee that all sewers appurtenances are shown nor that locations given are accurate. The City of Parma will not entertain any claim from the Contractor that is based on the failure to have correctly indicated any sewer or appurtenance.

B. Whenever in the execution of the work being done under this contract, interferences develop between the proposed work and appurtenances and existing sewers, sewer connections, drains, catch basins, sewer manholes or connections to same, the matter shall be referred for instruction to the Director of Public Service and to the municipalities or townships in which the work is being done. If the Director of Public Service with the approval of the proper local authorities orders the Contractor to change the location of any sewer, sewer connection, drain, catch basin, sewer manhole or connection to the same, then the Contractor shall remove and rebuild same.

C. If the work to be done under this contract interferes with the existing sewer connections or sewer extensions referred to in the preceding paragraph, then the Contractor, when so ordered by the Director of Public Service, shall make such changes in the gradient of the sewer connections or extensions to avoid this interference. If necessary, these changes shall be carried to the main sewer and shall include the requisite changes in the main sewer itself.

D. Whenever sewers or sewer service connections cross over the work herein contemplated, the Contractor shall surround the sewers or connections with not less than six inches of 1:3:6 concrete. This concrete protection shall be supported and extend across and beyond the full width of the trench so as to provide each side at least one foot of bearing on firm ground.

E. If, for any reason, interferences between the work herein to be done and sewer connections or extensions cannot be remedied as noted in the preceding paragraphs, or should the Contractor be prohibited from such procedure, then the Contractor when so ordered by the Director of Public Service, shall construct new sewers in such locations as shall be approved by the Director of Public Service and the municipalities or townships in which the work is to be done. The Contractor shall connect all existing sewer connections to the new sewers.

F. If the Contractor is prohibited from changing the gradients of sewer connections or extensions, or if it is advisable to construct new sewers rather than change the gradients of sewer connections or extensions in order to avoid interferences with the work provided for under this contract, then upon written request of the Contractor and written approval of the Director of Public Service, and other proper authorities, such

new sewers may be constructed including the connection of all existing sewer connections to the new sewers.

G. Wherever the work herein contemplated passes through the crown of a sewer, drain or culvert, the work of removing the required amount of masonry and rebuilding the sewer, drain or culvert shall be done by the Contractor.

H. All sewer construction work in the City of Parma shall be done in accordance with the adopted ordinances, rules and regulations of the City of Parma and shall be subject to the supervision, inspection and approval of the Director of Public Service.

14 WATER COURSES

Should it become necessary to change the flow of water courses, the Contractor shall at his or her own expense, provide suitable temporary water channels and shall hold the City of Parma harmless against all claims for damages growing out of obstructions to the proper flow of these water courses.

15. FIELD INSPECTION COSTS (Not Used)

16. NIGHT WORK

Whenever streets or driveway crossings are encountered in the prosecution of the work, the Contractor shall be required to work diligently and quickly in order to avoid interference with traffic, and when required by the Director of Public Service to do so, shall work day and night, or nights if necessary so that the interference with traffic is reduced to a minimum.

17. CULVERTS

Where culverts for road ditch drainage are encountered under driveways, side streets, etc., whether of tile, wood, metal or whatever material, they shall be protected or removed, preserved and replaced, or suitable equal culverts furnished and placed, all to the satisfaction of the Director of Public Service and the municipalities in which the work is being done.

18. REMOVAL OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means for removing water from excavations or other parts of the work, or for preventing sides from sliding or caving, and shall remove the water. The Contractor shall provide additional pumps or drains at any place the Director of Public Service deems necessary.

19. CONTRACTOR'S OFFICE (Not. Used)

20. FIRE AND EXTENDED COVERAGE INSURANCE

The Contractor shall insure for the life of the contract against all loss or damage by theft, vandalism, fire, water, hurricane, windstorm, hail, lightning, explosion, riot, civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the name of the City of Parma and the Contractor. The amount of the policy may vary with the extent of the work, completed, but shall at all times be at least equal to the amount paid on account of work done and materials on hand as furnished or delivered by the Contractor. Certificates from the insurance companies showing the amount and extent of coverage shall be delivered to the City of Parma before partial payments are made against any estimate for payment.

21. PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the protection and preservation of all public and private property.

B. The Contractor shall be responsible for all damages or injury of any character to property during the performance of the work, resulting from any act, omission, neglect or misconduct in the manner or method of doing the work.

C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the performance of the proposed work, or in consequence of the nonperformance thereof by the Contractor, the Contractor shall restore, at the Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

D. At points where the Contractor's work is adjacent to property or buildings, damage to which might result in loss or inconvenience, work, shall not be performed until all arrangements necessary for the protection thereof have been made to the satisfaction of the Director of Public Service.

22. LOCAL JURISDICTION, PERMITS, LICENSES, NOTICES, ETC.

A. The Contractor shall keep fully informed of all local laws, ordinances and regulations and all orders of authorities having jurisdiction or authority which in any way affect the conduct of the work to be performed under this contract. The Contractor shall procure all necessary permits and licenses and pay all required charges and fees.

B. The Contractor shall give Special Notice, in writing and in person, to Ward Council persons, Police Chief and Fire Chief. This Special Notice shall describe the work, the area affected, dates work will begin, expected date of completion, and times that hydrants, temporary or permanent, will be flushed. The Contractor shall submit copies of such Special Notices to the Director of Public Service. The Contractor shall notify these same above mentioned parties when all work is actually completed. The Contractor shall also post appropriate signs along the streets where flushing is to be done at least three (3) days prior to such work.

C. The Contractor shall give and distribute all other notices specified, necessary and incidental to the proposed work,. The Contractor shall deliver to each dwelling unit or water customer affected by the proposed work a Notice Form at least one (1) week before any work is started. The City of Parma will furnish the required number of Notice Forms.

D. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for use by his or her employees as may be necessary to comply with the requirements of the local authorities having jurisdiction.

E. The Contractor shall at all times so conduct work as to assure the least possible obstruction to traffic and interference with the use of the work. site by local authorities. The Contractor shall also assure the safety and convenience of the general public, employees or representatives of the City of Parma and the residents of the area. The Contractor shall provide and maintain safeguards. safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work.

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

G. Temporary barricades and/or lights or other control devices and facilities shall be furnished, erected, maintained and removed as necessary by the Contractor to give warning and protection in the work area.

23. INDEMNIFICATION

A. The Contractor shall indemnify and hold harmless the City of Parma. City of Cleveland, the Director of Public Service, the Engineer, and their representatives and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work.

B. In any and all claims against the City of Parma, the City of Cleveland, the Director of Public Service, the Engineer, or any of their representatives or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

24. TOILET FACILITIES

The Contractor shall furnish suitable toilet facilities for the workers on this project.

25. SIGNS

A. Before commencing work on any street or in any work area included in this improvement project, the Contractor shall furnish, erect and maintain two signs on such street or the entrances to a work area in the location ordered by the Director of Public Service. The signs shall remain in place until all work on the street or in the area has been completed.

B. The Construction of and the wording on the signs shall conform to the detailed sketches which are made a part of these specifications and enclosed herein.

C. The signs shall remain the property of the Contractor. The cost of furnishing, erecting, maintaining and removing the signs shall be included in the cost of the work.

26. MATERIALS GUARANTEE AND EXTENDED GUARANTEE PERIOD

All materials used in the project under this contract shall be new and unused.

The period of guarantee shall be thirty six (36) months.

The equipment, hereinafter specified, shall meet all applicable requirements set forth in 29 Code of Federal Regulation 1910 (OSHA) and 40 Code of Federal Regulations 201 through 211 (Noise Abatement Programs).

27. ORDERING OF MATERIAL BY CONTRACTOR

The Contractor shall order all necessary materials required for the work in such a sequence as to expedite the work to completion. A delay in ordering of material that will slow or stop work will not be considered by the Director of Public Service when a request for extension of time has been issued. The Contractor shall furnish to the Director of Public Service evidence that materials required have been ordered and their expected delivery dates.

28. CLEAN UP

The Contractor shall clean up all debris from construction sites as soon as possible. The Contractor shall not leave debris behind in areas and move on to other areas, but shall clean up the work areas as the job progresses.

29. RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTOR

The Contractor shall notify other contractors or subcontractors of work which will affect the installation of their material. It is imperative that the Contractor and all subcontractors cooperate fully in the execution of their work. All work must be so coordinated that progress is maintained. Delivery of materials shall be properly scheduled and the proper labor must be on hand for the installation of same.

The safety provisions of applicable state and municipal laws, ordinances and regulations shall be

strictly observed and proper safety measures shall be used to prevent accident or injury.

The Contractor shall clarify and apportion the furnishing of materials and the performance of labor to the various trades involved, in accordance with the local customs, rules, and jurisdictional awards. regulations and the like, insofar as may be applicable to this work, regardless of the classification as indicated in the Detail Specifications.

The contracting public authority entering into this public improvement contract shall be the Director of Public Service, City of Parma. To comply with "Prevailing Rates of Wages", all required submittals shall be made through the Engineer, who shall be the person signifying that the "Prices Charged (are) Correct" on the Director's written estimates of payment. The Engineer will then file the submittal with the Prevailing Wage Coordinator.

30. PERCENTAGE OF WORK PERFORMED BY CONTRACTOR'S FORCES

The Contractor shall be required to perform a minimum of 20 percent of installed work by persons in his or her employ and under his or her direct supervision. The Contractor shall furnish all payroll records, personnel rosters, quantities, work records and any further proof that may be required by the Director of Public Service in order to verify that the Contractor has performed the minimum required portions of work. The bidders shall indicate to the Director of Public Service what portions of work will comprise the Contractor's minimum percentages of installed work and substantiate to the satisfaction of the Director of Public Service the method used in arriving at said percentages.

31. MBE/FBE GOALS (Not Used)

32. INSURANCE-SUPPLEMENTAL REQUIREMENTS (Not Used)

33. SCHEDULE

Before beginning any work, the Contractor shall submit to the City of Parma for approval a detailed schedule of the Contractor's work schedule.

34. AS-BUILT DRAWINGS

The Contractor shall provide the City of Parma with accurate as-built drawings showing the exact location of all new sewers, sewer lateral connections and manholes installed, including pipe lengths, grades, flow lines and top of casting. A registered Professional Engineer shall seal the drawings. Payment for as-built drawings shall be made at the contract unit price bid per linear feet of pipe for as-built drawings, complete.

35. JOB SITES SAFETY CONSIDERATIONS

The Contractor shall follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 Code of

federal Regulations 1910 through 1926). The Contractor shall certify that his or her organization will, additionally, comply with 29 CFR 1926 Subpart P (Excavations, Trenching and Shoring) and 29 CFR 1910.1200 (Confined Space Entry Requirements).

The Contractor, where working in the "right of way" shall follow the requirements of the State of Ohio Department of Transportation's regulations (Part 7) set forth in the Ohio Manual of Construction and Maintenance Operations.

36. MATERIAL DISPOSAL

The Contractor shall not dump any waste materials on any City property without written permissioon of the Director of Public Service, or on other property without the written permission of the owner or lessee thereof, and the Direcotor of Public Service. When such permission is granted, dumping shall be subject to regulations prescribed by the Director of Public Service.

37. RESTORATION OF TREELAWNS

The Contractor shall replace those portions of treelawn as indicated under various bid items in the Detailed Specifications and its responsible for damage to all other lawns. He shall restore all grass areas by seeding and mulching. This work shall consist of cutting the existing turf to a neat edge, placing topsoil as needed and fertilizer at the rate of 20 pounds per 1,000 square feet raked into soil a minimum of 1 inch deep. Seed and mulch shall be placed in accordance with ODOT CMS Item 659 using the seed mixture for urban areas. The Contractor shall water the newly planted grass areas and provide watering as required until a good growth of grass acceptable to the Engineer is obtained.

38. CONVENIENCE TO THE PUBLIC

It is intended that the public be put to a minimum of inconvenience due to the construction work. The Contractor must gherefore complete the work as rapidly as possible, once it is begun. The Engineer will pay particular attention to the scheduling and prosectuion of the work.

39. TRACKING MUD UPON PUBLIC WAYS

It shall be the duty of the Contractor to supervise the handling of all traffic entering and leaving the property under construction to prevent mud or debris of any nature from being tracked onto the sidewalks and streets of the City.

40. PAYMENT

The Contractor is hereby notified that all of the costs generated by the conditions imposed by these "Supplemental General Conditions" except in cases where such costs are expressly provided for otherwise within the Contract Bid Proposal, shall be borne by the Contractor; and that cases where specified items covering such costs do not appear in the Contract Bid Proposal, such costs shall be included in the lump sum or unit prices bid for other items of work..

NON COLLUSION AFFIDAVIT

NOTE: This affidavit, properly executed and containing all required information must accompany your bid. IF YOU FAIL TO COMPLY YOUR BID MAY NOT BE CONSIDERED.

_____

_____

STATE OF OHIO)
) SS
CUYAHOGA COUNTY)

_____ being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of _____ at _____ in the City of _____ State of _____

Partnership only: That he is the duly authorized representative of a partnership doing business under the name of _____ at _____ in the City of _____ State of _____

Corporation only: That he is the duly authorized qualified and acting _____ of _____ a corporation organized and existing under the laws of the State of _____.

and that he, said partnership of said corporation, is filing herewith a proposal or bid to the City of Parma in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

_____

Affiant further says that he is represented by the following attorneys: _____

and is also represented by the following resident agents in the City of Parma: _____.

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

_____

_____

_____

Affiant further says that said partnership is represented by the following attorneys: _____

_____

and is also represented by the following resident agents in the City of Parma: _____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Directors:
Vice-President:
Secretary:
Treasurer:
Cleveland-Manager or Agent:
Attorneys:

and that the following officers are duly authorized to execute contracts on behalf of said corporation: _____

_____

_____

Affiant further says that the proposal or bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, inducted or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidder; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Parma or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, of divulged information or date relative thereto, or paid to or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance of aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business, and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the contract above referred to in the event the same is awarded to:

_____

(Name of individual, partnership or corporation)

Further affiant saith nought.

(Sign Here)_____

Sworn to before me and subscribed in my presence this ____ day of

_____, 20___.

_____

Notary Public

INFORMATION SHOWING QUALIFICATIONS OF BIDDER

The bidder shall furnish below information relative to the experience, facilities, and financial resources available for the proper fulfillment of a Contract should same be awarded.

Municipal Experience: At least five (5) years of demonstrated municipal Sidewalk and Curb contract performance.

**Attach and insert separate document listing the year in which the municipal contract was performed, the name of the municipality and the scope of the project.

Facilities: Plant and/or equipment available for immediate use on the proposed work.

**Attach and insert separate document listing facilities.

Financial Resources: Name and business address from whom information relative to financial resources may be obtained.

LISTING OF SUB CONTRACTORS

The undersigned offers the following information relative to the subcontractors he intends to use on this contract if such be awarded to him.

1. Description of work to be sublet _____

_____

_____

Name and Address of Subcontractor: _____

_____

2. Description of work to be sublet _____

_____

_____

Name and Address of Subcontractor: _____

_____

3. Description of work to be sublet _____

_____

_____

ame and Address of ubcontractor _____

_____

. Description of work to be ublet _____

_____

_____

me and Address of bcontractor _____

_____

gnature of Bidder:

Bidder: _____

By: _____

Title: _____

SERVICES AND LABOR

The Bidder shall list all products, materials, services and labor that will be supplied or manufactured by sources outside the State of Ohio by both the bidder and subcontractors.

Materials Manufactured or Supplied by Non-Ohio Companies:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Products Manufactured or Supplied by Non-Ohio Companies:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Services to be supplied by Non-Ohio Companies or Individuals:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

Labor to be supplied by Non-Ohio Companies or Individuals:

Bidder: _____

_____

_____

Subcontractors: _____

_____

_____

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
name of bidder

has executed a written Equal Employment Opportunity Affirmative Action Program in accordance with Titles VI and VII of the 1964 Civil Rights Act. Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the City of Parma, Cuyahoga County, Ohio.

If, _____ is found to have the lowest and best bid, we
name of bidder

understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, national origin or handicap.

_____, an authorized official of _____ is responsible for the implementation of this contractual obligation.

Official's signature _____

Date _____

This certification becomes part of the resultant contract.

A F F I D A V I T

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

(1) _____, being first duly sworn, deposes and says as follows:

1. He/She is the (2) _____ of (3) _____, which has a contract, with the City of Parma for (4) _____, which contract was competitively bid.

2. (3) _____ was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Cuyahoga County.

or

2. (3) _____ was charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property in Cuyahoga County in the amount of (5) $_____ for due and unpaid delinquent taxes and (6) $_____ for due and unpaid penalties and interest thereon.

3. (3) _____ understands and agrees that, as required by Section 5719.042 of the Ohio Revised Code, if this statement indicates that this contractor is charged with any delinquent personal property taxes, the City Auditor of the City of Parma will transmit a copy of this statement to the County Treasurer, and that a copy of this statement will also be incorporated into the contract, and no payment shall be made with respect to any contract unless this statement has been so incorporated as a part thereof.

_____

SWORN TO before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

Instructions

1. Insert name of person making statement.
2. Insert title (President, Secretary, etc.).
3. Insert name of Contractor.
4. Insert nature of contract or public improvement rendered.
5. Insert principal amount of delinquent personal property taxes, if any.
6. Insert penalties and interest owed for delinquent personal property taxes, if any.

CROSS OUT PARAGRAPH 2 WHICH DOES NOT APPLY.

CONTRACT

THIS AGREEMENT, made and entered into at Parma, Ohio this _____ day of _____, 20____ by and between the City of Parma, party of the first part, and _____, Contractor, party of the second part.

WITNESSETH: That the said party of the second part has agreed, and by these presents, does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at his own cost and expense, all of the necessary materials and equipment, tools, and labor in excavating for, in the City of Parma, in the manner specified, and in conformity with the following standard and special specifications, and in accordance with the standard and special plans therefore, on file in the office of the City Engineer.

CITY OF PARMA, OHIO:

By _____ Mayor

By _____ Service Director

CONTRACTOR:

_____ Company Name

_____ Address

_____

By _____ Signature

WITNESS:

_____

The legal form and correctness of the proposal, contract, and bond contained herein approved this _____ day of _____, 20___.

_____ Law Director, City of Parma

FISCAL CERTIFICATE

I hereby certify that the money required for this Contract is in the process of collections and is not appropriated for any other purpose.

Date: _____

_____ Auditor, City of Parma

INDEPENDENT CONTRACTOR INFORMATION

PURSUANT TO SECTION 3121.891 OF THE OHIO REVISED CODE, EMPLOYERS IN THE STATE OF OHIO ARE OBLIGATED TO REPORT TO THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES, ALL EMPLOYEES WHO RESIDE OR WORK IN THE STATE OF OHIO. OHIO REVISED CODE, SECTION 3121.89 DEFINES AN "EMPLOYEE" AS "AN INDIVIDUAL WHO IS EMPLOYED TO PROVIDE SERVICES FOR COMPENSATION TO AN EMPLOYER" AND INCLUDES AN INDIVIDUAL WHO PROVIDES SERVICES TO AN EMPLOYER UNDER A CONTRACT AS AN INDEPENDENT CONTRACTOR AND WHO IS AN INDIVIDUAL, THE SOLE SHAREHODLER OF A CORPORATION OR THE SOLE MEMBER OF A LIMITED LIABILITY CORPORAITON.

If you are an individual, the sole shareholder of a corporation, or the sole member of a limited liability corporation, please provide the following information:

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

-or-

EMPLOYER IDENTIFICATION NUMBER: _____

If this definition of an independent contractor does not apply to you, please indicate below and affix your signature.

☐ The definition of Independent Contract as stated in Ohio Revised Code Section 3121.89 does not apply to me.

_____

Signature

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | Signature of U.S. person ▶ | Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html.** You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated In writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted In any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: OH140002 08/01/2014 OH2

Superseded General Decision Number: OH20130002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	01/31/2014
3	02/14/2014
4	04/18/2014
5	04/25/2014
6	05/02/2014
7	05/09/2014
8	05/23/2014
9	05/30/2014
10	06/06/2014
11	06/13/2014
12	06/20/2014
13	06/27/2014
14	07/04/2014
15	07/18/2014
16	08/01/2014

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason	$ 28.29	16.80

BROH0001-001 07/01/2010

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

	Rates	Fringes
Bricklayer, Stonemason	$ 29.30	11.81

BROH0001-004 06/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.80	11.30

BROH0003-002 07/01/2011

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY

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

	Rates	Fringes
Bricklayer, Stonemason	$ 28.38	15.78

BROH0005-003 05/01/2013

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	$ 32.63	12.33
SANDBLASTERS	$ 32.88	12.33
SEWER BRICKLAYERS & STACK BUILDERS	$ 33.13	12.33
SEWER BRICKLAYERS; STACK BUILDERS; & SWING SCAFFOLDS	$ 30.91	11.78
SWING SCAFFOLDS	$ 33.38	12.33

BROH0006-005 05/01/2014

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

	Rates	Fringes
Bricklayer, Stonemason	$ 26.66	11.60

BROH0007-005 06/01/2013

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER	$ 28.61	14.44

BROH0007-010 06/01/2013

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE	$ 29.67	9.60

BROH0008-001 06/01/2013

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

MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER	$ 26.78	16.51

BROH0009-002 07/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 25.71	17.14
Refractory	$ 30.24	17.14

BROH0010-002 07/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 26.95	15.66

BROH0014-002 07/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 27.80	11.30

BROH0016-002 05/01/2013

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 31.31	13.79

BROH0018-002 06/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 27.80	11.30

BROH0022-004 06/01/2013

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,

Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 25.63	11.20

BROH0032-001 06/01/2011

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason	$ 30.72	12.23

BROH0035-002 07/01/2013

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 25.76	12.21

BROH0039-002 06/01/2013

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason	$ 30.69	16.01

BROH0040-003 06/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 27.56	17.35

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0044-002 06/01/2013

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne		

Townships) & PERRY
COUNTIES:.....$ 25.96 12.94

BROH0045-002 06/01/2013

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 29.55	12.69

BROH0046-002 06/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 28.59	16.36

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0052-001 06/01/2013

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 27.80	11.30

BROH0052-003 06/01/2013

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

	Rates	Fringes
Bricklayer, Stonemason	$ 27.21	14.87

BROH0055-003 06/01/2013

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 27.95	14.56

CARP0003-004 06/01/2013

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER	$ 25.51	13.93

CARP0069-003 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER	$ 25.44	12.80

CARP0069-006 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER	$ 23.65	12.18

CARP0171-002 06/01/2013

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER	$ 25.89	14.62

CARP0200-002 05/01/2014

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

	Rates	Fringes
CARPENTER	$ 28.22	13.50
Diver	$ 39.41	10.40
PILEDRIVERMAN	$ 28.22	13.50

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER	$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES	$ 23.71	13.28

CARP0254-002 06/01/2013

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER	$ 31.38	13.59

CARP0372-002 07/01/2008

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

	Rates	Fringes
CARPENTER	$ 23.18	13.28

CARP0639-003 06/01/2013

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER	$ 29.40	13.77

CARP0735-002 06/01/2013

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER	$ 24.76	12.42

CARP1311-001 05/01/2014

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

	Rates	Fringes
Carpenter & Piledrivermen	$ 27.39	14.33
Diver	$ 40.58	9.69

CARP1393-002 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender	$ 27.30	16.05

DIVERS - $250.00 per day

CARP1393-003 07/01/2008

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

	Rates	Fringes

Piledrivermen & Diver's Tender...$ 25.15 15.92

DIVERS - $250.00 per day

CARP1871-006 06/01/2013

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet	$ 47.07	13.92
Piledrivermen; Diver, Dry	$ 31.38	13.92

CARP1871-008 06/01/2013

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

	Rates	Fringes
Diver, Wet	$ 44.22	15.49
Piledrivermen; Diver, Dry	$ 29.48	15.49

CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet	$ 37.40	13.81
Piledrivermen; Diver, Dry	$ 24.93	13.81

CARP1871-015 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet	$ 36.53	12.96
Piledrivermen; Diver, Dry	$ 24.35	12.96

CARP1871-017 06/01/2013

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet	$ 39.44	14.16
Piledrivermen; Diver, Dry	$ 26.29	14.16

CARP2235-012 01/01/2010

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN	$ 29.95	12.25

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER	$ 23.71	13.28

ELEC0008-002 05/27/2013

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

	Rates	Fringes
CABLE SPLICER	$ 37.62	18.52
ELECTRICIAN	$ 35.83	18.52

ELEC0032-003 06/01/2014

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

	Rates	Fringes
ELECTRICIAN	$ 28.32	15.18

ELEC0032-004 06/01/1998

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

	Rates	Fringes
Line Construction		
Equipment Operator	$ 20.27	4.12+a
Groundman Truck Driver	$ 14.43	3.63+a
Lineman	$ 22.52	4.31+a

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

ELEC0038-002 04/28/2014

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work	$ 36.78	19.72

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

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

---

ELEC0038-008 04/28/2014

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician	$ 25.80	10.14+a+b
Installer Technician	$ 24.55	10.11+a+b

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

---

ELEC0064-003 11/25/2013

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

	Rates	Fringes
ELECTRICIAN	$ 31.02	12.91

ELEC0071-001 10/01/2013

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators	$ 30.15	11.33
Groundmen	$ 21.78	9.57
Linemen & Cable Splicers	$ 33.50	12.05

ELEC0071-004 10/01/2013

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,

MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 30.15	11.33
Groundman	$ 21.78	9.57
Lineman & Cable Splicers	$ 33.50	12.05

ELEC0071-005 10/01/2013

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects	$ 29.02	11.96
Municipal Power/Transit Projects	$ 34.33	13.24
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects	$ 22.57	10.42
Municipal Power/Transit Projects	$ 26.70	11.41
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects	$ 32.39	12.75
Municipal Power/Transit Projects	$ 40.15	14.63

ELEC0071-008 10/01/2013

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 30.15	11.33
Groundman	$ 21.78	9.57
Lineman & Cable Splicers	$ 33.50	12.05

ELEC0071-010 10/01/2013

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 30.15	11.33
Groundman	$ 21.78	9.57
Lineman & Cable Splicers	$ 33.50	12.05

ELEC0071-013 10/01/2013

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	$ 30.15	11.33
Groundman.....	$ 21.78	9.57
Lineman & Cable Splicers....	$ 33.50	12.05

ELEC0071-014 10/01/2013

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	$ 30.15	11.33
Groundman.....	$ 21.78	9.57
Lineman & Cable Splicers....	$ 33.50	12.05

ELEC0082-002 12/02/2013

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

	Rates	Fringes
ELECTRICIAN.....	$ 27.20	17.07

ELEC0082-006 07/01/2013

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	$ 9.14	4.91
Installer/Technician.....	$ 22.50	9.51

ELEC0129-003 03/01/2010

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

	Rates	Fringes
ELECTRICIAN.....	$ 31.00	13.80

ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,

Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN	$ 31.00	13.80

ELEC0141-003 09/01/2013

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER	$ 31.25	22.63
ELECTRICIAN	$ 31.00	22.63

ELEC0212-003 07/01/2013

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician	$ 22.50	9.51

ELEC0212-005 06/02/2014

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 26.74	16.45

ELEC0245-003 08/26/2013

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

	Rates	Fringes
Line Construction		
Cable Splicer	$ 39.72	24.77%+$5.00+a
Groundman/Truck Driver	$ 15.11	24.77%+$5.00+a
Heli-arc Welding	$ 34.84	24.77%+$5.00+a
Lineman	$ 24.54	24.77%+$5.00+a
Operator - Class 1	$ 27.63	24.77%+$5.00+a
Operator - Class 2	$ 24.18	24.77%+$5.00+a
Traffic Signal & Lighting Technician	$ 31.09	24.77%+$5.00+a

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

ELEC0245-004 08/26/2013

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer	$ 39.72	24.77%+$5.00+a
Groundman/Truck Driver	$ 15.11	24.77%+$5.00+a
Lineman	$ 34.54	24.77%+$5.00+a
Operator - Class 1	$ 27.63	24.77%+$5.00+a
Operator - Class 2	$ 24.18	24.77%+$5.00+a

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

ELEC0246-006 10/29/2012

	Rates	Fringes
ELECTRICIAN	$ 33.00	26.16

ELEC0306-005 05/26/2014

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

	Rates	Fringes
CABLE SPLICER	$ 36.22	5%+14.86
ELECTRICIAN	$ 34.04	5%+14.86

ELEC0317-002 05/29/2013

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER	$ 32.68	18.13
ELECTRICIAN	$ 32.22	20.84

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver	$ 14.65	8.18
Line Equipment Operator	$ 19.02	8.69
Lineman; & Cable Splicer	$ 21.86	9.01

ELEC0540-005 01/01/2014

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

	Rates	Fringes
ELECTRICIAN	$ 29.40	20.06

ELEC0573-003 12/02/2013

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

	Rates	Fringes
ELECTRICIAN	$ 30.26	16.01

ELEC0575-001 06/02/2014

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

	Rates	Fringes
ELECTRICIAN	$ 31.70	14.21

ELEC0648-001 09/03/2012

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

	Rates	Fringes
CABLE SPLICER	$ 28.83	15.04
ELECTRICIAN	$ 28.33	15.02

ELEC0673-004 05/26/2014

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

	Rates	Fringes

CABLE SPLICER	$ 33.29	17.11
ELECTRICIAN	$ 33.04	17.11

ELEC0683-002 05/27/2013

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

	Rates	Fringes
CABLE SPLICER	$ 31.20	15.09
ELECTRICIAN	$ 30.60	15.09

ELEC0688-003 06/02/2014

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

	Rates	Fringes
ELECTRICIAN	$ 26.75	15.31

* ELEC0972-002 06/01/2014

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

	Rates	Fringes
CABLE SPLICER	$ 32.49	21.33
ELECTRICIAN	$ 32.24	21.33

ELEC1105-001 05/27/2013

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

	Rates	Fringes
ELECTRICIAN	$ 28.13	14.56

ENGI0018-003 05/01/2014

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 33.93	13.90
GROUP 2	$ 33.83	13.90
GROUP 3	$ 32.79	13.90
GROUP 4	$ 31.57	13.90
GROUP 5	$ 26.28	13.90
GROUP 6	$ 34.18	13.90
GROUP 7	$ 34.43	13.90

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs.

Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus $4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2014

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 32.44	13.90
GROUP 2	$ 32.32	13.90
GROUP 3	$ 31.28	13.90
GROUP 4	$ 30.10	13.90

GROUP 5	$ 24.64	13.90
GROUP 6	$ 32.69	13.90
GROUP 7	$ 32.94	13.90

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine;

Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B	$ 37.55	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B	$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B	$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B	$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B	$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D	$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 2 - C & D.....$ 34.12 HAZARDOUS/TOXIC WASTE PROJECTS		17.51
GROUP 3 - C & D.....$ 30.70 HAZARDOUS/TOXIC WASTE PROJECTS		17.51
GROUP 4 - C & D.....$ 27.08 HAZARDOUS/TOXIC WASTE PROJECTS		17.51
GROUP 5 - C & D.....$ 23.97 ALL OTHER WORK		17.51
GROUP 1.....$ 31.29 ALL OTHER WORK		17.51
GROUP 2.....$ 31.02 ALL OTHER WORK		17.51
GROUP 3.....$ 27.91 ALL OTHER WORK		17.51
GROUP 4.....$ 24.62 ALL OTHER WORK		17.51
GROUP 5.....$ 21.79		17.51

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

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

for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2014

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

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural	$ 31.30	20.68

IRON0017-010 05/01/2014

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing	$ 31.30	20.68

IRON0044-002 06/01/2013

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

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 22.70	18.40
Ornamental; Structural	$ 25.00	18.40

IRON0055-003 07/01/2013

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 19.40	18.32
Flat Road Mesh	$ 20.75	18.00
Tunnels & Caissons Under Pressure	$ 28.50	18.00
All Other Work	$ 28.32	19.35

IRON0147-002 06/01/2013

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER

(Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER	$ 24.94	18.62

IRON0172-002 06/01/2014

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

	Rates	Fringes
IRONWORKER	$ 27.67	18.25

IRON0207-004 06/01/2013

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter	$ 29.06	19.36
Ornamental; Reinforcing; Structural	$ 28.06	19.36

IRON0290-002 06/01/2013

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

line) COUNTIES

	Rates	Fringes
IRONWORKER	$ 26.23	18.63

IRON0372-002 06/01/2013

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

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of Hamilton County Courthouse	$ 26.95	18.00
Up to & including 30-mile radius of Hamilton County Courthouse	$ 26.70	18.00

IRON0549-003 12/01/2012

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

	Rates	Fringes
IRONWORKER	$ 30.00	16.49

IRON0550-004 06/01/2014

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing	$ 25.82	18.09

IRON0769-004 12/01/2012

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

	Rates	Fringes
IRONWORKER	$ 32.54	20.18

IRON0787-003 06/01/2013

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER	$ 30.87	19.15

LABO0265-008 05/01/2014

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1	$ 28.15	9.80
GROUP 2	$ 28.32	9.80
GROUP 3	$ 28.65	9.80
GROUP 4	$ 29.10	9.80
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION	$ 30.76	9.80
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1	$ 29.38	9.80
GROUP 2	$ 29.55	9.80
GROUP 3	$ 29.88	9.80
GROUP 4	$ 30.33	9.80
REMAINING COUNTIES OF OHIO		
GROUP 1	$ 27.72	9.80
GROUP 2	$ 27.89	9.80
GROUP 3	$ 28.22	9.80
GROUP 4	$ 28.67	9.80

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man;

Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - $1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - $1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2014

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1	$ 27.57	12.69
GROUP 2	$ 27.97	12.69
GROUP 3	$ 28.27	12.69
GROUP 4	$ 29.27	12.69
COMMERCIAL REPAINT		
GROUP 1	$ 26.07	12.69
GROUP 2	$ 26.47	12.69
GROUP 3	$ 26.77	12.69

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2013

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

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1	$ 23.92	14.48
GROUP 2	$ 24.17	14.48
GROUP 3	$ 24.42	14.48
GROUP 4	$ 24.52	14.48
GROUP 5	$ 24.62	14.48
GROUP 6	$ 24.67	14.48
GROUP 7	$ 24.92	14.48
GROUP 8	$ 25.22	14.48
GROUP 9	$ 24.81	13.22

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2014

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1	$ 20.73	8.71
GROUP 2	$ 23.39	8.71
GROUP 3	$ 23.89	8.71
GROUP 4	$ 24.14	8.71
GROUP 5	$ 24.39	8.71

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

---

PAIN0012-010 05/01/2014

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder	$ 20.73	8.71
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects	$ 24.39	8.71
Brush & Roller	$ 23.39	8.71
Sandblasting & Hopper Tender; Water Blasting	$ 24.14	8.71
Spray	$ 23.89	8.71

PAIN0012-014 05/01/2014

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

	Rates	Fringes
PAINTER		
Bridges	$ 34.13	10.56
Brush; Roller	$ 24.65	10.56
Sandblasting; Steamcleaning;		

Waterblasting (3500 PSI or Over)& Hazardous Work	$ 25.35	10.56
Spray	$ 25.15	10.56
Stacks; Tanks; & Towers	$ 28.16	10.56
Structural Steel & Swing Stage	$ 24.95	10.56

PAIN0093-001 12/01/2013

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

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations	$ 29.74	15.10
Power Generating Facilities	$ 26.59	15.10

PAIN0249-002 05/01/2014

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller	$ 23.24	8.98
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes	$ 23.24	8.98
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement	$ 23.99	8.98
GROUP 4 - Steeplejack Work	$ 24.19	8.98
GROUP 5 - Coal Tar	$ 24.74	8.98
GROUP 6 - Bridge Equipment Tender & or Containment Builder	$ 26.48	8.98
GROUP 7 - Tanks, Stacks & Towers	$ 26.88	8.98
GROUP 8 - Bridge Blaster, Rigger	$ 32.85	8.98

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders	$ 27.93	7.25
Bridges; Blasters; andRiggers	$ 34.60	7.25
Brush and Roller	$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting;		

and Hazardous Work	$ 25.82	7.25
Spray	$ 21.40	7.25
Structural Steel and Swing Stage	$ 25.42	7.25
Tanks; Stacks; and Towers	$ 28.63	7.25

PAIN0438-002 12/01/2013

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations	$ 29.93	14.85
Power Generating Facilities	$ 26.78	14.85

PAIN0476-001 06/01/2014

COLUMBIANA, MAHONING, and TRUMBULL COUNITES

	Rates	Fringes
PAINTER		
GROUP 1	$ 24.92	10.73
GROUP 2	$ 26.92	10.73
GROUP 3	$ 25.13	10.73
GROUP 4	$ 25.42	10.73
GROUP 5	$ 25.57	10.73
GROUP 6	$ 25.82	10.73
GROUP 7	$ 26.92	10.73

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2014

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1	$ 29.26	13.67
GROUP 2	$ 30.58	13.67
GROUP 3	$ 31.91	13.67

GROUP 4.....$ 34.49 13.67

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting		
Steel; Structural Steel & Metalizing	$ 20.71	11.00
Brush & Roller	$ 20.00	11.00
Spray; Tank Interior & Exterior	$ 20.53	11.00

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

---

PAIN0788-002 06/01/2014

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

	Rates	Fringes

PAINTER		
Brush & Roller	$ 22.97	11.12
Structural Steel	$ 24.57	11.12

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2013

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

	Rates	Fringes
Painters:		
GROUP 1	$ 24.55	11.75
GROUP 2	$ 25.20	11.75
GROUP 3	$ 25.30	11.75
GROUP 4	$ 25.40	11.75
GROUP 5	$ 25.80	11.75
GROUP 6	$ 39.20	11.75
GROUP 7	$ 25.80	11.75

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

---

PAIN1020-002 04/01/2014

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

	Rates	Fringes
PAINTER		
Brush & Roller	$ 22.88	11.25
Drywall Finishing & Taping	$ 21.78	11.25
Lead Abatement	$ 24.63	11.25
Spray, Sandblasting Pressure Cleaning, & Refinery	$ 23.63	11.25
Swing Stage, Chair, Spiders, & Cherry Pickers	$ 23.63	11.25
Wallcoverings	$ 20.48	11.25

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

Applying Coal Tar Products - $1.00 premium

PLUM0042-002 07/01/2013

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 30.40	18.87

PLUM0050-002 09/01/2013

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 36.65	22.54

PLUM0055-003 05/01/2014

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

	Rates	Fringes
PLUMBER	$ 34.60	20.92

PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	$ 25.42	27.83

PLUM0094-002 05/01/2013

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 32.08	16.04

PLUM0120-002 05/01/2014

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

	Rates	Fringes
PIPEFITTER	$ 35.69	20.72

PLUM0162-002 06/01/2013

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 27.95	19.57

PLUM0168-002 06/01/2013

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 33.83	18.47

PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,

MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 34.08	20.06

PLUM0219-002 06/01/2013

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

	Rates	Fringes
Plumber and Steamfitter	$ 33.82	21.09

PLUM0392-002 06/01/2014

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 29.80	17.79

PLUM0396-001 06/01/2013

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 31.36	18.20

PLUM0495-002 06/01/2014

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 30.42	20.06

PLUM0577-002 06/01/2014

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 26.80	21.88

PLUM0776-002 07/01/2013

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 32.20	20.24

TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 23.38	13.18
GROUP 2	$ 23.80	13.18

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2014

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 26.15	14.85
GROUP 2	$ 26.65	14.85

GROUP 1: Straight & Dump, Straight Fuel

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

---

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

==========

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

==========

END OF GENERAL DECISION

SOLE PROPRIETOR DAVIS-BACON WAIVER

I, _____, as a representative of

_____,

am fully aware that any duties I perform as a sole proprietor on the _____

_____ job site DO NOT apply to the Davis-Bacon Prevailing Wage Act. These job site duties include any labor or mechanic work performed, the transporting of materials and supplies to or from the job site, and the job site manufacturing or furnishing of materials, articles, supplies, or equipment. It is also my understanding that any labor that I may hire for or during this job or project WILL BE subject to the provisions of the Davis Bacon Prevailing Wage Act.

_____ _____

Sole Proprietor Representative Date

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 619.861

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

U.S. Department of Labor
Employment Standards Administration

WH Publication 1321
Revised January 1986

U.S. GOVERNMENT PRINTING OFFICE: 1988-209-986

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

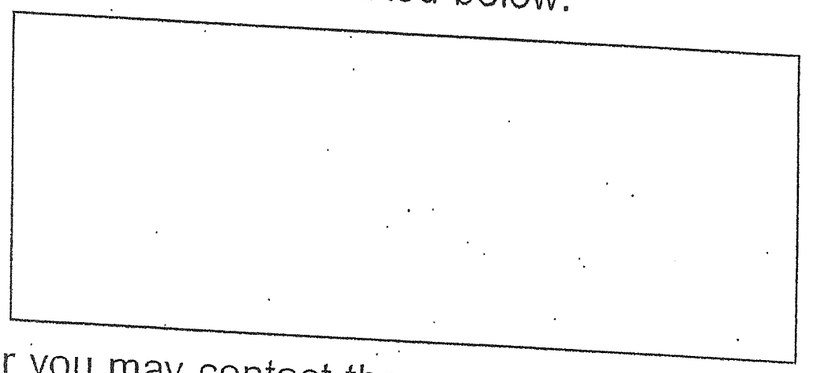
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

PPRENTICES

ROPER
AY

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

U.S. Department of Labor
Employment Standards Administration

ublication 1321
ed January 1986

GOVERNMENT PRINTING OFFICE: 1988-209-080

U.S. Department of Labor
Employment Standards
Administration
Wage and Hour Division

Streetscape Improvement Project
The City of Parma

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.01 TYPE OF CONTRACTS

A. Contract shall be a lump sum prime contract for all the work as described and listed.

1.02 DESCRIPTION OF WORK

A. The work shall be described by the entire set of Contract Documents, and shall be listed by street address and identified by the City with green and white spray paint.

B. Project Title:

Streetscape Improvement Program
The City of Parma

C. The work herein described proposes constructions as outlined in the contract documents. Work shall include all demolition, temporary structures, general trades work, site work and coordination work for the project.

D. General Description of Work and Materials: Identified deficient sections of public sidewalk to be replaced with concrete in a manner consistent with the City of Parma Building Code and general trade practices. All required removal of existing material, root cutting, regarding and grass seeding must be included in the bid cost. It is the contractor's responsibility to locate and coordinate existing site utilities and contact OUPS prior to construction. Contractor shall also be responsible for obtaining pre-pour and final inspection approval from the City of Parma Building Department. The Contractor shall also match the finish of any existing public sidewalk abutting replacement work.

E. Contract documents indicate the work of the contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are not indicated on the Contract Documents include, but are not necessarily limited to the following:

1. Existing site conditions and restrictions on use of the site.
2. Work performed prior to work under this Contract.

1.03 SUMMARY OF REFERENCES:

A. Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, Addenda to the Contract Documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to printed material referenced by any of these. It is also recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.

B. Reference Standards: Whenever reference is made to codes, standard specifications, industry standards, data published by regulatory agencies or industry accepted organizations, it shall be understood that such reference is made to latest edition (including addenda) published prior to date of Contract Documents, except as noted specifically otherwise by date in Contract Documents.

C. Manufacturer's Specifications: Products and execution methods specified by reference to published specifications of a manufacturer shall comply with requirements of latest edition published prior to the date of the Contract Documents except as noted specifically otherwise by date in the Contract Documents.

D. Codes and Regulations: Applicable state codes, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract and are hereby made a part of the Contract the same as though included in the Contract Documents.

1.04 PLACEMENT

A. Replacement shall occur within footprint of existing public sidewalk or path. Expansion or reduction of this footprint shall be done only upon approval of the City of Parma Building Inspector.

1.05 CONTRACTOR'S USE OF THE PREMISES

A. In general, the Contractor must keep all construction materials and equipment secured at all times. Other arrangements for storage, field offices, etc. may be made upon the approval of the owner.

B. The Contractor shall coordinate his/her use of the premises with the Owner, through his/her representative. The Contractor must provide a full-time superintendent throughout the life of his/her contract.

C. The Contractor shall confine his/her use of the premises to the public portion of the sidewalk and tree lawn. Use of area beyond those limits requires the permission of the Owner and/or adjoining property owners.

D. The Contractor shall protect and restore all areas disturbed by his/her work to a condition that is equal to the existing prior to construction. Contractors are encouraged to photo or video document the existing conditions prior to commencement of work.

1.06 ALTERATIONS AND COORDINATION

A. General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

1.07 MISCELLANEOUS PROVISIONS

A. None.

PART 2 – PRODUCTS

A.

PART 3 – EXECUTION

A. **REMOVE EXISTING CONCRETE, INSTALL 4" CONCRETE**

Under this item the Contractor shall furnish all labor, equipment and materials to remove existing 4" concrete in designated area and install four inch (4") thick concrete with 2" aggregate base.

Where needed, joints in walks shall be placed at five foot (5') intervals with expansion joints placed every 30 feet, each side of driveway and where new work meets existing concrete. All concrete walks shall have 2" granular cushion. The contractor shall dispose of all removed sidewalk from the site of work to a location approved by the City Engineer.

The Contractor shall saw a perpendicular joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the City of Parma for removal and replacement, he will be required to repair that portion at his/her expense to the satisfaction of the City of Parma. The Contractor shall be responsible for any damage and/or vandalism to the sidewalk during the construction period. Marked or damaged sidewalk shall be removed to the nearest dummy or expansion joint and replaced by the Contractor at the Contractor's expense.

The quantity to be paid for under this item shall be the actual number of square feet of concrete installed.

The quantity measured as above shall be paid for at the contract unit price as called for in the proposal, which price shall constitute full compensation for furnishing all labor, materials, tools and equipment, including excavation and backfill, removing, disposing and incidentals necessary to complete these items as specified, complete and accepted.

B. **REMOVE EXISTING CONCRETE, CONSTRUCT 6" OR 8" CONCRETE REINFORCED SIDEWALK, RESIDENTIAL APRON, COMMERCIAL APRON**

This item shall consist of installing six inch (6") thick concrete sidewalk and apron with two inch (2") aggregate base, reinforced with wire mesh where the sidewalk is in direct line with the driveway and apron. Install eight inch (8") thick concrete for commercial apron(s) and/or sidewalks.

Joints in walks shall be placed at five foot (5') intervals with expansion joints placed every 30 feet, each side of driveway and where new work meets existing concrete. All concrete walks shall have 2" granular cushion. The contractor shall dispose of all removed sidewalk from the site of work to a location approved by the City Engineer.

The Contractor shall saw a perpendicular joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk/apron outside the limits designated by the City of Parma for removal and replacement, he will be required to repair that portion at his/her expense to the satisfaction of the City of Parma. The Contractor shall be responsible for any damage and/or vandalism to the sidewalk during the construction period. Marked or damaged sidewalk shall be removed to the nearest dummy or expansion joint and replaced by the Contractor at the Contractor's expense.

The quantity to be paid for under this item shall be the actual number of square feet of concrete installed.

The quantity measured as above shall be paid for at the contract unit price as called for in the proposal, which price shall constitute full compensation for furnishing all labor, materials, tools and equipment, including excavation and backfill, removing, disposing and incidentals necessary to complete these items as specified, complete and accepted.

C. **REMOVAL/CUTTING OF INTRUSIVE TREE ROOTS**

This work shall consist of the cutting, removal and disposal of existing tree roots that is necessary to complete the work. Known areas that obviously have tree roots have been identified on the location listing whereby to the City's knowledge, the removal/cutting of tree roots will not adversely impact the health of a public or private tree. At any time, upon detection of unknown roots or the determination that cutting/removal of roots ***may*** destabilize or impact the health of a tree, the Contractor shall inform the City immediately prior to continued work.

The payment for this work shall be included with Bids of Parts A & B.

D. HANDICAP RAMPS

Under this item the Contractor shall furnish all labor, equipment and materials to construct handicap ramps in accordance with ODOT Item 608 as shown under Item CC. The quantity to be paid for under this item shall be the actual number of curb ramps installed. The quantity measured as above shall be paid for at the contract unit price as called for in the proposal, which price shall constitute full compensation for furnishing all labor, materials, tools and equipment, including excavation and backfill, removing, disposing, and incidentals necessary to complete these items as specified, complete and accepted.

E. STAMPED AND COLORED CONCRETE

The work in this section includes preparation work, placing, stamping and coloring concrete in a 2' width behind street curbing in documented locations. The Contractor shall coordinate items of other trades to be furnished and set in place. Any cutting or patching made necessary to comply will be at the Contractor's expense. Only commercially pure mineral pigments or an approved equal shall be used to produce the desired color. Color shall be brick red, or an approved equal. Contractor is responsible to install a 2" gravel base per ODOT specification item 304. Concrete, dowels, welded steel fabric, joint seal and expansion joint material shall meet the requirements of the City of Parma Building and Engineering Department.

F. CONCRETE CURB REPLACEMENT

This item shall consist of replacement of deteriorating curbing at locations designated by the City of Parma with ODOT Type 2 or Type 6 curbing. Subbase is ODOT 304, limestone only. Concrete is ODOT Class C. Curing materials and joint sealer shall be per ODOT 705.04. The Contractor shall saw cut along the existing face of curb if the curbing is integral with the pavement. Placement of the new curb shall conform to ODOT 609. Incidental to this item of work shall be the installation of ½" deformed tie bars or hook bolts to secure the sections of new curb to the adjacent concrete curbs. Gaps between the new curb and the pavement shall be filled with concrete and finished flush to the pavement surface. Curbs replaced in front of existing drive aprons may require the apron to be saw cut behind the curb. The Contractor shall include a minimum of two feet of apron removal and replacement in the cost of this item for 246 lf of the curb. Payment for this item shall be made at the unit price bid for each linear foot of curb removed and replaced, in kind, complete and accepted.

G. BACKFILLING AND SEEDING

After removing the forms, and within three (3) working days, the Contractor shall backfill to match the sidewalk and exiting adjustment grades with topsoil. The topsoil shall be fine graded and seeded with ODOT Class I lawn mixture.

H. TREE PLANTING

Contractor shall purchase and install 2" to 2 1/2" diameter Little Leaf Linden tree following planting instructions of nursery and stake and strap newly planted tree to secure for growth.

I. TREE BOX REPLACEMENT

This item consists of the removal of all designated railroad ties currently being utilized as planter boxes around existing trees along Ridge Road between Pearl Road and Charles Avenue. Contractor shall remove and dispose of existing ties and replace with a free formed concrete box curb with a rolled edge to fit existing space.

J. BARRICADES

All areas where sidewalks have been removed shall be properly protected by barricades until the concrete has been poured, cured and backfilled.

END OF SECTION 01010

SP-1

	A	B	C	D	E	F	G	H	I	J
1	**Bldg. #**	**Street Name**	**4" Walk**	**8" Apron**	**8" Walk**	**Brick**	**Curb**	**Ramp**	**Exc/Seed**	**Tree**
2	5883	Broadview - Auts Tipse Treats	140	810	108	129	74	1	672	0
3	5899	Broadview - Jewel House	94	1600	72	57	118	0	370	0
4	5869	Broadview - Verso Plaza	480	761	500	174	133	1	762	3
5	8383	Brookpark - Gillingham Ford	0	1909	0	885	117	0	0	10
6	5444	Pearl - 650-GOLD - Theota side	897	0	0	0	146	0	1022	3
7										
8			1611	5080	680	1245	588	2	2826	16
9		Contingency	150	300		100	50			
10		**TOTALS**	**1,761**	**5,380**	**680**	**1,345**	**638**	**2**	**2,826**	**16**

SP. CC

Ohio Department of Transportation

Inter-Office Communication

Office of Roadway Engineering Services

Date: June 7, 2002

To: Cash Misel, Assistant Director of Planning and Production
Mary Ellen Kimberlin, Assistant Director of Highway Management
All District Deputy Directors
All District Planning Administrators
All District Production Administrators
Linda Baliff
Gary Angles
Tony Vogel
Bill Ujvari
Andy Blalock, FHWA
Mark VonderEmbse, FHWA

From: Larry Sutherland, Deputy Director, Office of Roadway Engineering Services

Subject: Detectable Warnings on Curb Ramps

FHWA's Division office has informed ODOT that the Americans with Disabilities Act (ADA) requirement for detectable warnings on curb ramps is now in effect after being suspended for almost a decade. Detectable warnings allow blind or visually impaired persons to detect the end of the ramp before they inadvertently enter traffic. Please note the requirements applies to all public sidewalks and streets, regardless of funding source.

In a memo dated May 6, 2002 FHWA's HQ attempted to clarify the issue of domes as they apply to the Americans with Disabilities Act of 1990. The memo states that since July 26, 2001 detectable warnings are required for use at curb ramps. Truncated domes are the only acceptable detectable warning at this time.

ODOT has modified its standards to comply with current detectable warning requirements. FHWA recommends ODOT investigate where curb ramps have been installed since July 26, 2001 without detectable warnings and consider an appropriate means to address these deficiencies. Projects which are currently being reviewed at Stage 3, or have already completed Stage 3 reviews, probably do not have detectable warning on their curb ramps. All plans with curb ramps should be modified to include detectable warnings, effective immediately.

On the Office of Roadway Engineering web site (http://www.dot.state.oh.us/roadwayengineering) is a summary of Detectable Warnings for identifying the history, specification, application, types and products. Portions of this summary will be included in the Location and Design Manual, Volume 1, Section 306.

Given the various methods for providing truncated domes, ODOT has chosen to use brick or concrete dimensional pavers as our standard treatment. These are extremely durable systems and perform better in Ohio's weather and under vehicular loading than other systems. See Curb Ramp PIS for details.

NOTES

SURFACE TEXTURE: Texture of concrete surfaces shall be obtained by coarse brooming transverse to the ramp slopes and shall be rougher than adjacent walk.

TRUNCATED DOMES: Install detectable warnings (truncated domes) for a distance of 24" [610] from the back of the curb for the entire width of the ramp opening as shown on details on Sheet 1.

Pavers will meet ASTM C 902 Class SX, Type I, or C 936, or C 1272 Type R.

Acceptable manufacturers and products are:

1) Whitacre-Greer Fireproofing Company,
1400 S. Wahoning Ave, Alliance, OH, 44601, (800) WG PAVER
ADA Paver, 4"x8"x2-1/4", Clear Red (Rustic) #30.

2) Hanover Architectural Products,
240 Bender Rd., Hanover, PA. 17331, (717) 637-0500
Detectable Warning Paver, 12"x12"x2", or 24"x24"x2",
Red or Quarry Red.

3) Endicott Clay Products,
PO Box 17, Fairbury, NE, 68352, (402) 729-5804
Handicap Detectable Warning Paver,
4"x8"x2-1/4", Red Blend.

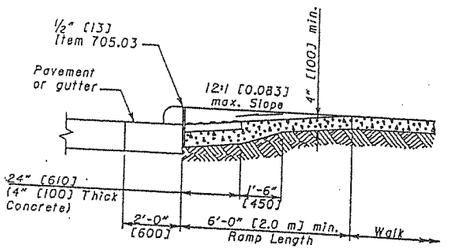
Pavers will laid on top of a 4" [100] unreinforced concrete base. Setting bed and joints to be mortared in accordance with manufacturer's instruction, or with a maximum ½" [13] thick bed of latex modified cement mortar. Mortar joints to a width not greater than 5/32" [4] and not less than 1/16" [1.5]. Pavers shall not be directly touching each other unless they have spacing bars.

Mortared joints are to be flush with top surface and struck so as to give a smooth surface. Pavers shall be laid such that joints are level with adjoining joints so as to provide a smooth transition from brick to brick and brick to concrete surface.

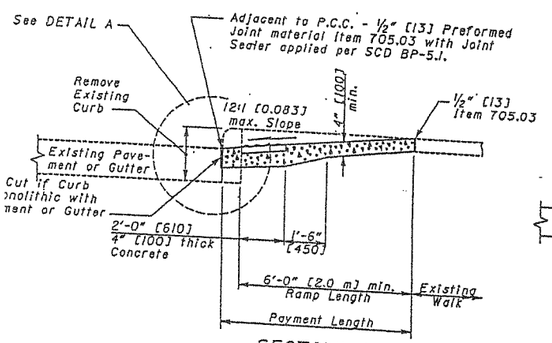
The surface of any two adjacent units should not differ by more than 1/8" [3] in height. Bricks shall be placed in a running bond pattern. Face of all brick shall be clean of cement and protected so as to avoid chipping during constructionn.

EXPANSION JOINTS: shall be provided in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. A ½" [13] Item 705.03 expansion joint filler shall be provided around the edge of ramps built in existing concrete walk. Lines shown on this drawing indicate the ramp edge and slope changes and are not necessarily joint lines.

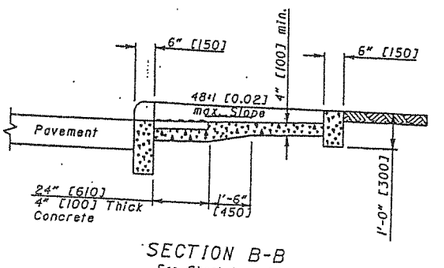
PAYMENT: Walk and curb, Items 508 and 609, shall be measured through the curb ramp area paid for under their respective Items. Item 608 - Curb Ramp, As Per Plan, Each constructed in new curb and walk shall include the cost of any additional materials and installation (including truncated domes), grading, forming and finishing. Item 608 - Curb Ramp, As Per Plan, Square Foot (Meter), constructed in existing curb and walk shall include the cost of furnishing and installing all materials (including truncated domes), grading, forming, and finishing of the curb and walk of the curb ramp. Removal of existing curb and walk shall be paid for under Item 202.



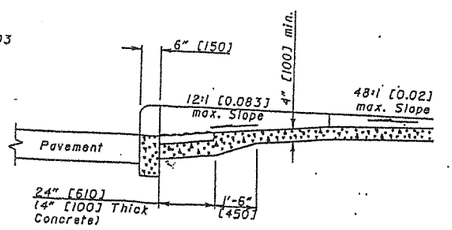
SECTION A-A
NORMAL DETAIL
See Sheet 1 of 3.
(Gutter shown)



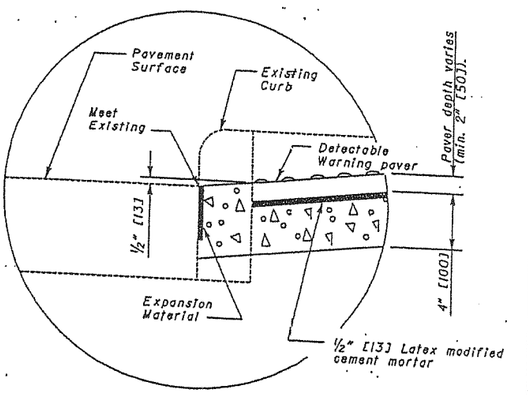
SECTION A-A
EXISTING WALK DETAIL
See Sheet 1 of 3.



SECTION B-B
See Sheet 1 of 3.



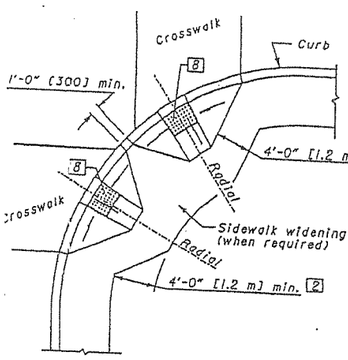
SECTION C-C
See Sheet 1 of 3.



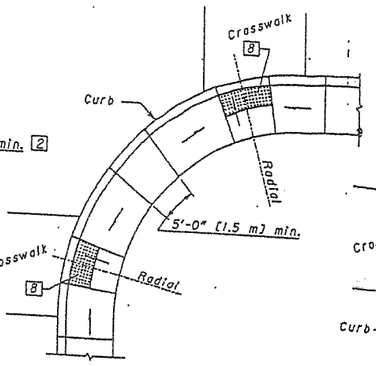
DETAIL A

CURB RAMPS WITH TRUNCATED DOMES | 7-12-02

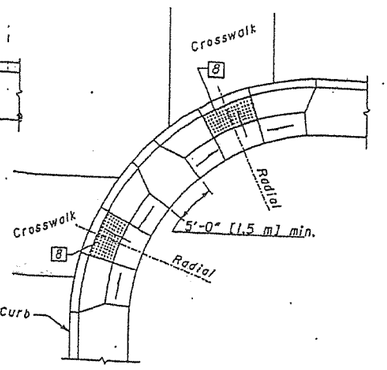
B-CC



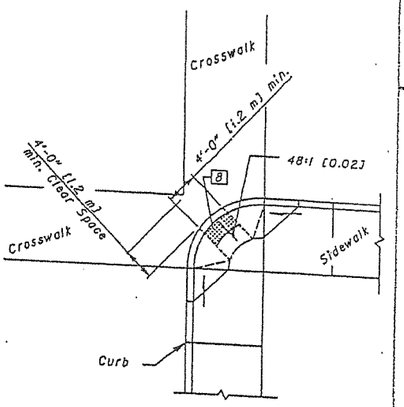
DESIGN A
PERPENDICULAR RAMP



DESIGN B
PARALLEL RAMP



DESIGN C
COMBINATION RAMP



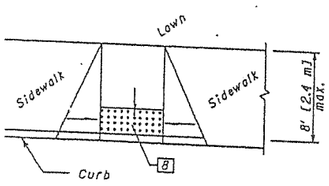
DESIGN D
DIAGONAL RAMP

CORNER CURB RAMP DESIGNS

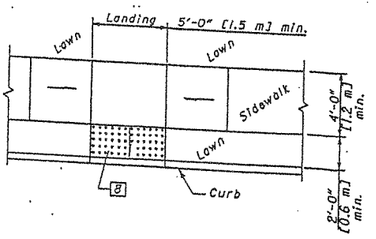
(See Curb Ramp Details on Sht. 1/3 for additional requirements.)

Use in existing walks only and when site constraints prohibit other designs. The diagonal ramp may be perpendicular, parallel or combination.
Avoid using where curb radii are less than 20'-0" [6.0 m].

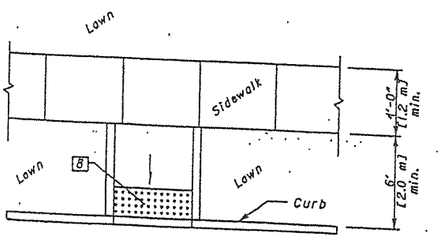
For LEGEND, See sheet 1.



DESIGN E
PERPENDICULAR RAMP



DESIGN F
PARALLEL RAMP



DESIGN G
PERPENDICULAR RAMPS
w/o FLARES

MID BLOCK CURB RAMP DESIGNS

(See Curb Ramp Details on Sht. 1/3 for additional requirements.)

CURB RAMPS WITH TRUNCATED DOMES | 7-12-02

SP-CC

SP-CC. 1

DETAILED SPECIFICATIONS

General Description

Except as otherwise specifically provided for herein, the work shall be done in complete accordance with State, County, Federal, etc., Specifications (currently in force), and as set forth herein. Letters and numerals used in said Specifications to identify materials and types of construction will be used to identify materials and types of construction to be used on the work herein provided for and shall, by reference thereto, include ALL provisions under similar headings of said Specifications.

Scope of Work

The work contemplated under this Contract comprises the following:

- Catchbasin casting adjustments including pavement and curb repairs of the existing box-out, concrete slab repairs, and curb repairs as marked.

- Curb removal and replacement as marked.

The work contemplated lies principally within the dedicated right-of-way of the named streets and the Contractor is advised that he must conform to all City of Parma regulations and coordinate his activities with the City's Engineer, Police, Fire and Service Departments requirements to minimize inconvenience to the public. The Contractor shall make his own arrangements for storage of materials and equipment outside of the right-of-way of public streets.

State Construction and Material Specifications

The State of Ohio, Department of Transportation, Construction and Material Specifications including General Clauses and Covenants, thereof, dated January 1, 2005, all or any part thereof, hereinafter, referred to as the "Standard Specifications" together with these Provisions and Specifications constitute terms of the Contract for the furnishing and application of the specified materials. Where a material is specified, the specifications shall be those in the latest issue of said Construction and Material Specifications containing the specification.

Whenever, in the Standard Specifications, "the State", "Director of Highways", "Department", or "Engineer", is used or any other term designated a representative or employee of the State or its Department of Transportation, such terms shall for the purpose of this Contract be considered and taken as meaning the corresponding officials of the City.

The ODOT Construction and Material Specifications shall govern the performance of the following items, except with respect to the basis of payment, which shall be as shown herein and as further modified herein:

CONCRETE CURB REPAIR – ITEM 2

Description

This item shall consist of replacement of deteriated curbing at locations designated by the Engineer or his designate with ODOT Type 2 or Type 6 curbing.

Materials

Subbase – ODOT 304,limestone only
Concrete – ODOT Class C
Curing Materials – ODOT 705.04
Joint Sealer – ODOT 705.04

Performance

The contractor shall saw cut along the existing face of curb it the curbing is integral with the pavement. Placement of the new curb shall conform to ODOT 609.

Incidental to this item of work shall be the installation of ½" deformed tie bars or hook bolts to secure the sections of new curb to the adjacent concrete curbs. Gaps between the new curb and the pavement shall be filled with concrete and finished flush to the pavement surface.

Curbs replaced in front of existing drive aprons may require the apron to be saw cut behind the curb. The contractor shall include a minimum of two feet of apron removal and replacement in the cost of this item for 2500 lf of the curb.

The contractor shall repair all grass areas disturbed under this item.

Measurement and Payment

Payment for this item shall be made at the unit price bid for each linear foot of curb removed and replaced, in kind, complete, and accepted.

SUBBASE REMOVAL AND REPLACEMENT – ITEM 3

Description

This item shall consist of replacement of existing subbase/subgrade in areas that are determined by the Engineer to be unsuitable during the performance of item 1.

Materials

Subbase – ODOT 304, limestone only

Description

The subbase/subgrade shall be removed to a depth of 6" per ODOT 203. The subbase material shall be placed and compacted per ODOT 304.

Measurement and Payment

The quantity of subbase shall be the number of cubic yards of material as placed as determined by field measurements.

The accepted quantities shall be paid for at the unit price bid, which price and payment shall be full compensation for all excavation, disposal of existing material, and placement of the subbase.

CATCH BASIN CASTING ADUSTED TO GRADE – ITEM 4

Description

The item shall consist of adjusting the existing catch basin castings to grade at the locations shown in the bid tabs.

Material

Clay brick
Precast concrete rings

Performance

Castings shall be adjusted by adjusting the height of the supporting walls by means of brick and mortar or precast concrete rings as necessary to reset the existing frame in a bed of mortar or concrete. Adjustment courses shall be parged with mortar on both the inside and outside of the structure.

This item includes cleaning of all existing debris from inside the structure.

The contractor shall exercise care when removing castings such that they are not damaged. Castings damaged as a result of the Contractor's operations shall be replaced at no additional cost to the City.

The pavement removal and replacement of the catch basin box-out shall be performed under Item 1 – Pavement Repair

Measurement and Payment

Payment for this work shall be made at the unit price bid for each casting adjusted to grade, which price shall constitute full compensation for furnishing, handling, mixing and placing all materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

CATCH BASIN REMOVED AND REPLACED – ITEM 5

Description

This item shall consist of removing existing catch basin and installing CB-3C catch basin, as directed by the Engineer.

Materials

Precast basins per ODOT 604.02
Casting – East Jordan 7035 with T-4 bach and M6 grate or equal

Performance

Remove existing catch basins per ODOT 202. Backfill excavation with ODOT 304 limestone, compacted in 12" lifts.

Catch basins shall be installed per the details provided. Reconnect pipe under this item of work. Pipe for reconnection shall be included in this item. Provide knockouts for reconnection of the underdrain pipes.

Measurement and Payment.

The quantity of catch basins paid for shall be the actual number of each type removed and replaced as measured by the Engineer.

The accepted quantities shall be paid for at the unit price bid, which price and payment shall be full compensation for all excavation, removal and disposal of existing materials, furnishing and installing catch basins, and restoral.

CLEAN-UP AND SEEDING

As the work progresses, the Contractor shall keep the site reasonably free of debris, discarded materials and equipment. He shall maintain streets in a safe and convenient condition for travel as well as providing vehicular access to the abutting properties. Upon completion of the work, the Contractor shall remove all surplus excavated materials, tools, equipment, and temporary buildings from the site and restore all pipes, sidewalks, retaining walls, guardrails, mailboxes and other items affected by the construction operations.

The Contractor shall restore to original grade and seed all lawn and grass areas disturbed by construction to the satisfaction of the Engineer and the City of Parma.

The soil shall be prepared as detailed in Item *659* Seeding and Mulching of the Construction and Material Specifications including a 2" bed of topsoil, and commercial fertilizer of 10-6-4 formula applied evenly to the surface at a rate of 10 pounds per 1,000 square feet and worked into the top 2" of topsoil.

Before sowing grass seed, the ground must be reasonably smooth, friable and of even texture. Seed shall not be sown when the soil is muddy, baked hard, or when the wind is blowing so strongly as to prevent even distribution.

Seed shall be of the following mixture and shall be sown at a rate of 4 pounds per 1,000 square feet.

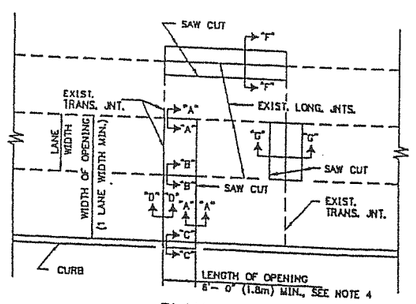
Residential and Urban Areas

40% Kentucky Bluegrass
30% Creeping Red Fescue
30% Manhattan, Pennfine Ryegrass

All Other Areas

30% Kentucky Bluegrass
40% Kentucky 31 Fescue
30% Perennial Ryegrass

Seed shall be evenly sown, lightly raked into the top 1/4 inch of soil, and rolled lightly with a lawn roller. If the weather is dry, the Contractor shall sprinkle the seeded areas until an even, dense growth of grass cover over the seeded area is established. The cost of such work shall be included in other items of work.



PLAN
PAVEMENT & JOINT REPAIRS

SECTION A-A: THIS JOINT, WHEN CONSTRUCTED/RECONSTRUCTED LONGITUDINALLY, SHALL BE A "TYPE D JOINT" PER O.D.O.T. BP-2.1. THE DEFORMED BARS SHALL BE SPACED AT UNIFORM 24" (610mm) TO 30" (760mm) CENTERS ALONG LONGITUDINAL JOINTS AND BEGIN OR END 12" (300mm) TO 15" (380mm) FROM TRANSVERSE JOINTS.
WHEN CONSTRUCTED TRANSVERSELY, THIS JOINT SHALL BE A "SECTION-TYPE T" JOINT AS DETAILED ON THIS SHEET. THE DEFORMED BARS SHALL BE SPACED AT 12" (300mm) CENTERS ALONG TRANSVERSE JOINTS EXCEPT THAT A 12" (300mm) TO 18" (460mm) SPACE SHALL BE PROVIDED ADJACENT TO A TIED LONGITUDINAL JOINT AND A 12" (300mm) SPACE SHALL BE PROVIDED ADJACENT TO AN UNTIED LONGITUDINAL JOINT OR THE EDGE OF PAVEMENT.

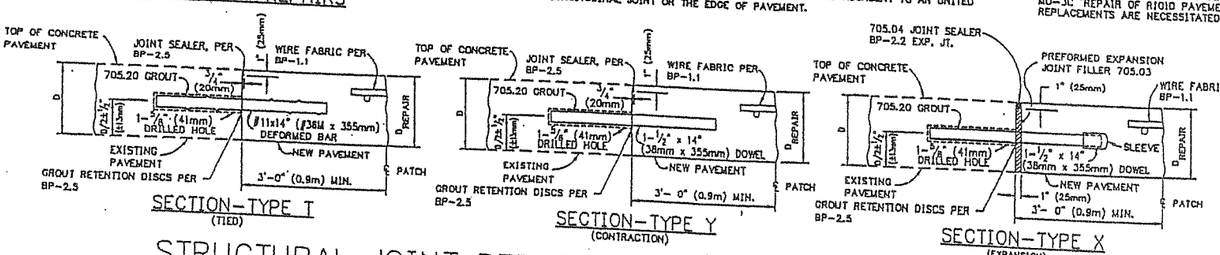
SECTION B-B: THIS JOINT SHALL BE CONSTRUCTED AS A STANDARD LONGITUDINAL JOINT IN ACCORDANCE WITH O.D.O.T. BP-2.1.

SECTION C-C: SEE CUYAHOGA COUNTY CONSTRUCTION DRAWING MD-1C "INTEGRAL CONCRETE CURB REPLACEMENT DETAIL, METHOD B."

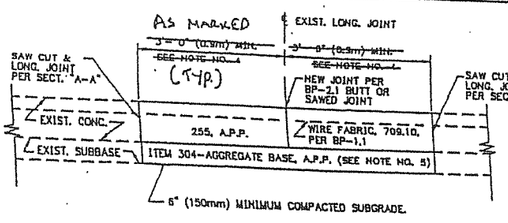
SECTION D-D: EXISTING CONTRACTION OR HINGE JOINTS SHALL BE RECONSTRUCTED AS A "SECTION-TYPE Y" JOINT. EXPANSION JOINTS SHALL BE RECONSTRUCTED AS A "SECTION-TYPE X" JOINT. BOTH ARE DETAILED ON THIS DRAWING. DOWELS SHALL BE INSTALLED AT 12" (300mm) CENTERS EXCEPT THAT A 12" (300mm) TO 18" (460mm) SPACE SHALL BE PROVIDED ADJACENT TO A TIED LONGITUDINAL JOINT AND A 12" (300mm) SPACE SHALL BE PROVIDED ADJACENT TO AN UNTIED LONGITUDINAL JOINT OR THE EDGE OF PAVEMENT.

NOTES

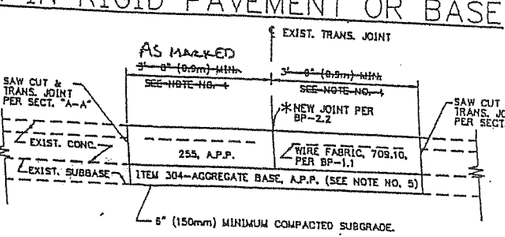
1. FOR ADDITIONAL RIGID REPLACEMENT DETAILS, SEE O.D.O.T. S.C.O. BP-2.5. WHERE THE INFORMATION ON THIS DRAWING CONFLICTS WITH BP-2.5, THIS DRAWING SHALL GOVERN.
2. THIS DRAWING IS USED IN CONJUNCTION WITH O.D.O.T. STANDARD CONSTRUCTION DRAWINGS BP-1.1, BP-2.1, BP-2.2 AND BP-2.5; AND THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING MD-1C.
3. ALL WORK SHALL CONFORM TO "ITEM 255-FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS C AND/OR MR AS PER PLAN." (SEE PLAN NOTE AND ALL THE DETAILS, NOTES, SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS REFERENCED THEREIN.)
4. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, REMOVE ENTIRE SLAB WHEN LESS THAN TWENTY- FIVE (25) PERCENT SALVAGEABLE.
5. WHERE THE THICKNESS OF THE "ITEM 304-AGGREGATE BASE, AS PER PLAN" SUBBASE REPLACEMENT MATERIAL IS LESS THAN THREE (3) INCHES (75mm), USE SCREENINGS GRADED IN ACCORDANCE WITH 703.10 EXCEPT THAT THE MINIMUM PERCENT PASSING THE No. 100 (150 MICROMETER) SIEVE SHALL BE FIVE (5) PERCENT.
6. SEE THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING MD-3C "REPAIR OF RIGID PAVEMENT OPENINGS" WHEN PAVEMENT REPLACEMENTS ARE NECESSITATED BY TRENCH OPENINGS.



STRUCTURAL JOINT REPAIR IN RIGID PAVEMENT OR BASE



SECTION "F-F"
LONGITUDINAL JOINT REPAIR
LENGTH AS DESIGNATED BY THE ENGINEER, WHEN 5'-0" (1.5m) OR LESS TO THE NEAREST TRANSVERSE JOINT, REPLACE TO JOINT.



SECTION "G-G"
TRANSVERSE JOINT REPAIR
(FULL LANE WIDTH)

TRANSVERSE JOINT LEGEN

(C) - PER BP-2.2 CONTRACTION JOINT
(E) - PER BP-2.2 EXPANSION JOINT
(H) - EXISTING HINGE (WARPING) JOINT
* REPLACE (C) OR (E) IN KIND. REPLACE (H) WITH (C).

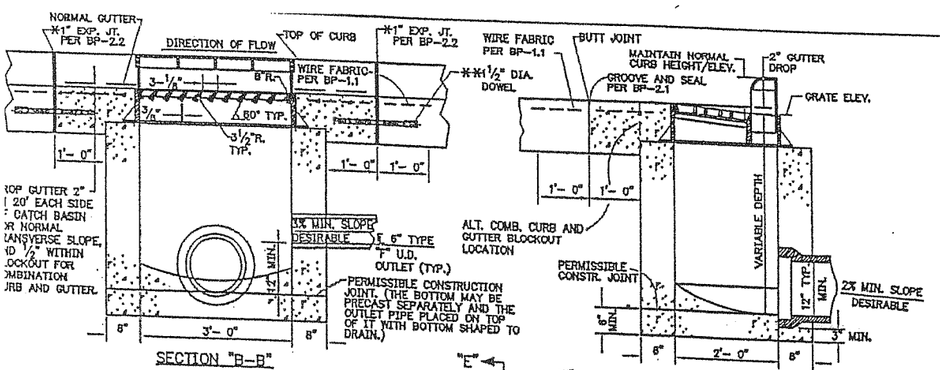
CUYAHOGA COUNTY ENGINE

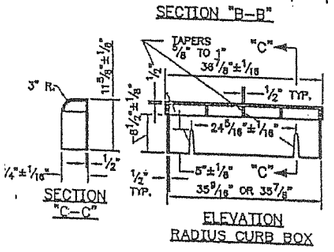
STRUCTURAL RIGID PAVEMENT & JOINT REPAIRS

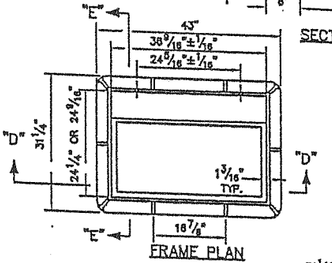
CONSTRUCTION DRAWING BP-2.5C

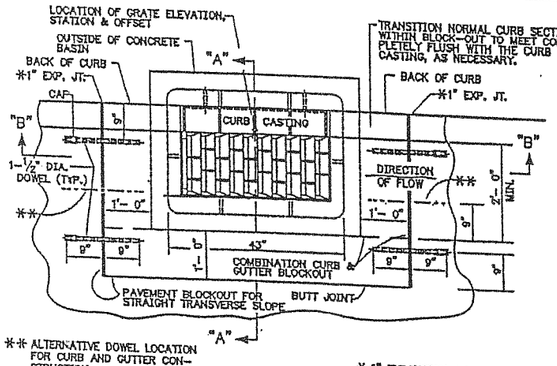
DA

EX-6





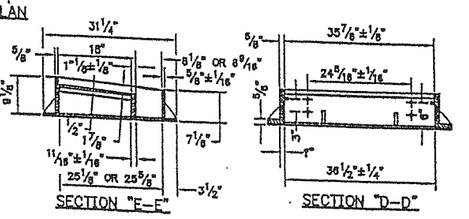


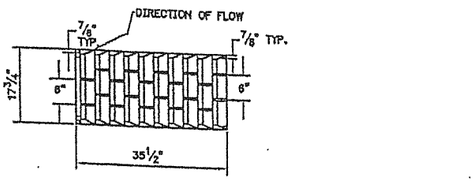


** ALTERNATIVE DOWEL LOCATION FOR CURB AND GUTTER CONSTRUCTION

PLAN OF CATCH BASIN AND PAVEMENT JOINTS

*1" EXPANSION JOINT MATERIAL 705.03 AND SEAL PER O.D.O.T. STANDARD CONSTRUCTION DRAWING BP-2.2.





GRATE PLAN

NOTES

CASTINGS SHALL MINIMALLY MEET THE REQUIREMENTS OF 604-711.12, A.S.T.M. A 48, CLASS 35B GRAY IRON.

MINIMUM WEIGHTS:

3C FRAME	=	300	LBS. ± 5%
3C GRATE	=	135	LBS. ± 5%
3C CURB CASTING	=	100	LBS. ± 5%

SUBJECT TO THE ABOVE, THE FOLLOWING OR APPROVED EQUAL CASTINGS ARE ACCEPTED:

NEENAH No. R-3246-CL OR EAST JORDAN No. 7035 WITH TYPE M6 GRATE AND TYPE T6 CURB CASTING.

THE FOLLOWING TEXT SHALL BE CAST INTO THE TOP OF THE CURB CASTING: "DUMP NO WASTE" AND "DRAINS TO WATERWAY"

TEXT SHALL BE PRINTED IN BOLD, CAPITAL LETTERS WITH A MINIMUM HEIGHT OF 3/4". "WATERWAY" MAY BE SUBSTITUTED WITH "STREAM", "RIVER", "LAKE", ETC. ACTUAL PLACEMENT AND LOGO MAY VARY PER MANUFACTURER.

BEARING AREAS OF FRAME AND GRATE SHALL BE SO FITTED AND FINISHED AS TO PROVIDE A FIRM AND EVEN SEAT FOR ALL PORTIONS OF THE GRATE IN THE FRAME. NO PROJECTIONS SHALL EXIST ON BEARING AREAS OF EITHER CASTING AND THE GRATE SHALL SEAT IN ITS FRAME WITHOUT ROCKING. EACH FRAME AND GRATE SHALL BE FITTED, MATCHED AND MARKED BEFORE DELIVERY TO THE PROJECT.

DOWELS: FOUR (4) 1 1/2" x 18" DOWELS ARE REQUIRED FOR CONCRETE PAVEMENT OR GUTTER BLOCKOUT. SEE BP-2.2 FOR DOWEL DETAILS.

BRICK, CONCRETE BLOCK OR CAST-IN-PLACE CONCRETE SIDE WALLS, WHEN USED IN LIEU OF PRECAST CONCRETE, SHALL BE EIGHT (8) INCHES NOMINAL THICKNESS.

PRECAST CONSTRUCTION IS PERMITTED, (EXCEPT FOR THE BLOCK-OUT PAVEMENT) AND CONCRETE SHALL MEET THE REQUIREMENTS OF 706.13. PRECAST WALLS SHALL HAVE A MINIMUM THICKNESS OF SIX (6) INCHES AND REINFORCING SHALL BE SUFFICIENT TO PERMIT SHIPPING AND PLACEMENT WITHOUT DAMAGE. THE WALL THICKNESS REDUCTION SHALL BE FROM THE OUTSIDE.

OPENINGS: PIPE OPENINGS SHALL BE THE O.D. OF PIPE BEING CONNECTED PLUS TWO (2) INCHES WHEN FABRICATED OR FIELD CUT. THE INTERSTITIAL SPACE SHALL BE FILLED WITH GROUT PER CMS 601.

BLOCKOUT: WHERE EITHER SIDE OF THE CATCH BASIN BLOCKOUT IS ALIGNED WITH A CONTRACTION JOINT (AS IS TYPICALLY DESIRABLE), THE CONTRACTION JOINT SHALL BE CONTINUED IN KIND, WITHIN THE LIMITS OF THE BLOCKOUT. EXCEPT AS SPECIFIED ABOVE, BLOCKOUTS SHALL BE LOCATED NO CLOSER THAN FIVE (5) FEET FROM THE NEAREST PAVEMENT JOINT. SEE THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING BP-2.8C FOR ADDITIONAL BLOCKOUT DETAILS.

WHERE THE SPECIFIED CATCH BASIN WORK REQUIRES THE CONSTRUCTION/RECONSTRUCTION OF BLOCKOUTS IN EXISTING PAVEMENT, THE BLOCKOUTS SHALL CONFORM AS CLOSELY AS POSSIBLE TO THE DETAILS SHOWN HEREON EXCEPT THAT THE DOWELS SHALL BE PLACED/REPLACED IN ACCORDANCE WITH THE "SECTION-TYPE K JOINT, PER CUYAHOGA COUNTY CONSTRUCTION DRAWING BP-2.5C ("SECTION-TYPE 1" WHERE JOINT LOCATION). PAYMENT SHALL BE INCLUDED IN THE ITEM 604-CATCH BASIN, CUYAHOGA COUNTY NO. 3C WORK SPECIFIED; AND/OR AS DIRECTED BY THE ENGINEER.

A CLASS "C" CONCRETE APRON, THE SIZE OF THE TWO (2) FOOT MINIMUM GUTTER BLOCKOUT, SHALL BE CAST IN PLACE IN FULL DEPTH/WIDTH FLEXIBLE PAVEMENT AND NO DOWELS ARE REQUIRED WITH THE COST INCLUDED IN THE CATCH BASIN BID PRICE.

ANY/ALL EXTRA MATERIAL, LABOR AND EQUIPMENT REQUIRED TO CONSTRUCT THE PAVEMENT, CURB, SUBBASE, SUBGRADE AND BACKFILL WITHIN THE BLOCKOUT AREAS, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE CONSTRUCTION AND MATERIAL SPECIFICATIONS, SHALL BE INCLUDED IN THE UNIT PRICE BID, PER EACH, FOR THE ITEM 604-CATCH BASIN, CUYAHOGA COUNTY NO. 3C WORK SPECIFIED.

THIS CATCH BASIN IS NOT INTENDED FOR USE WITH MOUNTABLE TYPE CURBS NOR SHOULD IT BE LOCATED WITHIN A DRIVE APRON. (SEE O.D.O.T. STANDARD CONSTRUCTION DRAWING CB- 2.3).

CUYAHOGA COUNTY ENGINEER

CATCH BASIN

DATE
05-05-97
12-07-99
06-15-00
10-29-01
03-01-05

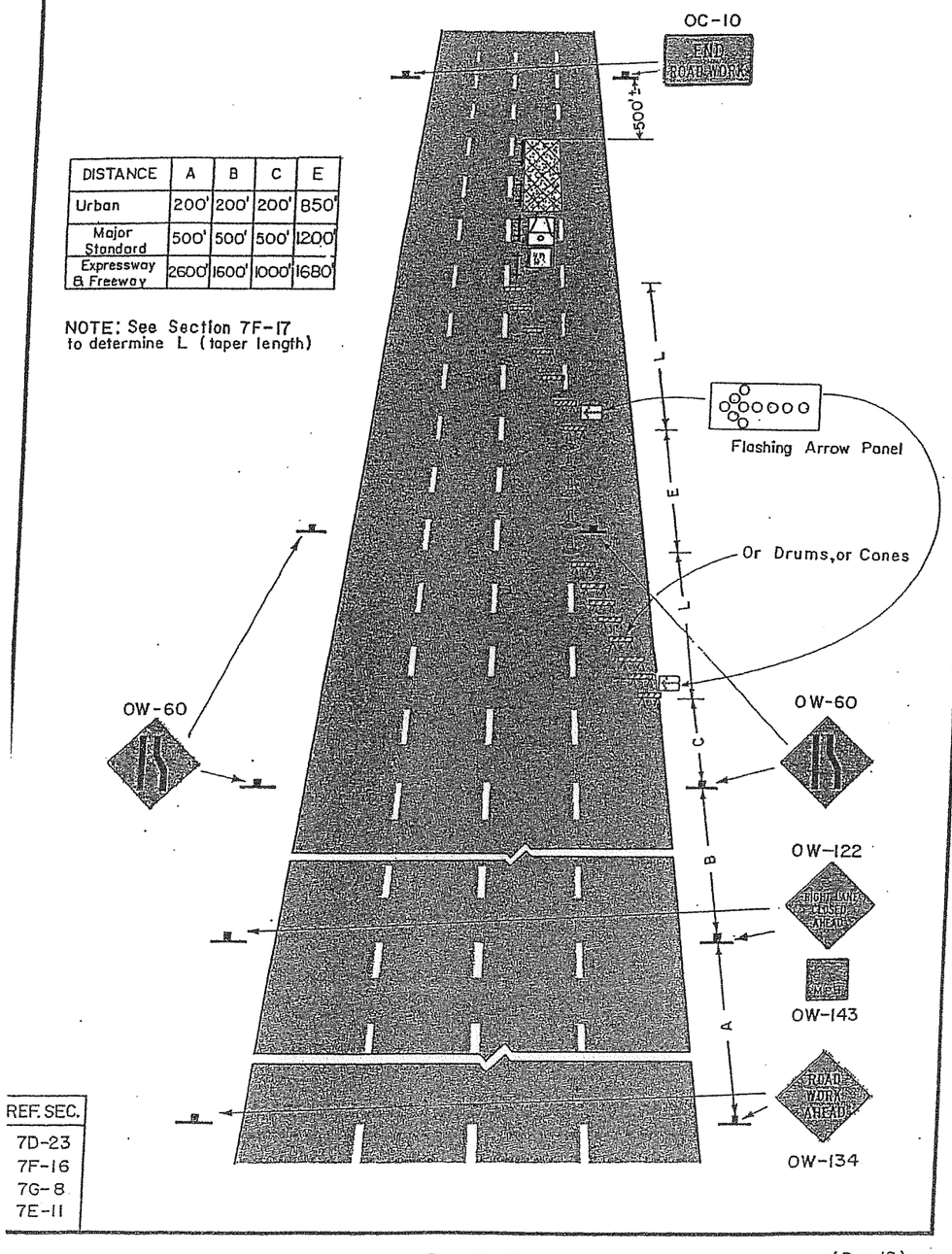
CONSTRUCTION DRAWING CB-3C (ENGLISH VERSION)

TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES FOR

MULTIPLE LANE CLOSING

DISTANCE	A	B	C	E
Urban	200'	200'	200'	850'
Major Standard	500'	500'	500'	1200'
Expressway & Freeway	2600'	1600'	1000'	1680'

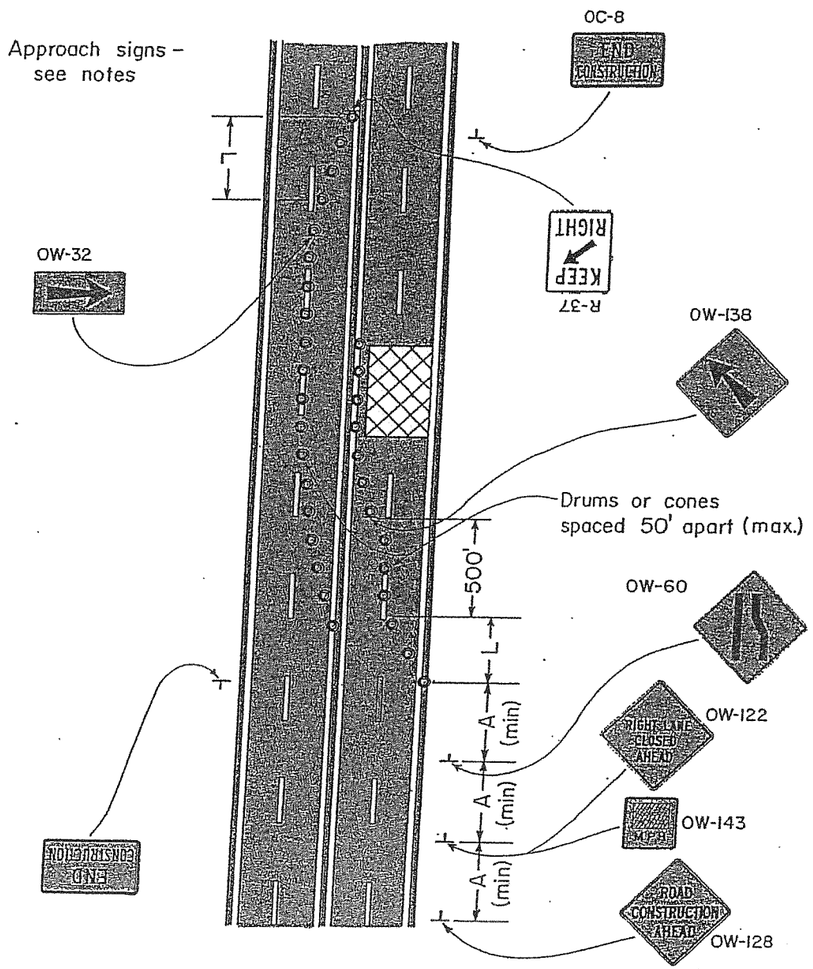
NOTE: See Section 7F-17 to determine L (taper length)



REF. SEC.
7D-23
7F-16
7G-8
7E-11

(Rev. 12)

TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES FOR CLOSING TWO LANES ON A 4-LANE UNDIVIDED HIGHWAY



F.SEC.
D-3
D-21

OTES:
See Sec. 7F-17 for taper formulae
Use similar sign treatment for opposite approach.

Type of Roadway	Distance A - ft.
Urban	200
Standard	500