



Bid Book

For the construction of

Morgan Park Trail

8828 State Route 44 Shalersville Township, Portage County, Ohio

Portage Park District

705 Oakwood St.

Suite G-4

Ravenna, Ohio 44266

(330) 297-7728

www.portageparkdistrict.org

June 22, 2018

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EXECUTIVE DIRECTOR
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**LEGAL NOTICE
PORTAGE PARK DISTRICT
MORGAN PARK TRAIL DEVELOPMENT**

NOTICE TO BIDDERS

The Portage Park District will receive sealed bids for the above-mentioned project until 2:00 P.M. Local Time on Monday July 16th, 2018, at the office of the Portage Park District, 705 Oakwood St., Suite G-4, Ravenna, OH 44266. Bids will be publicly opened and read aloud on the same day thereafter.

Plans, specifications and bidding forms can be obtained from the Portage Park District website: <http://portageparkdistrict.org/news/notices/>

The work to be performed as part of this Contract: **Installation of a 0.8 mile, 8 foot wide limestone aggregate hiking trail. The cost estimate for the project including contingency and alternate is \$126,010.**

Each bidder shall be required to complete and file with his/her bid a Proposal Guaranty and Performance/Payment Bond Form (Section 153.571 of the Ohio Revised Code) with a Surety Company executing the Bond, which is listed on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is based.

If the bid is accepted, the successful bidder shall enter into a contract and the Proposal Guaranty and Performance/Payment Bond shall provide the conditions in said bond, and as listed below:

(A) A Contract Performance Bond in an amount equal to 100% of the estimated cost of the work conditioned, among other things that the Contractor will perform the work upon the terms proposed, within the time prescribed, in accordance with the plans and specifications.

(B) A Payment Bond in an amount equal to 100% of the estimated cost of the work conditioned for the payment by the Contractor and all Sub-contractors for labor performed and materials furnished in connection with the project involved.

The Portage Park District reserves the right to reject any or all bids and waive any informalities in bidding. Bids of Corporations not chartered in Ohio must be accompanied by proper certification that such corporation is authorized to do business in Ohio.

All bidders must fill in all blanks of the proposal in ink or typewritten. The entire Bid Book must be submitted intact with the bid.

This Contract is subject to the provisions of Executive Order 11246 of September 24, 1965, as pertains to an Affirmative Action Plan, and Governor Executive Order of January 27, 1972. The successful low bidder will be required to comply with all Contract Requirements for Equal Employment Opportunities. Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

For the convenience of each prospective bidder, an on-site Pre-bid Conference has been scheduled on Friday June 29th at 9:00 a.m. at Morgan Park, 8828 SR 44 Shalersville Township, Portage County.

Portage Park District
Christine Craycroft
Executive Director

TO THE EDITOR: Please publish the foregoing on Fridays June 22, June 29 and July 6, 2018, and send proof of publication to the Portage Park District, 705 Oakwood St., Suite G-4 Ravenna, OH 44266.

INFORMATION TO BIDDERS

1. Receipt and Opening of Bids:

The Portage Park District invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received at the office of the Portage Park District until 2:00 PM local time, (time determined from Park District mobile phone), July 16, 2018, and then shall be publicly opened and read aloud immediately thereafter. The envelopes containing the bids must be sealed, addressed, and designated as bid for "**Morgan Park Trail.**" Bids shall be submitted in duplicate with original signatures. The Portage Park District may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by a bid security as described in paragraph 5. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in duplicate in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Method of Bidding:

The Owner invites unit price/lump sum price bids as indicated in the Bid form. If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

4. Qualifications of Bidder:

All bidders shall have experience in all functions of the work described in the plans for this project.

5. Bid Security:

Each bid shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid in accordance with Section 153.54 of the Ohio Revised Code.

Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

6. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

7. Conditions of Work:

Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

8. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents. This includes any and all addenda. The failure or omission of any bidder to examine any form,

instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

9. Examination of Site:

Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith. For the convenience of each prospective bidder, a Pre-bid Conference has been scheduled on Friday, June 29th at 9:00 a.m. at Morgan Park 8828 SR 44 Shalersville Township, Portage County.

10. Working Facilities:

The plans show, in the general and detailed manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

11. Addenda and Interpretations:

No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Christine Craycroft, Executive Director at the office of the Portage Park District, and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Portage Park District website, not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. Water Supply:

All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the project engineer.

13. Signature of Bidders:

The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of the partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

14. Notice of Special Conditions:

Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Requirement for a performance bond for 100% of contract price
- c. Requirement that all subcontractors be approved by the owner
- d. Time-for-completion and liquidated damages requirements
- e. Affirmative Action and Equal Opportunity provisions, including Prevailing Wage requirements
- f. Successful bidder shall provide any proof of registration as may be required within Portage County

15. Additional Obligations Upon Contract Award:

Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy; Workers Compensation Certificate
- d. Performance Bond, if not already provided
- e. Contractor Registration for prime and subcontractors, if required

16. Foreign Corporations and Contractors

a. Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

17. Signing Bid — Agreement to Terms of Attached Contract:

By signing this bid, Contractor acknowledges reading all attached and all referenced documents and agrees that he/she abide by the terms therein, without modification, unless Owner agrees to such modifications in writing. Modifications of any documents attached or referenced herein shall not be made a condition of signing the final contract by the Contractor and failure to sign the contract as worded herein within the time allotted shall subject the Contractor to forfeiture of his/her bid security.

18. Liquidated Damages for Failure to Complete Project by Completion Date

Contractor and Park District recognize that time is of the essence of this Project and that the Park District will suffer financial loss if the work is not completed within the times specified under Completion Date, plus any extensions allowed under the contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Park District if the Work is not completed on time. Accordingly, instead of requiring such proof, the Park District and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Park District two hundred fifty dollars (\$250.00) for each day that expires after the time specified in the Completion Date until the work is substantially completed. After substantial completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by the Park District, Contractor shall pay Park District two hundred fifty dollars (\$250.00) for each day that expires after the time specified in the Completion Date until the work is completed and ready for final payment.

19. Applicable Laws

The Revised Code of the State of Ohio, insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof. The contractor, subcontractors, and any persons on their behalf shall be required to comply with all of the provisions of Chapter 4115: Wages and Hours on Public Works of the Revised Code of the State of Ohio, and all amendments, additions and deletions thereto.

All laws of the United States of America, the State of Ohio, and the Portage Park District applicable to the products or services covered herein, are made a part hereof.

Section 4115.07 of the Ohio Revised Code of the State of Ohio provides that all contractors or subcontractors falling within or affected by Section 4115.03 to 4115.14 inclusive of the Ohio Revised Code, shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the minimum prevailing rates of wages, as set forth in the Contract. Such payroll records shall not be destroyed or removed from the State for a period of one year following the completion of the Contract in connection with which records are made.

At any time during the life of the Contract, the Park District may demand that the contractor and/or his subcontractors submit an affidavit stating that wages have been paid for the pay

period or periods in question in conformance with the minimum rates set forth in the contract. Such affidavits must be supported by a certified copy of his/her detailed payroll records for the questioned period or periods. Said detailed payroll records shall show the individuals by name, classification and pay rate on the contractor's payroll each day of the period, together with the hours each day and the total amount paid, plus any deductions which may have been made. The Park District may withhold partial payments pending the submission of the affidavit and certified payroll records. If minimum wage requirements have not been met in accordance with the terms of the contract, payments may be withheld until the contractor and/or subcontractor has complied.

UPON COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR and SUBCONTRACTORS (IF ANY) SHALL SUBMIT AN AFFIDAVIT (SEE PREVAILING WAGE RESPONSIBILITIES SECTION) STATING THAT WAGES HAVE BEEN PAID IN CONFORMANCE WITH THE MINIMUM RATE SET FORTH IN THE CONTRACT.

The affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees, before the Park District will release the Surety and/or make final payment due under the terms of the contract.

20. Clerical Error

The Park District reserves the right to correct any award erroneously made as a result of a clerical error on the part of the Portage Park District.

21. Infringements and Indemnification

The bidder, if awarded an order or contract, agrees to protect, defend, and save the Park District harmless against any demand for payment for use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract and he further agrees to indemnify and save the Park District harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties by or from any act of the acts of the contractor, his servants or agents.

To that extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Park District whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided are set forth in the Invitation to Bid. When the Park District requires a certificate of insurance on the policy, the Park District is to be included as an additional insured.

22. Workers' Compensation

Insofar as Worker's Compensation is concerned, the bidder or contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing that he has paid into

the State Insurance fund the necessary premiums, whenever such certificates are required in the Advertisement for Bids.

23. Equal Employment Opportunity Policy

Any contract which shall be entered into between the Portage Park District and the successful bidder shall contain the following provisions:

In hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor or any person acting on his behalf shall, by reason of race, color, religion, national origin, ancestry, or sex discriminate against any person who is qualified and able to perform the work required by such employment.

The contractor, subcontractor, or any person or corporation acting on his behalf shall not, by reason of race, color, religion, national origin, ancestry, or sex, in any manner intimidate any employee hired for the performance of work in connection with the manufacture, processing, or furnishing of any such material, supplies, or equipment.

24. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

The contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed.

Requirements for all Insurance Coverages:

Notices to Owner and Other Additional Insured

The policy shall provide and the Certificate shall reflect the fact the Owner and all other additional insured shall receive at least 30 days notice of any cancellation or change in the coverage (except for nominal changes) adverse to the interests of the Owner and other additional insured in order for such cancellation or change in coverage to be effective. The Owner and other additional insured shall be provided with any notice or non-renewal, regardless of the cause.

Additional Insured

The insurance required by this Section shall include the interests of the Contractor and its subcontractors, the Engineer and its subconsultants in the work, including each of their respective employees, all of whom shall be listed as insured or as additional insured. The Owner's financing agency shall also be listed as an additional insured, as necessary.

Policy Format

All policies shall be the Insurance Service Office's current form or better.

General Liability

Types of Insurance: The policy should provide at a minimum, the following coverages and the Certificate of Insurance shall so indicate whether the coverage is provided in the basic policy or in supplemental coverage to negate an exclusion in the basic policy:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard (Underground and Collapse Hazard coverage required only for General Construction Contractor and others doing excavation and other earthwork)
- Products/Completed Operations
- Contractual
- Independent Contractor
- Broad Form Property Coverage

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined (CSL)	\$ 1,000,000	\$ 1,000,000

Automobile Liability

Types of Coverage: The policy shall include at least the following types of coverage:

- Any Auto
- All Owner Autos (Priv. Pass.)
- All Owned Autos (Other than Priv. Pass.)
- Hired Autos
- Non-Owned Autos

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Owners Protective Liability Policy: The liability limits for the coverages noted above shall be at least as follows:

Liability Limits

BI & PD Combined	Each Occurrence \$ 1,000,000	Aggregate \$ 1,000,000
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Builders Risk/Installation Floater

Types of Coverage

The Contractor shall insure for the life of the contract against all loss or damage by fire, flood other than National Flood Insurance (whether in a flood hazard area or not), hurricane, windstorm, hail, lightning, explosion, riot civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard current I.S.O. standard fire and extended coverage insurance endorsement. Coverage shall also be provided for all materials and equipment for which pre-incorporation payment is requested.

Limits of Liability: The limit of liability for the coverage noted above shall be not less than the amount of the Contract.

Contractor's Insurance Agent E/O Certificate

Contractor's insurance agent shall provide the Park District with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$ 1,000,000.00)

The Policies as listed above shall contain all the following special provisions:

The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Portage Park District.

The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the contract by the Contractor or by his/her Subcontractors.

Each contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

Upon contract award, the contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.



Morgan Park Trail

To: All Bidding Contractors
From: Christine Craycroft, Executive Director
Re: Submittal Requirements
Date: June 22, 2018

Dear Interested Bidders:

The bid specifications require you to submit the items listed below. The omission of any item called for by the bid document does not relieve you of the responsibility to comply with the requirement. Please review your specifications. This list is for your convenience only. If you do not have the listed items submitted, your bid may not be considered.

Please submit:

- Bidder's Proposal
- Proposed Construction Schedule
- Bid Form
- Non-Delinquent Tax Affidavit
- Certificate in Compliance with Section 3517.13
- Non-Collusion Affidavit
- Income Tax Affidavit
- Certification Against Debarment and Suspension
- Unresolved Finding for Recovery Certification
- Bid Guaranty & Contract Bond
- Bidder's Experience Statement and Affidavit
- Proposed Subcontractor Breakdown

GENERAL PROVISIONS

GENERAL PROVISIONS

ARTICLE 1 - DEFINITIONS

Whenever the words defined in this article, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given herein.

Owner: The Portage Park District or their designated representative or any officer duly authorized to act for said agency.

Engineer: The Project Manager/Engineer so designated by the Portage Park District assigned to design, inspect and/or manage the project.

Inspector: An authorized representative of the Project Manager/Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

Contractor: The party entering into the Contract for the performance of the work required thereby, the legal representative of said party, or the agent appointed to act for said party in performance of the work.

Subcontractor: An individual, firm, or corporation who contracts with the Contractor to perform part or all of the latter's contract.

Surety: The body corporate which is bound with and for the Contractor on the bond furnished in connection with this project, which bond forms a part of the Contract Documents.

Specifications: The definitions, instructions, descriptions, directions, provisions, and requirements contained herein and all written supplements thereof made, or to be made, pertaining to the Contract and the materials and workmanship to be furnished under the Contract.

Contract: All things contained in the specifications, drawings, proposal, agreement, and bond; also, all supplemental agreements which could reasonably be required to complete the construction contemplated. The above items shall be considered as one instrument forming the Contract. It is understood that all things contained or referred to in the Advertisement, Information to Bidders, Special Provisions, General Provisions, Detailed Specifications, Signed Contract, Contract Bond, and Drawings, as well as all other papers or addenda attached to or bound with any of the above or referred to therein, are part of the Contract and are to be considered as one instrument constituting the Contract Documents. The intent is to make the various "Parts" and "Sections" of the Contract Documents complementary one to the other. No papers attached to or bound with any of the above shall be detached thereto, as all are a necessary part thereof. Whenever in the Specifications or in the Drawings the words directed, permitted, ordered, designated, prescribed or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended.

ARTICLE 2 - CONTRACT AND CONTRACT DOCUMENTS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The specifications and addenda, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 3 - PERFORMANCE BOND

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Performance Bond meeting the requirements of O.R.C. 153.54 is required. Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 4 - ANTIDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The Contractor shall post in conspicuous places, available for employees or applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause and the Contractor shall insert the foregoing provisions in all contracts hereunder, except Subcontracts for standard commercial supplies or raw materials.

ARTICLE 5 - AUTHORITY OF PROJECT MANAGER/ENGINEER

The Engineer shall give all orders and directions contemplated under this Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials for which payment is to be made; shall determine all questions respecting the true interpretation or meaning of the Drawings or Specifications relating to said work and the construction thereof; shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of the Contractor. In case any dispute shall arise between the parties hereto involving this Contract, seeking determinations and decisions of the Project Manager/Engineer shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

ARTICLE 6 - AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed under the supervision of the Project Manager/Engineer shall be authorized to inspect all work done and materials furnished. Inspection may extend to any part of the work and of the preparation or manufacture of the materials to be used. Inspectors will be assigned to the various phases of the work, reporting to the Project Manager/Engineer as to the progress of the work and the manner in which it is being performed; also reporting whenever it appears that the materials furnished and work done by the Contractor fail to fulfill the requirements of the Specifications and Drawings, and to call to the attention of the Contractor any failure or other default; but, no inspection, nor any failure to inspect at any time or place, shall relieve the Contractor from any obligation to perform all the work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the

Contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend work until the question at issue can be referred to and decided by the Project Manager/Engineer. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, relax, or replace any requirements of these Specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Drawings and Specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with the management of the work. Any instructions which the inspectors may give the Contractor shall in no way be construed as committing the Project Manager/Engineer, or the Owner, in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

ARTICLE 7 - SUPERVISION

The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of work.

The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

The Contractor shall submit a proposed program of operation, showing clearly how he/she proposes to conduct the work so as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

All construction as proposed along all City, Township, State and Federal rights of way including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting, and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Project Manager/Engineer and the Owner prior to any work beginning on the affected property.

ARTICLE 8 - EQUIPMENT

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Project Manager/Engineer and shall be maintained in a satisfactory working condition. Equipment used on all portions of the work shall be such that no injury to work, adjacent property, or other objects will result

from its use. The contract may be annulled if the Contractor fails to provide adequate equipment for the work.

ARTICLE 9 - SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees of the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on and off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.

The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their Health.

The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Lights, signs, and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 10 - INDEMNIFICATION

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contractor Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his/her Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment

made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 11 - CONSTRUCTION SCHEDULE

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Bidders shall submit a proposed construction schedule with the bid, with the understanding that the project shall be completed by October 1, 2018, and once work commences it shall be continuous until complete. The Owner and Contractor shall mutually agree on a commencement date to be specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress as to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. The contract time to fully complete the project shall be ninety (60) consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".

If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$250.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 12 - COMPLETION OF WORK

The Contractor shall guarantee all materials and equipment furnished for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction and all privately owned property shall be returned to its original condition. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 13 - LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal and State Laws in any way affecting those engaged or employed in the work, the material used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or political subdivisions having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Drawings and Specifications herein referred to in relation to any such law, regulation, decree, or order, the Contractor shall forthwith report the same in writing to the Engineer. He/She shall at all times himself observe and comply with, and shall cause all of his/her agents and employees to observe and comply with, all such existing and future laws, regulations, orders and decrees; and shall protect and indemnify

the Park District, its officers and agents against any claims or liability arising from or based on the violation of such law, regulation, order or decree whether by himself or by his employees.

ARTICLE 14 - SUBCONTRACTS

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or the Owner's designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor or his/her liability under the contract and bonds.

The Contractor shall not award work to subcontractor(s) without prior written approval of the Owner and after submission of all certifications as required in the Instructions to Bidders. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 15 - ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Owner endorsed herein or hereby attached; and he shall not convey by power of Attorney or otherwise, any of the moneys to become due and payable under this Contract unless, by and with, like consent signified in a like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of his/her Contract or his/her right, title or interest therein or any moneys to become due under this Contract to any person, firm or corporation, this Contract may, at the option of the Owner, be revoked and annulled and the Owner shall thereupon be relieved and discharged from any and all liabilities and obligations growing out of the same to the Contractor and to his/her assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his/her creditors, made pursuant to the statutes of the State of Ohio; and no right under this Contract, or to any moneys to become due hereunder, shall be asserted against the Board in law or equity, by reason of any so-called assignment of this Contract, or any part thereof, or any moneys become due hereafter unless authorized by written consent of the Owner.

ARTICLE 16 - CHANGE OF WORK

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.

Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 17 - ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated in the Advertisement of the Bid, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract. Neither the Owner, nor any of its officers or agents thereof, are held responsible because any of the said estimated quantities shall be found to be greater or less on the completion of work. The Contractor shall make no claim for anticipated profits or for loss of profits because of a difference between the quantities as established for the final estimate and the various estimated quantities stated in the Proposal.

ARTICLE 18 - PARTIAL ESTIMATES

Each month the Engineer will make in writing an estimate of the amount and value of the work and the materials incorporated in the work by the Contractor in the performance of this Contract. The Contractor shall aid the Engineer in the preparation of this estimate by submitting to him at the start of each month an estimate of the work he has accomplished during the preceding month, broken down by items and containing supporting computations. The first such estimate shall be of the amount and value of the work done and the materials incorporated in the work since the Contractor commenced the performance of the Contract. Every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made; provided, however, that no such estimate shall be required to be made when, in the judgment of the Project Manager/Engineer, the total value of the work done and material incorporated in the work since the last preceding estimate amounts to less than two thousand dollars. At the discretion of the Project Manager/Engineer allowances may be made for non-perishable materials which are to be incorporated in the work, when delivered and properly stored upon the site. Payment for materials and equipment delivered and stored as specified above shall be based upon certified paid invoices to be submitted by the Contractor and title to the same shall be vested with the Owner upon payment therefore. The Contractor's plant shall not be included in partial estimates, such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only. Such estimates shall be dated as of the last day of the month covered by the estimate, except the final estimate.

ARTICLE 19 - PARTIAL PAYMENTS

Before the contract is fifty percent completed, labor performed on the project and materials delivered on site shall be paid for at a rate of ninety-two percent of the estimates for partial payment as submitted by the Contractor, checked and prepared by the Project Manager/Engineer, and approved by the Project Manager/Engineer.

ARTICLE 20 - ADJUSTMENT OF RETAINED PERCENTAGES

After the Contract is more than fifty percent completed, labor performed shall be paid for at the rate of one hundred percent of the estimates submitted by the Contractor, checked and approved by the Project Manager/Engineer.

All materials delivered on the site after the Contract is fifty percent completed shall be paid for at a rate of ninety-two percent of the invoiced value of the material. The balance of such estimate shall be paid when the material is incorporated into and becomes a part of the project.

The Contract shall be fifty percent completed when the Contractor has been paid an amount equal to fifty percent of the total cost of the labor of the Contract and fifty percent of the total cost of the material of the Contract.

ARTICLE 21 - PARTIAL PAYMENT MAY BE WITHHELD

Partial payments may at any time be withheld or reduced if, in the opinion of the Project Manager/Engineer, the work is not proceeding in accordance with this Contract.

ARTICLE 22 - FINAL ESTIMATE

When, in the opinion of the Project Manager/Engineer, all the work contemplated by this Contract is completed, he shall measure up said work and prepare a final estimate of the same. The Contractor shall aid the Project Manager/Engineer in the preparation of this estimate by submitting to him, as soon as possible following the completion of work an estimate of the work he has done under this Contract, broken down by items and containing supporting computations. The Owner shall, within thirty days after receiving the said final estimate, make payment of ninety-six percent of the amount of said estimate, less previous payments to the Contractor and such other sums as may lawfully be retained under the terms of this Contract, provided that all terms of this Contract have been complied with by said Contractor. Such estimate shall be dated as of the day on which the Contractor shall have completed the work called for to be done under this Contract.

ARTICLE 23 - FOUR PERCENT RESERVE

The said Contractor hereby further agrees that the Owner shall be, and is hereby authorized to retain for a period of thirty days subsequent to the date of the final acceptance of work, out of the money payable to said Contractor under this agreement, the sum of four percent of the amount of the Contract, and to expend the same in making such repairs of the said work for which the Contractor is responsible as the Project Manager/Engineer may deem necessary in case such repairs are neglected by the Contractor after reasonable notice.

ARTICLE 24 - REPAIRS FOR ONE YEAR

The Contractor shall make all repairs due to defective workmanship of material for the term of one year after the date of the final estimate; shall correct and repair promptly during that time all defective work and material of whatever description; and shall deliver the work in all respects in good condition at the end of that time. However, ordinary wear and tear, or damage due to negligent or improper operation on the part of the Owner, shall not be considered an obligation of the Contractor. Twelve months after the date of the final estimate, as hereinbefore mentioned, and as soon after the expiration of the said twelve months as practicable, the Owner shall make or cause to be made a final inspection of the performance of this Contract.

If such performance and work shall be found satisfactory and not to have deteriorated through defects of workmanship or material, then the Owner shall accept said work. Such acceptance shall be a prerequisite to the release of the surety on the warranty bond. If, however, the final or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing and thereupon the Contractor shall, at his/her own expense, repair or replace and shall make good all defects of materials, workmanship, or guarantee. Such repairs shall be a

prerequisite to the approval and acceptance of the work and the release of the surety on the warranty bond. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor.

ARTICLE 25 - FINAL PAYMENT

The Owner agrees that upon the expiration of said period of thirty (30) days, provided all the work shall at that time be in good order and approved by the Owner following the final inspection, the said Contractor shall be entitled to receive the whole or that part of the above mentioned sum as may remain after the expense of making such repairs shall have been paid thereto. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The Owner hereby agrees to pay and the Contractor hereby further agrees to receive in full compensation for furnishing all materials and doing all work as contemplated and set forth by these Specifications and the accompanying drawings, the several sums and prices set forth in the proposal sheet hereto attached.

ARTICLE 26 - LIENS

If, at any time within thirty (30) days after the whole work herein agreed to be performed and all labor and material herein agreed to be delivered have been performed and delivered or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnishing any materials toward the performance or completion of this Contract shall file with the Owner notice according to law, the Owner shall retain until the discharge thereof, from all money under its control, such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

ARTICLE 27 - TERMINATION

After ten (10) days from delivery of a written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained. Contractor shall also be entitled to reasonable profit, unless such termination was due to the act or conduct of the Contractor.

TECHNICAL SPECIFICATIONS

Morgan Park ADA Trail Surfacing

Technical Specifications

Scope of Work

This section describes the mandatory and general requirements for the project through construction. All mandatory items shall be provided by the Contractor. *No exceptions are permitted for mandatory specifications.*

Item 204- Subgrade Compaction

Subgrade Compaction is only included for the sections of degraded base and the shared roadway where 3" of Item 304 is to be added. Compaction of the final surface aggregate for all areas is included in the cost for surface product installation.

Item 209-Linear Grading

As shown on typical sections linear grading is GRADIENT GRADING, whereby the Contractor will grade off 4" to create a uniform surface for placing aggregate following the alignment as staked in the field by the Owner. The material shall be graded to each side of the corridor to support the aggregate to be placed thereon. Prior to placement of the surface aggregate layers, the Contractor shall grade excavated material smooth and uniform to the edge of the proposed finished surface and out to the side a minimum of 2' to create berm as shown on typical sections. Balance of any remaining material shall be blended to meet existing grades within the construction limit. Preferred placement would be with a tracked berming machine.

Item 304 Crushed Limestone Aggregate

Crushed limestone aggregate shall be used to upgrade the sections of degraded base and placed as surface aggregate for the shared road section. Compaction of this material shall be included in the unit price for Item # 304. This material shall be placed using asphalt distribution equipment to provide a smooth, uniform surface for compaction.

Item 703.10 Crushed Limestone Aggregate, #10

This gradation of crushed limestone aggregate provides the surface course for the trail. It is critical that the material be blended immediately prior to loading to insure consistency of mixture. The Project Engineer may reject any material that does not meet the requirements of this special aggregate blend. The material should be delivered at +/- 2% optimal moisture content to insure proper compaction. This material shall be placed using asphalt distribution equipment to provide a smooth, uniform surface for compaction. Compaction of the surface aggregate shall be included in the unit price for this item.

703 Special

This work shall consist of excavating soft areas of the trail as identified on the plans or located in the field by the Project Engineer. The identified area shall be excavated 6" or greater, if

specified by the Project Engineer and backfilled with Item #304 and compacted. The surface course consistent with surrounding trail shall be applied and compacted as per plan. This work shall be paid on a cubic yard basis and quantities shall not be included with other work.

712.09 Geotextile

Geotextile fabric, 8' wide to be approved by Project Engineer, shall be placed atop prepared subgrade the entire length of the trail, including bench areas. Sections of geotextile will overlap 12" at ends.

Construction Layout Stakes

The Owner shall stake the trail alignment and bench areas in the field prior to commencement of work. If field staking deviates from plans, the field staking shall take precedence.

ELEVATION DATUM

All elevations are based on U.S.G.S. Datum.

CONTINGENCY QUANTITIES

The Contractor shall not order materials or perform work for items designated by plan note to be used "as directed by the Project Engineer" unless authorized by the Project Engineer. The actual work locations and quantities used for such items shall be incorporated into the final change order governing completion of this project.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

ARTICLE 1. Physical Data

The Contractor shall make all explorations necessary to locate structures to which connections are to be made without extra expense to the Owner.

ARTICLE 2. Night Work

No work shall be done during the hours between sunset and sunrise without the prior approval or order of the Project Manager/Engineer.

ARTICLE 3. Work on Sunday and Holidays

No work will be permitted on Sundays or on legal holidays except upon the specific authorization or direction of the Project Manager/Engineer (to be authorized only in case of extreme emergency).

ARTICLE 4. Protection of Existing Structures

The Contractor shall make such investigations as are necessary to determine the extent to which existing structures may interfere with the prosecution of the work contemplated under this Contract.

Any existing surface, subsurface or overhead structures damaged or destroyed shall be promptly repaired or replaced by the Contractor in a satisfactory manner at his own cost and expense.

ARTICLE 5. Care and Protection of Work

From the commencement of the work until the completion thereof, the Contractor shall be solely responsible for the work covered by this Contract and for all materials and equipment used or intended to be used in the work. All destruction, injury or damage to the same from whatever cause, as well as any damage done by him, his employees, and his subcontractors in the performance of this work shall be made good by him at his own expense before the final estimate is made. He shall provide suitable means of protection for all materials and equipment intended to be used in the work and for all work in progress as well as for the completed work.

ARTICLE 6. Cleaning Up

The Contractor shall keep the site of the work free from trash, litter and waste materials and shall maintain the same in a neat and orderly condition throughout the period of work.

ARTICLE 7. Examination of Finished Work

The Contractor shall furnish the Project Manager/Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications and Contract. If the Project Manager/Engineer requires it, at any time before acceptance of the work, the Contractor shall remove or uncover such portion of the finished work as may be directed for examination. The Contractor shall restore said portion of the work to the standards required by the Specifications. Should the work thus exposed or examined above prove acceptable, the uncovering, removing, replacing of the covering, or making good of the parts removed shall be paid for by the Owner; except that any work done or materials used without suitable supervision or inspection by a representative of the Project Manager/Engineer may be ordered removed and replaced at the Contractor's expense. However, should the work exposed or examined prove unacceptable, either in whole or part, the uncovering, removing, replacing of the covering and making good of the parts removed shall be at the Contractor's expense.

The Contractor shall, when directed, remove all water which may accumulate in or about the work during construction, or prior to the final acceptance of the same, in order that proper inspection may be made.

ARTICLE 8. Safety Precautions

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

ARTICLE 9. First Aid

The Contractor shall provide and keep upon the work site a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work. He/She shall designate some proper person to be in charge of the first-aid work site and shall cause such person to receive proper instruction therein.

ARTICLE 10. Posting Wage Rates

The Contractor shall post at conspicuous points at the site of the project a schedule showing all determined wage rates.

ARTICLE 11. Wage Rates

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wage to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Ohio Department of Commerce, Bureau of Labor and Worker Safety

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of dates of which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after every pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day on the pay period and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract. See Prevailing Wage section.

ARTICLE 12. Insurance

Requirements for all Insurance Coverages

Notices to Owner and Other Additional Insured

The policy shall provide and the Certificate shall reflect the fact the Owner and all other additional insured shall receive at least 30 days notice of any cancellation or change in the coverage (except for nominal changes) adverse to the interests of the Owner and other additional insured in order for such cancellation or change in coverage to be effective. The Owner and other additional insured shall be provided with any notice or non-renewal, regardless of the cause.

Additional Insured

The insurance required by this Section shall include the interests of the Contractor and its subcontractors, the Engineer and its subconsultants in the work, including each of their respective employees, all of whom shall be listed as insured or as additional insured. The Owner's financing agency shall also be listed as an additional insured, as necessary.

Policy Format

All policies shall be the Insurance Service Office's current form or better.

General Liability

Types of Insurance: The policy should provide at a minimum, the following coverages and the Certificate of Insurance shall so indicate whether the coverage is provided in the basic policy or in supplemental coverage to negate an exclusion in the basic policy:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard (Underground and Collapse Hazard coverage required only for General Construction Contractor and others doing excavation and other earthwork)
- Products/Completed Operations
- Contractual
- Independent Contractor

- Broad Form Property Coverage

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined (CSL)	\$ 1,000,000	\$ 1,000,000

Automobile Liability

Types of Coverage: The policy shall include at least the following types of coverage:

- Any Auto
- All Owner Autos (Priv. Pass.)
- All Owned Autos (Other than Priv. Pass.)
- Hired Autos
- Non-Owned Autos

Liability Limits: The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Owners Protective Liability Policy: The liability limits for the coverages noted above shall be at least as follows:

	Liability Limits	
	Each Occurrence	Aggregate
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

Builders Risk/Installation Floater

Types of Coverage

The Contractor shall insure for the life of the contract against all loss or damage by fire, flood other than National Flood Insurance (whether in a flood hazard area or not), hurricane, windstorm, hail, lightning, explosion, riot civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard current I.S.O. standard fire and extended coverage insurance endorsement. Coverage shall also be provided for all materials and equipment for which pre-incorporation payment is requested.

Limits of Liability: The limit of liability for the coverage noted above shall be not less than the amount of the Contract.

Contractor's Insurance Agent E/O Certificate

Contractor's insurance agent shall provide the Park District with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$ 1,000,000.00)

Article 13. Prompt Payment

In accordance with Section 4113.61 of the Ohio Revised Code, the prime Contractor shall make payment to each subcontractor and materialman within ten (10) calendar days after receipt of payment from the OWNER if Direct Pay for work performed or materials delivered or incorporated into the public improvement, provided that the pay estimate prepared by the Project Manager/Engineer includes work performed or materials delivered or incorporated into the public improvement by the subcontractor or materialman.

The prime Contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further require that all subcontractors and materialmen place the same payment obligations in each of their lower tier contracts. If the prime Contractor, subcontractors or materialmen subject to this provision fail to comply with the ten (10) day payment requirement, the offending party shall pay, in addition to the payment due, interest in the amount of eighteen percent (18%) per annum of the payment due, beginning on the eleventh (11th) day following the receipt of payment from the OWNER and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and materialmen timely as defined by this statute shall result in a finding that the prime is in breach of contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely as defined by the statute shall result in a lower evaluation score for the prime Contractor and those subcontractors who are subject to evaluation.

Article 14. Ohio Workers' Compensation Coverage

The Contractor shall secure and maintain valid Ohio Worker's Compensation Coverage until final acceptance of the project by the OWNER. If the Contractor is a foreign corporation (incorporated under the laws of another state), then the Contractor shall have coverage in another state that provides reciprocal coverage in the State of Ohio or the foreign corporation shall maintain coverage through the Ohio Bureau of Worker's Compensation. A certificate of coverage evidencing valid worker's compensation coverage shall be submitted to the OWNER before the contract shall be executed.

The Contractor must immediately notify the OWNER in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the OWNER in writing if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

Article 15. Unresolved Finding For Recovery

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

Article 16. Drug-Free Workplace Compliance

The prime Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime Contractor shall make a good faith effort to ensure that all its employees, while working on the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime Contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

Article 17. Certification Against Debarment And Suspension

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

PROPOSAL and BID FORMS

BID PROPOSAL
Morgan Park Trail
PORTAGE PARK DISTRICT, OHIO

Federal ID# or Social Security #: _____

Name of Bidder: _____

Address of Bidder: _____

Phone No.: _____

Fax No.: _____

Email: _____

Contact Person: _____

Date: _____

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____,** a partnership, or an individual doing business as _____.

To the **Portage Park District** (hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the *Morgan Park Trail*, Portage County, Ohio, offers the following proposal. The project encompasses the installation of a 0.8 mile, 8 foot wide limestone aggregate hiking trail with bench areas at Morgan Park. The bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish labor, materials, equipment, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within sixty (60) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

MORGAN PARK TRAIL
Proposed Construction Schedule

Work Detail	Begin Date	End Date	No. of Days
Linear Grading			
Base Installation			
Berming			
Surface Course			
Final Repair and Cleanup			

MORGAN PARK TRAIL BID FORM

Item No.	Description	Quantity	Unit	Unit Price	Item Total
	Mobilization	1	Lump Sum		
209	Linear Grading	641	CY		
204	Compaction	3900	SY		
712 Special	Geotextile Fabric	3900	SY		
304	Crushed Limestone Aggregate Base 6"	641	CY		
703.10	Crushed Limestone Aggregate #10s	214	CY		
Special	Weak Soils contingency: Excavate + 304	63	CY		
	ALTERNATE				
659	Seeding and Mulching	1	Lump Sum		
	Total				

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General conditions. The bid security attached in the sum of _____

(\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

I _____ representing _____ offer a bid of
(print name of representative) (print name of company)

_____ dollars
(write out in words)

for the Morgan Park Trail.

Signed _____ on this day _____
(representative) (date)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF OHIO

SS:

COUNTY OF _____

TO: Portage Park District

The undersigned, being first duly sworn, having been awarded a contract by you for the Headwaters Trail Resurfacing, Portage County, Ohio, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

ss:

COUNTY OF _____

Bid Identification: Morgan Park Trail, Portage Park District, Ohio

CONTRACTOR _____, being first duly sworn, deposes and says that he/she is _____ (sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing BID; that such BID 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 induced 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 any one shall refrain from bidding; 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 of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his/her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his/her general business.

Affiant

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

Notary Public

INCOME TAX AFFIDAVIT

STATE OF OHIO

SS:

COUNTY OF _____

_____ being first duly sworn deposes and says as follows:

1. That he holds the office of _____ in _____;
Title Company
2. That said Company will comply in all respects with the Income Tax Ordinances and Regulations within Portage County, as the same pertain to said construction project;
3. More affiant sayeth not.

Authorized Signature

Swore to a subscribed in my presence, this _____ day of _____, 20__.

Notary Public, State of Ohio

My commission expires _____, 20__.

Recorded in _____ County

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

Signed: _____

Title: _____

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

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

do hereby certify that _____ **does not**
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of Ohio as
defined by Ohio Revised Code (ORC) Section 9.24 as of _____, 20____.
(Date)

Signature of Officer or Agent

Name (Print)

STATE OF _____

ss:

COUNTY OF _____

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

Notary Public, State of Ohio

My commission expires _____, 20____.

Recorded in _____ County

**MORGAN PARK TRAIL
BID GUARANTY AND CONTRACT BOND**

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

_____ 1 as Principal and
_____ 2 as Surety, are hereby held and firmly bound
unto _____ 3 hereinafter called the Obligee, in the penal
sum of the dollar amount of the bid submitted by the Principal to the Obligee on this date
_____ to undertake the project known as:

Morgan Park Trail Project

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, or printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

1 Here insert full name or legal title of Contractor and address

2 Here insert full name or legal title of Surety

3 Here insert full name or legal title of Owner/Obligee

(cont'd)

Bid Guaranty/Contract Bond p2

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

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect that obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal By:

Title:

Surety By:

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name/Address:

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

1. Name of bidder?
2. Permanent main office address?
3. When organized?
4. If a corporation, where incorporated?
5. Federal Identification Number?
6. How many years have you been engaged in the contracting business under your present firm or trade name?
7. Contracts on hand (schedule these, showing amount of each contract and the appropriate anticipated dates of completion)?
8. General character of work performed by your company?
9. Have you ever failed to complete any work awarded to you? If so, where and why?
10. Have you ever defaulted on a contract? If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed?
12. List your major equipment available for this contract?
13. Experience in construction work similar in importance to this project?
14. Background and experience of the principal members of your organization, including the officers?
15. Credit available?
16. Give bank reference?
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Portage Park District, Ohio?

PROPOSED SUBCONTRACTOR'S BREAKDOWN

Contractor Name	Address	Phone	Goods/ Services	Total Contracts	Fed I.D. No.	Reg'd MBD(Y/N)

Sworn to and ascribed before me this _____ day of _____, 20____

Notary Public Signature

Company Name

Notary Public in and for County of _____

Signature
Title

My Commission Expires _____

CONTRACT FORMS

MORGAN PARK TRAIL PROJECT CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor" and the Portage Park District, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, supplies, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Morgan Park Trail Project, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor at the lump sum price stipulated in the Bid for the respective items of work completed for the sum not to exceed \$_____, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Bid Forms
- f. Signed copy of bid
- g. Work Specifications (including all plans, drawings, etc.)
- h. General and Special Provisions
- i. Technical Specifications
- j. State Requirements

(cont'd)

(Contract p2)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision, in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER: **Portage Park District**

Signature

Signature

Print Name

Print Name

Title

Title

Vendor

Federal Identification Number:

Certifications:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Portage County Assistant Prosecutor, the duly authorized and acting legal representative of the Portage Park District, do hereby certify as follows:

I have examined the attached contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Pursuant to Ohio Revised Code 153.44 I hereby certify that this contract and the contract documents incorporated herein have been executed in accordance with Ohio Revised Code 153.01 through 153.60 inclusive.

Print Name

Signature

Title

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that the amount of \$_____ required to meet the obligation for the above contract has lawfully been appropriated for such purposes and is in the treasury to the credit of Fund No. _____ free from any obligation or certificate now outstanding.

Janet Esposito, Portage County Auditor

Date: _____

NOTICE OF AWARD

TO: _____

Date: _____

Project Description: **Morgan Park Trail Project**

The Owner has considered the bid submitted by you on _____, 20____, for the above described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required contractor's contract bond, if applicable, and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Owner: Portage Park District

Name

Title

ACKNOWLEDGMENT OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ on this _____ day of _____, 20____.

Print Name

By: _____
Signature Title

NOTICE TO PROCEED

TO: _____

Date: _____

Project Description: Morgan Park Trail Project

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within _____ (____) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20____.

Owner: Portage Park District

Name

Title

ACKNOWLEDGMENT OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by _____
on this _____ day of _____, 20____. Print Name

By: _____
Signature Title

CHANGE ORDER

Change Order No. _____

Project: Morgan Park Trail Project

Date: _____

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

Original contract price	\$ _____
Previous change/extras	\$ _____
This change/extra	\$ _____
Subtotal	\$ _____
Deductions	\$ _____
Net total	\$ _____

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by ____ calendar days, making the date for completion of all work _____.

IV. ____ There will be no claims for damages resulting from this change.

____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____.

Change requested by _____

Date _____

Change recommended by _____

Date _____

Change accepted by _____

Date _____

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
FOR PREVAILING WAGES**

STATE OF _____)

) ss:

COUNTY OF _____)

I, _____, _____, of the
(Affiant) (Title)

_____, do hereby certify that the wages paid
(Name of Contractor/Subcontractor)

to all employees for the full number of hours worked in connection with _____

_____ during the period from _____ to
(Description of Project) (Start)

_____ is in accordance with the minimum rate of wages prescribed by
(End)

the contract documents.

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

(Signature of officer/ agent)

Sworn to before me this _____ day of _____, 20____.

Notary Public

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

AFFIDAVIT OF COMPLETION

STATE OF _____)
) ss:
COUNTY OF _____)

being first duly sworn, deposes and says that he/she is _____
(sole owner, a partner, president, secretary, etc.)

of _____

The Party that entered into a contract with the PORTAGE PARK DISTRICT on the
day or _____ 20 ____ for the construction of the Morgan Park Trail Project, and that
all claims and obligations for services, labor, tools, appliances, materials, equipment, and
damages to personal property and/or bodily injury arising in connection with this contract have
been satisfactorily settled, and that the rate of wages paid has been in compliance with Chapter
4115 of the Ohio Revised Code.

SIGNED: _____
Sworn to and subscribed before me, a Notary Public this
day of _____, 20____.

Notary Public

My commission expires _____, 20____.
(SEAL)



John R. Kasich
Governor

Jacquiline T. Williams
Director

PREVAILING WAGE GUIDE

(Revised January 2018)

OHIO DEPARTMENT OF COMMERCE

Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov
TTY/TDD: 1-800-750-0750

The Ohio Department of Commerce is an Equal Opportunity Employer and Service Provider

This packet of information is provided as a summary of the Prevailing Wage guidelines and responsibilities. The Ohio Revised Code, Chapter 4115 should be referred to for the exact wording of the law. Also included are references and forms which should be helpful in the compliance of the Prevailing Wage Law.

PACKET INFORMATION INDEX

- A. The Ohio Department of Commerce-Division of Industrial Compliance, Wage and Hour Administration Investigators and their assigned counties**
 - 1. The Wage and Hour Investigators for the State of Ohio are listed with their contact information.
 - a. If you have questions or need assistance pertaining to Prevailing Wage, you can contact the Investigator in your area.
- B. Prevailing Wage Guide for Public Authorities**
 - 1. Notice of change of the Prevailing Wage Threshold Level.
 - a. A notification will be sent to you when there is a change of the Prevailing Wage threshold level
 - 2. Outline of the Public Authority's responsibilities for Prevailing Wage.
 - 3. Public Authority's Compliance Checklist form.
 - a. A form for tracking the progress of a Prevailing Wage project
 - 4. Request form for Prevailing Wage Rates.
 - a. Prevailing Wage Rates can be obtained on the website www.com.ohio.gov
 - (1) Prevailing Wage Determination Schedule of wages must be attached to and made part of the specifications for the project, and must be printed on the bidding blanks where the work is done by contract.
 - 5. Bid Tabulation form
 - a. A form to be completed and returned to ODOC-DIC-Bureau of Wage and Hour Administration when the contract has been awarded.
 - 6. Prevailing Wage Bonds form
 - a. Information needed to be kept on file by the Prevailing Wage Coordinator when bonds from the Public Authority are used for a project.
- C. Prevailing Wage Guidelines for the Public Authority's Coordinator**
 - 1. Guideline for the Prevailing Wage Coordinator
 - a. The Prevailing Wage complaint form and instructions can be obtained on the website www.com.ohio.gov
 - 2. Record of the Certified Payroll Reports Received form
 - a. Helpful form for recording the Certified Payroll Reports and the dates received from the contractors and subcontractors.
 - 3. Employee Interview form
 - a. Helpful form for the use by the Prevailing Wage Coordinator when making on-site visits.
 - 4. Employee vs. Independent Contractor
 - a. Helpful questions when determining if a person is an Employee or an Independent Contractor.
- D. Prevailing Wage Guide for Contractors**
(Incorporate this section in the Specifications or supply copies for the pre-construction meeting.)
 - 1. Outline of responsibilities for the Prevailing Wage Contractor
 - 2. Notification form from the Contractor to the Employee
 - a. The contractor must submit to employees a completed and signed notification form.
 - b. Some Prevailing Wage Coordinators may require a copy of the completed Notification to the Employee form be submitted with the Certified Payroll Reports.
 - 3. Certified Payroll Report form
 - a. The contractor can use any form/format he chooses as long as ALL the information has been provided.
 - 4. Certified Payroll Report form instruction sheet
 - 5. Corrected Certified Payroll Report Example
 - 6. Affidavit of Compliance form
 - a. No Public Authority shall make final payment unless the Final Affidavits have been filed by the contractors and subcontractors.



John R. Kasich
Governor

Jacqueline T. Williams
Director

INVESTIGATORS CONTACT INFORMATION

(Revised January 2018)

OHIO DEPARTMENT OF COMMERCE

Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov
TTY/TDD: 1-800-750-0750

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OHIO DEPARTMENT OF COMMERCE
 Division of Industrial Compliance
 Bureau of Wage and Hour Administration
 Chief, Stephen Clegg

6606 Tussing Road, PO Box 4009
 Reynoldsburg, Ohio 43068-9009
 614-644-2239
 Fax: 614-728-8639
<http://www.com.ohio.gov>

INVESTIGATORS and THEIR HEADQUARTER COUNTY

#48 Dave Horvath PO Box 1512 Lima, Ohio 45802-1512 Voice: (419) 302-1200 Fax: (614) 728-8639 Dave.Horvath@com.state.oh.us	Allen *
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John R. Kasich
Governor

Jacqueline T. Williams
Director

PREVAILING WAGE GUIDE FOR PUBLIC AUTHORITIES

(Revised January 2018)

OHIO DEPARTMENT OF COMMERCE

Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
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PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

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

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

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2018:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$91,150
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,309

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

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
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Public Authority Responsibilities
ORC Chapter 4115: Wages and Hours on Public Works
(Prevailing Wage Coordinator)

1. Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the public authority shall have the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.
 - a) "New" construction has a threshold level of \$250,000.
 - b) "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" has a threshold level of \$75,000.
 - c) "New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction has a threshold level of \$91,150.
 - d) "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction has a threshold of \$27,309.
 - i.) Thresholds are to be adjusted biennially by the Director of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration.
 - ii.) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census, but may not increase or decrease more than 3% for any year.
2. Every contract for public work shall contain a provision that each worker employed by the contractor or subcontractor, or other person about or upon the public work, must be paid the prevailing rate of wages.
3. If contracts are not awarded or construction undertaken within ninety days (90) from the date of the determination of the prevailing wage there shall be a re-determination of the wage rates before the contract is awarded.
4. Within seven (7) working days after the receipt of notification of a change in the prevailing wage rates, the public authority shall notify all affected contractors and subcontractors. If it is determined that a contractor or subcontractor has violated sections 4115.03 to 4115.16 of the Ohio Revised Code because they were not notified as required, **the public authority is liable** for any back wages, fines, damages, court costs and attorney's fees for the period of time covering the receipt of wage changes, until they give the required notice.
5. No public authority shall award a contract for a public improvement to any contractor or subcontractor whose name appears on the list of debarred contractors. This list is filed with the Secretary of State by the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration **The filing of the notice of conviction with the secretary of state constitutes notice to all public authorities.** These contractors are prohibited from working on public improvements for periods ranging from one to three years. The list of debarred contractors can be located on the website www.com.ohio.gov/laws
6. A public authority must designate and appoint **one of its own employees** to serve as the Prevailing Wage Coordinator during the life of the contract for constructing the public improvement. A Prevailing Wage Coordinator must be appointed no later than ten days before the first payment of wages by contractors to employees working on the public improvement.

PUBLIC AUTHORITY'S COMPLIANCE CHECKLIST FOR PREVAILING WAGE

Project:		Number:	
Department:		Phone#:	
PW Coordinator:		Phone#:	
Architect/Engineer:		Phone#:	
Contractor:		Phone#:	
Contact Person:		Title:	
General Contractor:		Prime Contractor:	
		Construction Mgr:	
Date Completed		Compliance Item Description	
	1.	Request Prevailing Wage Determination Schedule from ODOC-DIC-Wage & Hour	
	2.	Received Prevailing Wage Determination Schedule	
	3.	Incorporate Determination Schedule in Specs./Bidding Blanks	
	4.	Incorporate notice of Prevailing Wage requirements in Invitation for Bids/Notice to Bidders	
	5.	Incorporate Prevailing Wage requirements in Contract	
	6.	Submit complete Invitation for Bid to ODOC-DIC-Wage & Hour	
	7.	Invitation for Bids	
	8.	Bid Opening	
	9.	Check Listing of Violators	
	10.	Award of Contract. (see note)	
	11.	Submit Bid Tabulation/Award to ODOC-DIC-WAGE & HOUR	
	12.	Notice to Successful Bidder	
	13.	Work Commenced...(see note)	
	14.	Appoint Prevailing Wage Coordinator	
	15.	Received list of Subcontractors' names, addresses, phone #'s & email's	
	16.	Received Payroll Date Schedule	
	17.	Received Registered Apprenticeship Agreement Certifications	
	18.	Received Deduction Agreements	
	19.	Received Payroll Reports with Certification...(see attachment)	
	20.	Visited project site	
	21.	Received Changes to Determination Schedule	
	22.	Notice to Contractors of Determination Schedule change	
	23.	Request Final Compliance Affidavit from contractors & subcontractors	
	24.	Received Final Affidavits from all contractors & subcontractors	
	25.	Certify Final Payment	

Note: If contract is not awarded or construction undertaken within 90 days from the date of establishment of the Prevailing Wage Rates, a re-determination of the Prevailing Wage Rates is required.

REQUEST FOR STATE OF OHIO PREVAILING WAGE RATES

Date		(Mark (X) One) - Residential - Construction	
Project Information (only one project and one county per request form please)			
County of Project	Project Name		This form MUST be filled out COMPLETELY & CORRECTLY for us to process your request. Forms not completed correctly will be RETURNED TO THE SENDER.
Site Address	City		
Owner/Public Authority			
Address		Telephone Number	ODOC-DIC-WAGE & HOUR DATE STAMP
City	Zip Code		
PW Coordinator	Telephone Number		
Issuing Authority of Bonds	Type of Financing		
Estimated Total Overall Project Cost			PLEASE MAIL THIS REQUEST TO: Ohio Department of Commerce Division of Industrial Compliance Bureau of Wage & Hour Administration 6606 Tussing Road, PO Box 4009 Reynoldsburg, Ohio 43068-9009 PHONE: (614) 644-2239 FAX: (614) 728-8639
- New Construction - "Old" Construction * A copy of this form will be returned to you with your wage rates. You must send that copy to us with your bid tabulations once the contract has been awarded.			
Expected Date of Contract Award			
Projected Completion Date			
Send Wage Rates to: (contractors are charged \$5.00 per county)			ODOC-DIC-W&H DATE STAMP (bid tab)
- Mail - Pick Up - Federal Express Account Number			
Name	Company or Public Authority		
Address			
City	Zip	Telephone Number	
* "Old" construction is reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.			

INDUSTRIAL DEVELOPMENT BONDS

Bond Projects require the Public Authority to keep the following information on file			
1. Type of Bonds issued:		Amount:	
2. The total cost of the Project:			
3. The other type of financing involved in the project:			
4. Portion of the project being constructed with each type of financing:			
5. Are Prevailing Wage Rates being applied to all construction on the project: ~ Yes ~ No			
6. The name of the political subdivision who issued the bonds:			
7. When were the bonds issued:			
8. For what purpose were the bonds issued:			
9. Who handles the funds once the bonds are sold:			
10. Who is the lending institution that purchased the bonds:			
11. How are the funds to be paid out:			
12. When are the funds to be paid out:			
13. Who is the Bond Council:			
14. Who has been appointed as the Prevailing Coordinator:			
PWC Address:			
City:	OHIO	Zip:	Telephone #:
15. Obtain a copy of the inducement and other official documents for the issuance of the bonds.			



John R. Kasich
Governor

Jacqueline T. Williams
Director

PREVAILING WAGE GUIDELINES

FOR THE

PUBLIC AUTHORITY'S

PW COORDINATOR

(Revised January 2018)

OHIO DEPARTMENT OF COMMERCE

Division of Industrial Compliance and Labor

Bureau of Wage and Hour Administration

6606 Tussing Road, PO Box 4009

Reynoldsburg, Ohio 43068-9009

Phone: 614-644-2239

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Prevailing Wage Coordinator Guidelines

For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

- A. Attend any pre-bid and/or pre-construction meetings.
 - 1. To explain the prevailing wage rate requirements.
 - 2. To explain the contractor's responsibilities.
- B. Set up and maintain files containing all contractors' and subcontractors' payroll reports, affidavits, and related documents. These files must be available for public inspection.
- C. Obtain from each contractor a list of their subcontractors' names, addresses, telephone numbers, and email addresses.
- D. Require each contractor and subcontractor to provide their project dates. This will be used to make a time schedule for receiving their certified payrolls.
- E. Obtain from each contractor, the name and address of their Bonding\Surety Company.
- F. Obtain from out-of-state corporations, the name and address of their Statutory Agent. (This agent must be located in the State of Ohio and registered with the Ohio Secretary of State.)
 - 1. Records made in connection with the public improvement must not be removed from the State of Ohio for the period of one year following the completion of the project.
- G. Supply contractors with any changes in the Prevailing Wage Rates.
- H. Within two weeks after the first pay, obtain a certified payroll report from each contractor. A certified report is one that is sworn to and signed by the contractor.
 - 1. If the job will exceed four months, all reports after the initial report can be filed once per month. (The initial report must be filed within two weeks.)
 - 2. If the job will last less than four months, all reports are to be filed weekly after the initial report.
- I. Establish and follow procedures to monitor compliance by contractors and subcontractors.
 - 1. Visit project to verify posting requirements and job classifications.
 - 2. Review certified payroll reports to ensure they are submitted in a timely fashion and complete with the following information for each employee:
 - a) Name, current address, and their social security number or last 4 when permitted
 - b) Classification (must be specific for laborers and operators, including level)
 - c) Hours worked on the project
 - d) Hourly rate
 - e) Fringe benefits, if applicable
 - f) Total hours worked for the week (all jobs)
 - g) Gross wages, all deductions, net pay
 - 3. Compare rates and fringes reported to rates in prevailing wage schedule.
- J. Upon completion of the project and prior to the final payment, require an affidavit of compliance from each contractor and subcontractor. No public authority shall make final payment to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor and subcontractor. (O.R.C. section 4115.07)
- K. Report any non-compliance to Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage & Hour Administration. The PW complaint form and instructions can be obtained on the website www.com.ohio.gov.

RECORD OF THE CERTIFIED PAYROLL REPORTS RECEIVED

Project:		Number:
Contractor:		Phone #: Email:
General Contractor:	Prime Contractor:	Subcontractor:
Date work commenced:	Completed:	Final Affidavit:

Payroll	Payroll Date	Date Received		Payroll	Payroll Date	Date Received
1				33		
2				34		
3				35		
4				36		
5				37		
6				38		
7				39		
8				40		
9				41		
10				42		
11				43		
12				44		
13				45		
14				46		
15				47		
16				48		
17				49		
18				50		
19				51		
20				52		
21				53		
22				54		
23				55		
24				56		
25				57		
26				58		
27				59		
28				60		
29				61		
30				62		
31				63		
32				64		

PREVAILING WAGE INVESTIGATIONEMPLOYEE INTERVIEW

Failure to complete this interview form may reduce our ability to recover back wages which may be owed to you

Project:		Case #:	
Address:		City:	County:
Employee Name:		Last 4 digits of the SS#:	
Address:		City:	State: Zip:
Telephone #: (Home)	(Work)	Email:	Best time to be reached:
Another source by which we can contact you (Someone not living at your address):			
Name:		Relationship:	Telephone #:
Contractor's Name:		Telephone #:	
Address:		City:	State: Zip:
Date hired:	Date started on this project :	Approximate hours - Straight time:	Overtime:
Method of recording hours: - Time Card - Called into office		Recorded by: - Employee - Foreman	
Did you keep a personal record of your hours worked on this project? - Yes - No		Do you have check stubs? - Yes - No	
Did anyone else keep a personal record ? - Yes - No		If yes, who:	
List your job classification(s):		- Journeyman - Helper - Apprentice - Level	
List your specific job duties:		List tools\equipment used:	
Hourly rate of pay for this project:		Your regular rate of pay:	
Fringe benefits paid by contractor: - None - Health Insurance - Life Insurance - Pension - Bonus - Vacallon - Amount _____ - Hollidays - Amount _____ - Apprenticeship training - Profit Sharing - Other (list):			
Did you work overtime? - Yes - No		Were hours over 40 per week paid at time and one half? - Yes - No	
When is your pay day?		Method of payment: - Check - Cash - Direct Deposit	
List names of co-workers on this project:			
Comments:		Please provide a detailed list of the dates, times and hours worked within each classification that may apply to the work performed on a separate sheet.	
SIGNATURE AND NOTARY Alliant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued of those persons who "knowingly swear or affirm the truth of a false statement when the statement is sworn or affirmed before a notary public." Sworn to before me and subscribed by the said _____ In my presence this _____ day of _____, 20_____. _____ Notary Public		I hereby certify that this is a true statement to the best of my knowledge and belief Signature _____ Date _____ Return to: Ohio Department of Commerce Division of Industrial Compliance & Labor Bureau of Wage and Hour Administration 6608 Tussing Road P O Box 4009 Reynoldsburg, Ohio 43068-8909 (614) 644-2239 www.com.ohio.gov	
Signature of PW Coordinator		Date	

EMPLOYEE VS. INDEPENDENT CONTRACTOR

EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the employer have the right to control and direct worker?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker receive instructions about how and where the work is to be done instead of the employer merely specifying the desired result?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Is payment based on time spent rather than a set price for the work to be performed?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker devote virtually all his working time to the employer rather than offering services to the general public?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the worker performing services make their services available to the general public and/or other businesses?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Is there a continuing relationship between employer and worker?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Can the worker be discharged at will?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Did the employer train the worker for the job?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input checked="" type="checkbox"/> YES	Does the employer have employees performing the same work as the independent contractor?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR

EMPLOYEE VS. INDEPENDENT CONTRACTOR-continued

EMPLOYEE	↔	<input type="checkbox"/> YES	Does the worker perform services personally rather than delegating them to others?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Does the employer set a specific time when the individual services are to be performed?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Does the employer furnish the tools and materials used by the worker performing services?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> YES	Is the employer assuming all the financial risk, rather than the worker making a significant financial investment in the job and having the opportunity to realize a profit or loss from the work?	<input type="checkbox"/> NO	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the individual performing the services publicly advertise those services in for example, the newspaper or yellow pages ?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the Individual performing the services have a business license?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR
EMPLOYEE	↔	<input type="checkbox"/> NO	Does the individual performing the services operate d.b.a. or under a tradename?	<input type="checkbox"/> YES	↔	INDEPENDENT CONTRACTOR



John R. Kasich
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Director

PREVAILING WAGE GUIDE

FOR

CONTRACTORS

(Revised January 2018)

OHIO DEPARTMENT OF COMMERCE

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Bureau of Wage and Hour Administration

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OHIO DEPARTMENT OF COMMERCE Division of Industrial Compliance Bureau of Wage and Hour Administration Chief, Stephen Clegg	6606 Tussing Road, PO Box 4009 Reynoldsburg, Ohio 43068-9009 614-644-2239 Fax: 614-728-8639 http://www.com.ohio.gov
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PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

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

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

Penalties for violation

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

Intentional Violations

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

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

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.

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

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

PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.05...the contractor or subcontractor shall furnish each employee NOT covered by a collective bargaining agreement written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:		Job Number:	
Contractor:			
Project Location:			
Prevailing Wage Coordinator		Employee	
Public Authority:		Name:	
Name of PWC:		Street:	
Street:		City:	
City:		State/Zip:	
State/Zip:		Phone:	
Phone:		Email:	
		Last 4 Digits of SS #:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits *:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/
			/
Hourly fringe benefits paid on your behalf by this company (Yearly amount the company pays divided by 2080):			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Other (Specify)		Training	
Other (Specify)		Total Hourly Fringes *	
Contractor's Signature:			Date:
Employee's Signature:			Date:

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

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

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4089
Reynoldsburg, Ohio 43068-9089
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project)

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

Payroll Information by column:

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

Certified Payroll Report

Report for:

Company:¹⁾

Address:

City, State, Zip

Phone No.

☐ Check if Subcontractor¹⁾

If Sub, GC/Prime Contractor Name:

Contract No:

Payroll No:

Project Name & Location:

Week Ending:

Public Authority (Owner):

Sheet:²⁾

of

1. Employee Name, Address, & SSN (Last 4 digits if permitted)	2. Work Class ³⁾	3. Prevailing Wage Project Hours Worked - Day & Date	4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes:				8. Total				9. Total		10. Total Deductions	11. Net Pay on All Jobs	
						Fringe Rate Your Company Pays Per Hour				Fringe Rate Your Company Pays Per Hour				Gross on All Jobs				Total
						H&W	Pens	Vac	Hol	Other	Total	H&W	Pens	Vac	Hol			
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in CRC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the valid falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title

Signature

Date

11/14 jc

²⁾ Attach additional sheets as necessary.

³⁾ Type in continuous line, text will wrap.

DO NOT REDO FORM AND CHANGE RATES IF
AN ERROR HAS BEEN MADE! SUBMIT A
CORRECTED REPORT:

**** CORRECTED ****

CORRECTED FORMS CAN BE HANDWRITTEN

CERTIFIED PAYROLL REPORT

Employer Name & Address Fill out all other areas of the form as usual		Name of General / Prime Contractor		Project Name & Location		Contracting Office/Agency		Difference in base rate & corrected base rate if applicable.				
Check if subcontractor <input type="checkbox"/>		Week Ending		Payroll # Contracting from xx to xx		Page <u> </u> of <u> </u>		Project Number				
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date		4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringe: Cash, Approved Plans, Cash & Approved Plans	8. Total Hrs All Jobs	9. Total Gross All Jobs	10. Taxes Withhold	11. Other Deducts	12. NET Paid
Name/Address/SSN	Class	OT 6t					HMW Plans Vac App Other					
Name/Address/SSN	Class	Put the period that is being corrected, i.e.: Oct 26 to Dec 19, not individual weekly dates.										
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Fill in

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

Name and Title Complete

Signature Sign

Send cover letter stating what happened, with a signed letter from the employee acknowledging that they were underpaid, received payment, check or transaction number.

**FINAL
AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES**

I, _____, _____ do hereby certify
(Name of person signing affidavit) (Title)

that the wages paid to all employees of : _____
(Company name)

for all hours worked on project: _____
(Project name)

(Project location)

During the period from _____ to _____ are in compliance with
(Project Dates)

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

(Signature of Officer or Agent)

(Print Name of Officer or Agent)

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

(Notary Public)

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

Prevailing Wage Determination Cover Letter

County:

Determination 06/22/2018

Date:

Expiration Date: 09/22/2018

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

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

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

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

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

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

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

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

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

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

[illegible]

1st Year	50.00	\$18.16	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.02	\$42.10
2nd Year	60.00	\$21.80	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.65	\$47.55
3rd Year	70.00	\$25.43	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.28	\$53.00
4th Year	80.00	\$29.06	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.91	\$58.45
Field Mechanic Trainee												
1st Year	49.88	\$18.12	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.97	\$42.03
2nd Year	59.85	\$21.74	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.59	\$47.47
3rd Year	69.80	\$25.36	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.21	\$52.89
4th Year	79.78	\$28.98	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.83	\$58.33

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

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

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

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

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

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

ASHTABULA, CUYAHOGA, ERIE,
GEAUGA, LAKE, LORAIN, MEDINA,

employed (1) Registered Apprentice or Trainee PORTAGE, SUMMIT Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Special Jurisdictional Note :

Details :

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

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

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

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); All Asphalt Rollers; Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotovator (lime-soil Stabilizer); Switch & Tie Tamperers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete

(more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines and Generators; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour)

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

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

Class 6 - Master Mechanic

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2018fbLaborHevHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Laborer Group 1	\$31.05	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.10	\$57.63
Group 2	\$31.22	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.27	\$57.88
Group 3	\$31.55	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.60	\$58.38
Group 4	\$32.00	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.05	\$59.05
Watch Person	\$23.35	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$34.40	\$46.08
Apprentice	Percent										
0-1000 hrs	60.00	\$18.63	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$29.68	\$39.00
1001-2000 hrs	70.02	\$21.74	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$32.79	\$43.66
2001-3000 hrs	80.00	\$24.84	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$35.89	\$48.31
3001-4000 hrs	90.00	\$27.94	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$39.00	\$52.97
More Than 4000 hrs	100.00	\$31.05	\$6.90	\$3.60	\$0.45	\$0.00	\$0.00	\$0.10	\$0.00	\$42.10	\$57.63

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, ERIE, HURON, LORAIN,
LUCAS, MAHONING, MEDINA, OTTAWA,

PORTAGE, SANDUSKY, STARK, SUMMIT,
TRUMBULL, WOOD

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Name of Union: Labor Local 894 Building

Craft : Laborer Effective Date : 06/01/2018 Last Posted : 05/25/2018

Special Calculation Note : \$0.10 for LECET is for Labor Management

Jurisdiction (* denotes special

jurisdictional note) :
MEDINA, PORTAGE, SUMMIT

1 Apprentice to 1 Journeymen
1 Apprentice to 4 Journeymen

Special Jurisdictional Note :

Details :

Group 1

Building & Construction Laborer, Welder Helper, Carpenter Tender, Landscape Laborer, Mason Tender, Concrete Bucket Tender, Concrete & Construction Specialist, Asbestos Laborer, Toxic/Hazardous Waste Laborer, Lead Removal, Level D

Group 2

Air Driven Boring Machine, Tamper Operator, Asphalt Raker, Paving Bed Maker, Concrete Puddler on Building Work, Concrete Batch Dumper, Materials Mixer, Wire Mesh Handler, Hook-up on Demolition Work, Scaffold Erector, Structural, Precast Erector, Power Tools - Air, Gas or Electric, Hazardous Waste Laborer, Lead Removal Level C

Group 3

Pipe Layer, Rock Driller, Mucker-Tunnel, Burner, Form Setter, Power Saw Jackhammer, Bottom Man, Hod Carrier, Power Buggy or Power Wheelbarrow, Bob Cat, Skid Steer Work and or similar, Hazardous Waste Laborer, Lead Removal Level B

Group 4

Gunnite Nozzle Man, Tunnel Miner, Water Link Caulker, Dynamite Man, Structural Precast Welder, Pump Hose Nozzle Man, Hazardous Waste Laborer, Lead Removal Level A

Group 5

Watchman

Hazardous Waste Removal and Lead Abatement:

For Laborers, working in an exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required.

Level A

When the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves; cool vests and voice-activated radios are optional equipment sometimes worn.

Level B

Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level A situation.

Level C

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available.

Level D

Protective Equipment to be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

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

Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017

[illegible]

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate

Skilled Crafts

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

Change # : CN1-2017-fbBldgHwy

Craft : Truck Driver **Effective Date :** 07/05/2017 **Last Posted :** 07/05/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECE T (*)	MISC (*)		
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$26.91	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.87
Apprentice	Percent										
First 6 months	80.00	\$21.53	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$36.03	\$46.79
7-12 months	85.00	\$22.87	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$37.37	\$48.81
13-18 months	90.00	\$24.2	\$7.00	\$7.30	\$0.2	\$0.0	\$0.0	\$0.0	\$0.0	\$38.7	\$50.83

		2			0	0					2	
19-24 months	95.00	\$25.56	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.06	\$52.85
25-30 months	100.00	\$26.91	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.87

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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