

CITY OF YOUNGSTOWN

CONTRACT AND BIDDING DOCUMENTS

FOR LABOR AND MATERIALS

PROJECT NAME:

**CITY WIDE CONCRETE BLEACHERS DEMOLITION
PROJECT - REBID 1**

(To be submitted with the Bid)

JOHN A. McNALLY, MAYOR
CHARLES T. SHASHO, DEPUTY DIRECTOR OF PUBLIC WORKS

PREPARED BY:
CITY OF YOUNGSTOWN
DEPARTMENT OF PUBLIC WORKS

VOLUME 1 OF 2

NOVEMBER 2016

YOUNGSTOWN CITY COUNCIL

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MARTIN HUME, LAW DIRECTOR

DAVID BOZANICH, FINANCE DIRECTOR

DEPUTY DIRECTOR OF PUBLIC WORKS

CHARLES T. SHASHO

GENERAL INSTRUCTIONS

IN ORDER TO COMPLETE CONTRACT DOCUMENT BOOK PROPERLY, BIDDERS MUST:

1. READ INSTRUCTIONS TO BIDDERS, SECTION 2.
2. FILL OUT SECTION 3 (PROPOSAL).

ALL APPLICABLE PAGES MUST BE COMPLETELY WRITTEN IN, IN INK OR TYPED.

ANY PAGES REMOVED FROM BOOK MUST BE REPLACED IN ITS PROPER PLACE AND ENTIRE CONTRACT BOOK RETURNED, INTACT WITH BID.

NOTE:

DOUBLE CHECK YOUR BID, ERRORS OR OMISSIONS COULD RESULT IN YOUR BID BEING DECLARED INFORMAL.

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NOTE:

BIDS ARE SUBMITTED BY FULLY COMPLETING SECTION 3 OF PROPOSAL, AND SECTION 6, AS DIRECTED.

PLEASE NOTE:

ENTIRE CONTRACT BOOK **MUST BE** RETURNED INTACT WHEN SUBMITTING BID.

SECTION 1

Advertisement For Bids

DESCRIPTION

PAGES

Advertisement

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ADVERTISEMENT FOR BIDS

The City of Youngstown is formally soliciting bids for:

CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT-REBID 1

In the City of Youngstown, Mahoning County, Ohio, the Director of Finance will receive sealed bids for the above referenced project until 12:00 noon, Eastern Standard Time on **Friday, November 18, 2016** at the Office of the Director of Finance, Third Floor, City Hall, Youngstown, Ohio, and publicly opened and read aloud at Council Chambers, Sixth Floor, City Hall, Youngstown, Ohio, immediately thereafter for furnishing material and performing the labor for the execution of the above mentioned project.

Plans, specifications, and bidding forms are on file at the office of CENTRAL PURCHASING, THIRD FLOOR, CITY HALL, where they may be obtained for a fee of Fifty (\$50.00) which is non-refundable.

The Board of Control reserves the right to reject any or all bids and to waive any informalities in bidding.

Each bidder will be required to complete and file with his/her bid, a Proposal Guaranty and Performance/Payment Bond (O.R.C. Section 153.571) contained in the contract documents, with a surety company executing the bond. The surety company must be listed on the Treasury Department's most current list (Circular 570 as amended), and must be authorized to transact business in the State of Ohio.

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

A Bid Bond of (10%) of the total amount bid, as a guarantee that in the event the bid is accepted, and the contract awarded to the bidder, said Bond shall convert to a (100%) Performance/Payment Bond, assuring that the contractor will perform the work upon the terms proposed, within the time specified, in accordance with the plans and specifications; and conditioned for the payment by the contractor and all subcontractors for labor performed and materials furnished in connection with the Project.

Bids of corporations not chartered in Ohio must be accompanied by proper certification that the corporation is authorized to do business in Ohio.

The Bidder's attention is also called to the conditions of construction, and the wage rates required to be paid under this contract. The successful Bidder is required to pay at least the pre-determined minimum wage rates as set forth in the contract documents.

This contract is subject to the provisions of the President's Executive Order 11246, to the City of Youngstown Ordinance numbers 547.21, 547.23, and 547.28, and the Governor's Executive Order of January 27, 1972.

A Bidder/Contractor will be deemed committed to the goals of the Youngstown Bid Conditions by submitting a properly signed bid. All bidders must fill in all of the blanks on the proposal forms in ink, or typewritten. The entire Contract Book must be submitted intact with the bid.

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 ALL PROSPECTIVE BIDDERS, A PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM, ON WEDNESDAY NOVEMBER 9, 2016 IN THE ENGINEERING DEPARTMENT CONFERENCE ROOM, FIFTH FLOOR CITY HALL BUILDING, 26 SOUTH PHELPS STREET, YOUNGSTOWN, OHIO 44503.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.

THE CITY OF YOUNGSTOWN
DAVID BOZANICH
DIRECTOR OF FINANCE

ADVERTISE:

NOVEMBER 1, 2016
NOVEMBER 8, 2016

SECTION 2**Instructions to Bidders**

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GENERAL CONDITIONS
AND
INSTRUCTION TO BIDDERS
CITY OF YOUNGSTOWN, OHIO

CONTRACT DOCUMENTS:

The documents covering the performance of the project include the Advertisement, Instructions to Bidders, Proposal, Proposed Contract, Contract Bond or Bonds, Sections 5 through 9 of this document, Standard Specifications, and when applicable, Supplementary Specifications, Contract Drawings, Addenda, Plans, Change Orders and Subsidiary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of a contract.

STANDARD SPECIFICATIONS:

As amended by this document, or the Charter of the City of Youngstown, the State of Ohio, Department of Transportation Material Specifications dated January 1, 2013, shall be deemed as Standard Specifications and are an integral part of the Contract Documents relating to construction under this contract and subject to additional supplementation and/or amendment in Supplementary Specifications hereto attached. The Standard Specifications contain the General Provisions, Detailed Provisions and Item Specifications.

All item numbers contained in the proposal refer to appropriate item numbers in the specifications. Items in the specifications not included in the proposal are not to be considered as part of this contract except as specifically referred to in the specifications.

BIDDING PROCESS

The Deputy Director of Public Works shall supervise and administer the bidding process, and shall provide such supplemental information to bidders as is necessary and appropriate. Upon receipt of all bids, the Deputy Director of Public Works shall review the bids and present to the Board of Control his recommendation for contract award. After the Board of Control makes its determination and enters into a contract for the Project, the Deputy Director of Public Works shall supervise and administer such contract, and shall make all decisions regarding actions on change orders and other construction contract changes.

Instructions to Bidders (continued)

BILLING

Any bills submitted for payment shall be submitted to, and promptly reviewed by, the Deputy Director of Public Works or his designee. If the Deputy Director of Public Works recommends payment, the bills will be processed by him for payment by the City.

PLANS AND SPECIFICATIONS:

Bidders are advised to carefully examine the Contract Drawings and Specifications for the proposed work. The Contract Drawings show the surface and underground structures likely to affect the performance of the work, insofar as they have been determined, but the information shown is not guaranteed as being correct and complete. Bidders are expected to examine the Contract Drawings, the location of the work, and the location of the work underground, and judge for themselves all of the circumstances affecting the cost of the work or the time required for its completion.

CITY OF YOUNGSTOWN INCOME TAX:

The Contractor shall be responsible for deducting City of Youngstown income taxes from the salaries, wages and other compensation of all employees hired by him to perform the duties covered by this contract. The Contractor shall also be responsible for filing the reports and making payment to the Director of Finance of the City of Youngstown, Ohio, such income taxes withheld, in accordance with the City of Youngstown Income Tax Rules and Regulations.

The Contractor shall submit to the City of Youngstown, Ohio, his records, for auditing purposes, upon the request of the Director of Finance of the City of Youngstown, Ohio, and the Contractor shall be responsible for paying the City Income Tax based on the portion attributable to Youngstown of the net profits earned from sales made, work done or services performed or rendered under this contract, whether or not the Contractor has an office or place of business in Youngstown.

The Contractor shall comply with all other applicable provisions of the City of Youngstown Income Tax Ordinance and Rules and Regulations issued thereunder.

The Director of Finance is hereby authorized to withhold payment of any amount due under the terms of this contract until the applicable provision of the City Income Tax Ordinance and Rules and Regulations issued thereunder have been properly complied with.

Instructions to Bidders (continued)

BIDDING REQUIREMENTS AND CONDITIONS:

ITEM 102.01 PREQUALIFICATION OF BIDDERS

All contractors expecting to bid who are not currently pre-qualified with the Ohio Department of Transportation, shall, upon the request of the Deputy Director of Public Works, file a confidential financial statement and experience questionnaire within three (3) days after the receipt of bids by the City of Youngstown for this project. The questionnaire shall be in accordance with 5525.02 to 5525.09 inclusive, ORC and Rules and Regulations for qualification of Bidders promulgated thereunder (foreign Contractors-See 5525.18 ORC and Rule VIII of above Rules and Regulations).

The above requirements and conditions shall be in conformance with the State of Ohio, Department of Transportation Material Specifications, dated January 1, 2013.

ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Deputy Director of Public Works at City Hall, Youngstown, Ohio, and to be given consideration must be received at least six 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 mailed by registered mail with return receipt requested (at the respective addresses furnished for such purpose), to all parties of record as having taken out a full set of plans and specifications, not later than four 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 the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of the City or any other contractor, or infringe on the rights, safety and convenience of the Public.

Instructions to Bidders (continued)

EXAMINATION OF SITE:

Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of work and shall assume all patent and latent risks in connection therewith.

SOIL CONDITIONS:

Subject to the convenience of the City, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to the original conditions.

The City of Youngstown does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Youngstown represent that the plans and specifications drawn are based upon any data so obtained.

The City of Youngstown does not make any representation as to the soil conditions to be encountered or as to foundation materials. The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

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 or lump sum prices stipulated for the various items of the work to be done under this contract.

In case the Contractor desires to obtain water from fire hydrants located along the site of the work, or from mains constructed under this contract and properly connected to the public water supply system, he may obtain such water but subject to all established charges and regulations. The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

Instructions to Bidders (continued)

WORKING FACILITIES:

The plans show, in a general 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.

OTHER CONTRACTS:

Bidders are advised that work, other than that specified in, or relating to this contract may be in progress at the project site during the performance of the work herein. Accordingly, bidders are warned that use of the site must be such as to avoid interferences.

PERMITS:

The Contractor shall take out all necessary permits from municipal or other authorities, and shall give all notices required by law or municipal ordinance. The charge or fee for any permit issued by the City of Youngstown shall be borne by the Contractor.

WAGE RATES:

See the requirements set for in Section 5 of this document.

Insofar as possible, local labor shall be employed on this work.

The contractor shall not engage in any conduct defined as unfair employment practice in Section 39.3 of the Revised Ordinance of the City of Youngstown 1952 (formerly Section 3 of Ordinance No. 51948) and the contractor shall insert a similar provision in all of his sub-contracts.

REQUIRED INSURANCE:

In accordance with the specifications, the contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed in the Insurance Requirements at the end of this section.

PREPARATION OF PROPOSALS:

Each bidder must submit a bid for each and every item of the proposal submitted, the amounts to be typed or printed clearly in figures, and failure to do so will render his bid irregular and subject to rejection. Conditions, limitations or provisions attached by the bidder to the proposal may also cause its rejection. If a bidder enters a unit price of ZERO dollars for any bid item, then the bid will be considered unbalanced and will be withdrawn from consideration.

Instructions to Bidders (continued)

Proposals must be submitted on the prescribed form. Proposals shall not be removed from the Contract Documents Book. All applicable blank spaces must be printed in ink or typed. If pages are removed for typing, they should be properly replaced. Each bidder must furnish in his proposal a summary of information relative to the facilities, ability and financial resources available for the fulfillment of the contract.

Submit Proposals in entire Contract Documents Book, in sealed envelopes bearing on the outside, the name of the bidder, his address, the name of the project and the number of the contract for which the bid is submitted. Bid deposits and Surety Bid Letters accompanying bids shall be sealed in the Bid Envelope.

Before award is made to a bidder not a resident of the state of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service can be made in event of litigation.

APPROXIMATE QUANTITIES FOR COMPARING PROPOSALS:

The quantities of work as given for each item in the Proposal are approximate and are given only as uniform basis for comparison of proposals. They are not guaranteed to be an accurate statement of estimated quantities or work that is to be performed under the contract, and any departure therefrom will not be accepted as valid grounds for any claim for damages or loss of profits.

PRICE BID:

The prices shall be typed in ink or typed in figures in the appropriate places in the proposals for the various items, and all bids will be considered irregular which contain items not specified in the forms of bids.

Bids will be compared on the basis of the aggregate cost as determined by the use of the schedule of approximate quantities contained in the Proposal.

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 proposal 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 a 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.

Instructions to Bidders (continued)

PROPOSAL GUARANTEE:

Each Proposal must be accompanied by a completed Proposal Guaranty and Performance/Payment Bond Form (Section 153.571 of the Ohio Revised Code) included in the Contract Book, which shall contain a Bid Bond of (10%) of the total amount bid, as a guarantee that in the event the bid is accepted, and the contract awarded to the bidder, said Bond shall convert to a (100%) Performance/Payment Bond that the Contract will be duly executed and its performance duly secured by the required Performance and Liability bonds. Bonds shall be in favor of the City of Youngstown.

DISPOSITION OF PROPOSAL GUARANTEE:

All deposits made with bids except those deposits made by the two lowest qualified bidders shall be returned to the person making the bid as soon as the two lowest qualified bidders are selected, but in any event within ninety (90) days after the receipt of bids. If the bidder to whom the award is made shall execute the contract and furnish the required bond or security for the performance of the contract within ten (10) days of award, such deposits shall be returned.

In case the bidder to whom such award is made shall fail to execute and secure a contract within ten (10) days, the award shall be vacated and the deposit forfeited as liquidated damages, and the contract may be awarded to the next lowest qualified bidder who shall thereupon execute the contract and furnish the required bond or security for the performance of the contract within ten (10) days or forfeit his deposit as liquidated damages.

BIDDER'S AFFIDAVIT:

Each bidder is required to duly execute the affidavit at the end of the proposal stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief.

WITHDRAWAL OF PROPOSAL:

No proposal may be withdrawn after it has been duly deposited with the Director of Finance. No bidder may withdraw his bid for a period of sixty (60) days after the opening of the bids.

COMPETENCY OF BIDDERS:

The City may make such investigation as it deems necessary to determine the ability and competency of the bidder to perform the work. Upon request, the bidder shall furnish evidence satisfactory to the City that he has the necessary conditions of the contract and specifications.

Instructions to Bidders (continued)

INFORMATION TO BE FURNISHED:

In considering bids for this work, particular attention will be given to the method of construction which the bidder plans to follow; the available experienced and skilled men which he plans to use in the performance of the work; the types of equipment and materials he plans to install; and he shall prepare and furnish this information in writing at the City's request.

Furthermore, the bidder must, prior to the award of the contract, be prepared to discuss in detail, all matters relating to these special features of the work with the end in view that the City may obtain high-grade workmanship and proper performance of the Contract.

LIST OF SUBCONTRACTORS:

Bidders shall furnish a list of all subcontractors they intend to employ on the work under this Contract; such a list shall be given on the form provided in the proposal section. Failure to include such a list will be construed as indicating that the Bidder will do all work required with his own forces. The employment of any Subcontractor, not indicated on the list submitted with the proposal, will not be allowed except with special permission of the City of Youngstown.

DOMESTIC STEEL REQUIREMENT:

All steel used in this contract shall be domestic steel produced in the United States of America.

RIGHT TO ACCEPT OR REJECT PROPOSALS:

The city may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The City reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable for the proper execution of this Contract. All contracts are to be awarded by the Board of Control in compliance with the City of Youngstown Home Rule Charter, Sections 106 through 114.

BASIS OF AWARD:

The award of the contract will be made to the lowest, most responsive, responsible and best qualified bidder, as the applicable law may provide, who meets the requirements of the Contract Documents. If alternate bids are solicited, the award will be based on bids submitted for the alternate, which is selected by the City of Youngstown Board of Control.

Instructions to Bidders (continued)

EXECUTION OF CONTRACT:

The bidder to whom the contract is awarded will be required to execute a written contract with approved sureties within ten (10) days from the date of the service of notice to that effect. In case he shall fail to do so, the Bid Deposit accompanying his proposal shall thereupon be forfeited to and the amount thereof retained by the City of Youngstown as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the bidder to execute the contract and furnish bond as aforesaid and the work may be re-advertised or let to the next lowest or next best bidder, as the City may determine.

PERFORMANCE/PAYMENT BOND

The successful bidder will be required to furnish a bond for the faithful performance of the contract in a sum not less than one hundred percent (100%) of the total price bid for the completed work, said bond to be that of an approved surety company authorized to transact business within the State of Ohio to the satisfaction of the City Law Director.

Agents of bonding companies, which write bonds for the performance of the contract, shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. A copy of this proof shall be attached to each copy of the contract.

The bond shall be purchased through a surety company having a local agent upon whom service of process can be made.

If, any time after execution and approval of this contract and the performance bond required by the contract documents, the City of Youngstown shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the City of Youngstown, the contractor shall, within ten (10) days after written notice of the City of Youngstown to do so, furnish a new or additional bond in form, sum and signed by such sureties as shall be satisfactory to the City of Youngstown. No further payment shall be deemed due nor shall any further payment be made to the contractor unless and until such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the contractor.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the City's Deputy Director of Public Works or his designated agent.

Instructions to Bidders (continued)

When such consent is given, the contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) of the total contract cost, except that any item designated in the contract as a "specialty item" may be performed by subcontract and the cost of specialty items performed by subcontract may be deducted from the total cost of contract before computing the amount of work required to be performed by the contractor with his own organization. No subcontract or transfer of contract shall in any way release the contractor of his liability under the contract and bonds. Request to sublet forms can be obtained in the City Engineering Department, and must be submitted as a requirement of the contract.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

PROGRESS SCHEDULE

Within ten (10) days after the award of the contract to him, the contractor shall submit a proposed program of operation, showing clearly how he proposes to conduct the work as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress, and the dates when his work will be sufficiently advanced to permit the installation of the work under other contracts. 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 Deputy Director of Public Works.

PROJECT COMPLETION

All bidders shall comply with Resolution 78-98 passed in City Council of Youngstown, Ohio dated July 13, 1978, whereas Bid Proposals contain additional language other than as now provided by the Youngstown Home Rule Charter and ordinances.

Section 1 of this Ordinance reads as follows: That all bid proposals from the City of Youngstown provide language wherein a contractor, as the successful bidder on a project, shall not be awarded a second contract based on a low bid until adequate performance is guaranteed by the bidder so that the project is completed on a date certain, and further that no project shall be neglected in favor of another project subject to a successful bid, and further that, in addition to the bid bonds as presently required by the Home Rule Charter and bid proposals, a liquidated damage clause be included to protect the City for any delay caused by a contractor in the responsibility to perform in a good workmanlike manner on any project for which he has been the successful bidder.

Instruction to Bidders (continued)

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Bidder agrees to commence work on or before a date to be specified in a written "Notice to Commence Work", and to fully complete the Project within **ONE HUNDRED TWENTY (120)** consecutive calendar days thereafter. Bidder agrees to pay as liquidated damages, the sum of **FIVE HUNDRED** dollars (**\$500.00**) for each consecutive calendar day thereafter that the project is not complete. Bidder shall also pay **ALL COSTS FOR A PROJECT INSPECTOR** for each consecutive calendar day thereafter that the project is not complete. The City retains the right to deduct the foregoing cost from the contract amount prior to the issuing of a final payment, and or to otherwise recover the amount in full from the Bidder.

WARRANTY:

If within one year from the date of Certificate of Acceptance of the work (unless a machinery and/or material guarantee or a manufacturer's specification provides for an extended period of time) any materials or workmanship furnished hereunder may be discovered by the City upon review and re-inspection to be defective, the contractor upon receipt of written notice from the City, shall promptly replace or remedy any defects to the City's satisfaction and as described in the Specifications, all without cost to the City. This obligation shall survive the termination of this contract.

DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Public Works. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Deputy Director of Public Works. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Deputy Director of Public Works shall be binding upon the Contractor and the Contractor shall abide by the decision.

PERFORMANCE DURING DISPUTE

Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Instructions to Bidders (continued)

REMEDIES

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Ohio. If the parties agree to arbitrate their disputes, the arbitrator(s) picked shall be mutually agreed upon, and in all instances shall have the professional knowledge, judgment, and experience in the character of the work done under this Contract.

RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, its Consultant, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- a. Termination for Convenience** The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its reasonable costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b. Termination for Default** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if: 1. the delay in completing the work arises from unforeseeable causes beyond the

Instructions to Bidders (continued)

control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, epidemics, quarantine restrictions, strikes, freight embargoes; *and* 2. the contractor, within ten (10) days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- c. **Opportunity to Cure** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a specified time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(INTENTIONALLY LEFT BLANK)

Instructions to Bidders (continued)

INSURANCE REQUIREMENTS

If any part of the work is sublet, insurance of the same types and limits as required by the below items labeled A, B, C, D, E, H and I shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform, including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

The required extent and limits of the types of insurance required from the Contractor for this Contract are as follows and as designated in the column marked "Required." The City of Youngstown reserves the right to increase or decrease the limits of insurance coverage as the City deems appropriate.

Item	Each Person	Each Accident	Per Occurrence	Required
A	XXXXXX	XXXXXX	XXXXXX	Yes
B	1,000,000	XXXXXX	1,000,000	Yes
C	XXXXXX	1,000,000	1,000,000	Yes
D	1,000,000	XXXXXX	1,000,000	Yes
E	XXXXXX	1,000,000	1,000,000	Yes
F	1,000,000	XXXXXX	XXXXXX	Yes
G	XXXXXX	1,000,000	1,000,000	Yes
H	1,000,000	XXXXXX	1,000,000	Yes
I	XXXXXX	1,000,000	1,000,000	Yes
J	<u>AS REQUIRED BY RAILROAD</u>			
K	<u>AS REQUIRED BY CITY</u>			
L	CITY OF YOUNGSTOWN WILL ACCEPT A C.S.L. (COMBINED SINGLE LIMIT) OF 1,000,000 <u>FOR ITEMS B, C, D, E, F, G, H, I</u>			

Instructions to Bidders (continued)

INSURANCE REQUIREMENTS

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damage (Item G) shall at this time be delivered to the City for its possession.

All Policies shall be endorsed to add the City of Youngstown and the United States of America as an additional insured as their (the City of Youngstown and the United States of America) interests may appear. All policies as hereinafter required shall be so written that the City will be notified of cancellation, no renewal, or restrictive amendment at least thirty days prior to the effective date of such cancellation or amendment.

- Item A - Workmen's Compensation and/or Employer's Liability Insurance as required or specified by State Law.
- Item B - Contractor's Direct Bodily Injury Liability Insurance.
- Item C - Contractor's Direct Property Damage Liability Insurance.
- Item D - Contractor's Protective Bodily Injury Liability Insurance.
- Item E - Contractor's Protective Damage Liability Insurance.
- Item F - Owner's Protective Bodily Injury Liability Insurance, naming the owner as insured.
- Item G - Owner's Protective Property Damage Liability Insurance, naming the owner as insured.
- Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.
- Item I - Property Damage Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.

Instructions to Bidders (continued)

Item J - Such Protective (including Railroad Protective and Contractual Bodily Injury Liability Insurance) and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance shall be as required by the railroad and other utility companies whose property, facilities, or rights of way may be affected by the work to be done under this contract, in such amounts and in such forms as each such utility company may require.

Item K - If requested, Contractor's insurance agent shall provide the City of Youngstown with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$1,000,000.00).

The following special hazards shall be included in the above stated coverage.

(a) Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage to:

Explosion & Blasting	<u>XX</u> Each Person	<u>XX</u> Each Accident	<u>XX</u> Per Occurrence	<u>NO</u> Required
Collapse or Injury to Structure	<u>\$1,000,000</u> Each Person	<u>\$1,000,000</u> Each Accident	<u>\$1,000,000</u> Per Occurrence	<u>YES</u> Required
Damage to Underground Structures or Conduits	<u>\$1,000,000</u> Each Person	<u>\$1,000,000</u> Each Accident	<u>\$1,000,000</u> Per Occurrence	<u>YES</u> Required

(b) All Bodily Injury Coverages (Items B, C, F, and H) shall be broadened by the inclusion of the term "occurrence" in lieu of "caused by accident".

(c) BUILDER'S RISK INSURANCE

The Contractor shall maintain insurance to protect himself and/or the City of Youngstown from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials connected with the Work included materials delivered to the site but not yet installed in the building.

Instructions to Bidders (continued)

DELINQUENT TAX AFFIDAVIT

After the award of the contract and prior to the time the contract is entered into, the successful bidder shall be required to execute and submit an affidavit directed to the Director of Finance. The affidavit shall be in a form sufficient to comply with the requirements of Ohio Revised Code Section 5719.042. The affidavit shall be executed and returned within five (5) consecutive days of receipt of same by contractor. The Ohio Revised Code requires that the affidavit become a part of the contract, and also provides that no payment shall be made on any contract for which no such affidavit has been filed.

BID EVALUATION CRITERIA

Pursuant to Resolution Number 01-16, the Board of Control of the City of Youngstown will consider the following factors when making a determination as to whether a bid is submitted by the lowest and best bidder who is responsible in City public improvement contracts:

1. Whether the bidder's work force is drawn mainly from area residents;
2. Experience and continuity of the bidder's work force;
3. Whether the bidder participates in an apprenticeship or training program, and the time length of the bidder's participation therein;
4. The bidder's financial condition;
5. The bidder's resources;
6. The number of years the bidder has been in the construction business;
7. Bidder's familiarity with the project;
8. Bidder's record on similar construction projects;
9. Bidder's conduct, past performance, and work on past City Contracts;
10. Bidder's compliance with completion deadlines;
11. Whether bidder generally experiences cost overruns, or change orders, and the reason for the overrun or change order;
12. Bidder's bonding record;

Instructions to Bidders (continued)

13. Bidder's compliance with unemployment and worker's compensation laws;
14. Bidder's compliance with federal and state prevailing wage laws;
15. Bidder's compliance with the Fair Labor Standards Act; and
16. Bidder's compliance with fringe benefit contribution requirements, as applicable.

No single factor set forth above shall be controlling in determining whether a bid is or is not the best most responsible bid. The bidder must also satisfy any other conditions, certification requirements and other provisions as set forth in the project specifications and contract documents.

SECTION 3**Proposal**

<u>DESCRIPTION</u>	<u>PAGES</u>
Requirements/Agreements	3-1 through 3-6
Proposal Items	3-7a, b, c, d etc.
Bond	3-8 through 3-10
Acknowledgement of Insurance	3-11
Hold Harmless Agreement	3-12
Bidders Affidavit	3-13
Acknowledgement of Contractor	
If a Corporation	3-14
If a Partnership	3-15
If an Individual	3-16
By Surety Company	3-17
List of Sub-Contractors	3-18
Tax Affidavit #1	3-19
Tax Affidavit #2	3-20
Ohio Revised Code Section 3517.13 Compliance Certification	
If a Corporation	3-21
If a Partnership	3-22
If an Individual	3-23

NOTE:

SECTION 3 IS TO BE COMPLETED IN FULL AND RETURNED WITH ENTIRE CONTRACT BOOK, WHEN SUBMITTING BID

PROPOSAL

TO: Director of Finance
 Third Floor, City Hall
 Youngstown, Ohio 44503

The undersigned, having familiarized myself/ourselves with the local conditions affecting the costs of the work, and the entirety of the Contract Documents, including Advertisement for Bids, Special Conditions, Instructions to Bidders, General Conditions, Proposed Contract, Form of Bond, Sections 5 through 9 of the Contract Document Book, plans and specifications, and Addenda and exhibits issued and attached to the specifications on file in the office of the Deputy Director of Public Works for the City of Youngstown, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and in a workmanlike manner, all of the work required for the improvement of:

CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT-REBID 1

IN THE CITY OF YOUNGSTOWN, OHIO

any and all incidental work necessary to complete said Project in accordance with the plans and specifications prepared by the Deputy Director of Public Works, which plans and specifications are hereby made a part of this Proposal. All work shall meet with the acceptance of the Deputy Director of Public Works.

It is agreed that all work will be completed in the time specified, namely, within **ONE HUNDRED TWENTY (120)** consecutive calendar days after the date of authorization to proceed given in the notice to the Contractor.

It is agreed that the work will be accomplished at the following unit prices:

Prices to be written in figures on Page 3-7a thru

PROPOSAL REQUIREMENTS/AGREEMENTS

The undersigned hereby agree(s) to complete all of the work shown or specified within the following number of calendar days from the date of notice to begin work, and he further agrees that the City may retain from the monies that are owed or which may become due, the amount stipulated below for each and every day (Sundays and legal holidays excepted) the completion of work may be delayed beyond the time stipulated, and such amount retained is agreed to be liquidated damages accruing to the City incident to such delay, and not a penalty.

This project is to be completed in **ONE HUNDRED TWENTY (120)** consecutive calendar days, at **FIVE HUNDRED** dollars (**\$500.00**) per day in liquidated damages, **PLUS ALL OF THE COSTS OF A PROJECT INSPECTOR** for each consecutive calendar day thereafter. Said cost to be deducted from the contract amount prior to the issuing of a final payment, or collected from the Contractor in a manner proscribed by law.

There is enclosed herein a Proposal Guaranty and Performance/Payment Bond duly executed by an approved surety company, licensed to conduct business in the State of Ohio.

Said Bond is equal to, and not less than ten percent (10%) of the estimated total bid, and it is understood that upon contract award, the Bond shall convert into a one hundred percent (100%) Performance/Payment Bond and shall be subject to the terms and conditions stipulated in these Contract Documents.

Name and address of bidder to whom all formal notices shall be sent:

Company Name _____
Attention: _____
Address: _____

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows:

FILL IN AND RETURN WITH BID

PROPOSAL REQUIREMENTS/AGREEMENTS

The bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said incorporation.

State of Incorporation

Date of Incorporation

The undersigned states that he is a citizen of the United States and that all the partners, associates or principals interested herein are citizens of the United States, except: (Give full names and addresses)

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such is awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant equipment:

FILL IN AND RETURN WITH BID

PROPOSAL REQUIREMENTS/AGREEMENTS

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost and reference to name and address of client or engineer).

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address).

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the City officials concerning his ability to successfully perform the work in a satisfactory manner.

NON-COLLUSION: The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or another bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Youngstown or any person interested in the proposed contract; and further, that such bidder has not directly or indirectly, submitted this to any association or to any member or agent thereof; and, that no member of the Board, City Official or employee of said City is interested directly or indirectly, in the bid or in any portion of the bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such bid.

FILL IN AND RETURN WITH BID.

PROPOSAL REQUIREMENTS/AGREEMENTS

If a partnership or corporation, give the name and title of all partners, or all officers of the corporation with the address of each.

_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip
_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip
_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip
_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip
_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip
_____ Name	_____ Title	_____ Street Address
		_____ City/State/Zip

FILL IN AND RETURN WITH BID

PROPOSAL REQUIREMENTS/AGREEMENTS

The undersigned Bidder affirms that he has read all sections of the Contract Documents, and by signing below will be bound by their terms at the price stated in the proposal. The contractor also affirms the following:

(a) That applicants for employment are hired without regard to their race, color, religion, sex, ancestry, national origin or place of birth;

(b) That employees are treated during employment without regard to their race, color, religion, ancestry, national origin or place of birth;

(c) That the affirmative action program which is proposed for this contract will insure that there will be minority group representation in all trades and in all phases of this bidder's operations, in accordance with Section 547.22(b), of the Ordinances of the City of Youngstown. That all bidders are invited to consult with the Human Relations Commission contract compliance officer for information, advice and assistance in the preparation of their proposal. That an affirmative action program shall be considered to be in compliance with this section if it includes provisions consistent with the following guidelines:

- (1) Uses minority contractors as subcontractors;
- (2) Employs representative numbers of minorities in all job classifications, with any increase in the work force resulting from the project bid upon being accompanied by a comparable increase in the number of minority group employees;
- (3) Establishes timetables for achieving employment goals which are directly related to the total work force;
- (4) Uses action oriented recruitment using recruitment sources where minority applicants can be found;
- (5) Provides on-the-job training opportunities for recently hired minority employees;
- (6) Recruitment sources where minorities are not registered will not be used; and
- (7) Records total present work force and total minority work force and list minorities by job classification.

Signed this _____ day of _____, 20__.

By: _____
 Firm Name

Signature of party authorized to Sign Proposal

Its _____
 Printed Name

_____ Title

FILL IN AND RETURN WITH BID

PROPOSAL ITEMS

NOTE:

THE FOLLOWING PROPOSAL ITEMS SHALL BE PRINTED IN INK OR TYPED IN FIGURES IN THE APPROPRIATE PLACES ON PAGES 3-7a THRU

BID PROPOSAL - CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT- REBID 1

Ref No.	Item No.	Estimated Quantity (Q)	Description of Item	UNIT PRICE - PRINT IN FIGURES			Total Amount of Bid (T=QxS) (IN FIGURES)
				Labor (L) (IN FIGURES)	Material (M) (IN FIGURES)	Labor & Material (S=L+M) (IN FIGURES)	
Nick Johnson Park (Concrete Bleachers)							
1	SPEC	1	LS	DEMOLITION			
2	SPEC	500	CY	COMPACTED BACKFILL			
3	659	150	CY	TOPSOIL			
4	659	1355	SY	SEEDING AND MULCHING			
Oakland Field (Concrete Bleachers)							
5	SPEC	1	LS	DEMOLITION			
6	SPEC	310	CY	COMPACTED BACKFILL			
7	659	100	CY	TOPSOIL			
8	659	911	SY	SEEDING AND MULCHING			

3-7a

FOR INFORMATION USE ONLY
 CONTACT CITY OF YOUNGSTOWN
 NOT FOR BIDDING
 PURCHASING DEPARTMENT AT
 (330) 742-8729

BID PROPOSAL - CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT- REBID 1

Ref No.	Item No.	Estimated Quantity (Q)	Description of Item	UNIT PRICE - PRINT IN FIGURES			Total Amount of Bid (T=QxS) (IN FIGURES)
				Labor (L) (IN FIGURES)	Material (M) (IN FIGURES)	Labor & Material (S=L+M) (IN FIGURES)	
Ipe Field (Concrete Bleachers and Concession Building)							
9	SPEC	1	LS	DEMOLITION			
10	SPEC	500	CY	COMPACTED BACKFILL			
11	659	160	CY	TOPSOIL			
12	659	1500	SY	SEEDING AND MULCHING			
Tod Park (Concrete Bleachers and Restroom Building)							
13	SPEC	1	LS	DEMOLITION			
14	SPEC	320	CY	COMPACTED BACKFILL			
15	659	100	CY	TOPSOIL			
16	659	955	SY	SEEDING AND MULCHING			

3-7b

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 PURCHASING DEPARTMENT AT
 (330) 742-8729

BID PROPOSAL - CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT- REBID 1

Ref No.	Item No.	Estimated Quantity (Q)	Description of Item	UNIT PRICE - PRINT IN FIGURES			Total Amount of Bid (T=QxS) (IN FIGURES)
				Labor (L) (IN FIGURES)	Material (M) (IN FIGURES)	Labor & Material (S=L+M) (IN FIGURES)	
Gibson Lower (Concrete Bleachers and Restroom Building)							
17	SPEC	1	LS	DEMOLITION			
18	SPEC	470	CY	COMPACTED BACKFILL			
19	659	150	CY	TOPSOIL			
20	659	1396	SY	SEEDING AND MULCHING			
Stambaugh Field (Concrete Bleachers and Restroom Building)							
21	SPEC	1	LS	DEMOLITION			
22	SPEC	500	CY	COMPACTED BACKFILL			
23	659	170	CY	TOPSOIL			
24	659	1522	SY	SEEDING AND MULCHING			

3-7c

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 (330) 742-8729

BID PROPOSAL - CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT- REBID 1

Ref No.	Item No.	Estimated Quantity (Q)	Description of Item	UNIT PRICE - PRINT IN FIGURES			Total Amount of Bid (T=QxS) (IN FIGURES)
				Labor (L) (IN FIGURES)	Material (M) (IN FIGURES)	Labor & Material (S=L+M) (IN FIGURES)	

TOTAL BASE BID IN FIGURES _____

NOTE: THE CITY OF YOUNGSTOWN RESERVES THE RIGHT TO AWARD CONTRACT IN ITS ENTIRETY OR A SITE BY SITE BASIS BASED ON THE AVAILABILITY OF FUNDS

CONTRACTOR WILL BE RESPONSIBLE FOR ANY REPLACEMENT OF TREES, URBAN AGRICULTURE PLANTATION AT TOD PARK, GIBSON LOWER AND STAMBAUGH FIELD AROUND THE CONCRETE BLEACHERS AT \$5.00 PER TREE

3-7d

FOR INFORMATION USE ONLY
 NOT FOR BIDDING
 CONTACT CITY OF YOUNGSTOWN
 PURCHASING DEPARTMENT AT
 (330) 742-8729

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PROPOSAL GUARANTY-PERFORMANCE/PAYMENT BOND
(OHIO REVISED CODE, SECTION 153.571)

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

_____ (Name and Address of Principal)

as principal and _____

(Name and Address of Surety)

_____ as surety are hereby held and firmly bound unto the City of Youngstown, Ohio, obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to (Date)

undertake the project known as

(Project Name)

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 the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID

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

(Above-referenced 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 materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal (within ten (10) days after the awarding of the contract) enters into a proper contract in accordance with the bid plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

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 therefor; 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 the benefit of any materialman 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 therefor shall in any way affect the 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.

PRINCIPAL AND SURETY: COMPLETE AND SIGN THIS FORM - SUBMIT WITH BID

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

FILL IN AND SIGN PRIOR TO BIDDING:

ATTEST:

PRINCIPAL

BY:

TITLE:

SURETY

(Surety Company)

(Street)

(City)

(State)

(Zip Code)

(Agency Name)

(Street)

(City)

(State)

(Zip Code)

(Attorney-in-fact)

ATTEST:

(ATTACH POWER OF ATTORNEY)

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

WE, _____
(NAME OF INSURANCE AGENT AND INSURANCE COMPANY)

DO HEREBY ACKNOWLEDGE THAT _____
(NAME OF PRINCIPAL OR CORPORATION)

WILL MEET THE NECESSARY INSURANCE REQUIREMENTS IN THE AMOUNTS AS
SET FORTH IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS.

SIGNATURE OF AGENT _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,
20_____.

NOTARY PUBLIC

My commission expires _____, 20 ____.

FILL IN AND RETURN WITH BID

HOLD HARMLESS/AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT WE,

Firm Name:

Address:

AS PRINCIPAL, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF YOUNGSTOWN FROM ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION BROUGHT AGAINST THE CITY, OR ANY OFFICER OF EMPLOYEE OF THE CITY, FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING FROM OR GROWING OUT OF THE CONSTRUCTION OF THE WORK IN SAID AGREEMENT SPECIFIED TO BE DONE, OR THE DOING OF ANY OF THE WORK THEREIN DESCRIBED.

WITNESS OUR SIGNATURE(S) FOR ABOVE AGREEMENTS THIS _____ DAY OF _____, 20____.

PRINCIPAL: _____

BY: _____

TITLE: _____

SIGNED IN PRESENCE OF:

ATTEST: _____

FILL IN AND RETURN WITH BID

CORPORATION OR BUSINESS TRUST'S CERTIFICATION OF COMPLIANCE WITH OHIO REVISED CODE, SECTION 3517.13:

The undersigned representative of a corporation or business trust certifies that the corporation is familiar with the provisions of Ohio Revised Code, Section 3517.13 prohibiting the award of any contract in excess of \$500.00 by a political subdivision to any corporation in which the following affiliated persons have contributed singly in excess of \$1,000.00 or in combination in excess of \$2,000.00 to the office holder(s) having ultimate responsibility for awarding the contract.

By signing this contract, the undersigned representative of the corporation or business trust certifies on behalf of the contracting corporation or business trust that all of the following persons, if applicable, are in compliance with division (l) (1) of Ohio Revised Code, Section 3517.13 with respect to all public officials of the City of Youngstown with whom the corporation or business trust is hereby contracting:

- A. Each owner of more than twenty percent of the corporation or business trust;
- B. Each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. Each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. Any political action committee affiliated with the corporation or business trust;
- E. Any combination of persons and/or organization identified in (A) – (D) of this indented list.

The undersigned authorized representative of the contracting corporation or business trust certifies such compliance on and since April 4, 2007, and on any date after April 4, 2007, that the City and the contracting corporation or business trust enter into this Contract. If the contracting corporation or business trust's representative becomes aware of noncompliance with Ohio Revised Code, Section 3517.13 between the time the representative signs this Contract and the time the City fully executes and enters into this Contract, the contracting corporation or business trust shall so notify the City, and unless and until the City receives such notice, the City may rely on this certification when entering into this Contract.

From the date of the award of this Contract and until one (1) year following its conclusion, none of the persons or organization listed above shall individually contribute more than One Thousand Dollars (\$1,000.00) and none of the persons or organizations listed shall in combination contribute more than Two Thousand Dollars (\$2,000.00) to the officer holder who had ultimate authority to award this Contract.

This certification incorporated into the Contract for _____ entered into between _____ and the City of Youngstown.

Date

Signature of Authorized Officer

PARTNERSHIP OR UNINCORPORATED BUSINESS ASSOCIATION'S CERTIFICATION OF COMPLIANCE WITH OHIO REVISED CODE, SECTION 3517.13:

The undersigned representative of a partnership or other unincorporated business association certifies that the partnership or association is familiar with the provisions of the Ohio Revised Code, Section 3517.13 prohibiting the award of any contract in excess of \$500.00 by a political subdivision to any partnership or unincorporated business association in which the following affiliated persons have contributed singly in excess of \$1,000.00 or in combination in excess of \$2,000.00 to the office holder(s) having ultimate responsibility for awarding the contract.

By signing this Contract, the undersigned representative of the partnership or unincorporated business association certifies on behalf of the partnership or association that all of the following persons, if applicable, are in compliance with division (l) (1) of Ohio Revised Code, Section 3517.13 with respect to all public officials of the City of Youngstown with whom the partnership or association is hereby contracting:

- A. Each individual partner or owner of the unincorporated business association;
- B. Each spouse of each partner or owner;
- C. Each child of seven years of age to seventeen years of age of each partner or owner;
- D. Any political action committee affiliated with the partnership or association;
- E. Any combination of persons and/or organizations identified in (A) – (D) of this indented list.

The undersigned authorized representative of the partnership or association certifies such compliance on and since April 4, 2007, and on any date after April 4, 2007, that the City and the partnership or association enter into this Contract. If the representative becomes aware of noncompliance with Ohio Revised Code, Section 3517.13 between the time the partnership or association execute this Contract and the time the City fully executes and enters into this Contract, the partnership or association representative shall so notify the City, and unless and until the City receives such notice, the City may rely on this certification when entering into this Contract.

From the date of the award of this Contract and until one (1) year following its conclusion, none of the persons or organizations listed above shall individually contribute more than One Thousand Dollars (\$1,000.00) and none of the persons or organizations listed shall in combination contribute more than Two Thousand Dollars (\$2,000.00) to the office holder who had ultimate authority to award this Contract.

This certification incorporated into the Contract for _____ entered into between _____ and the City of Youngstown.

Date Signature of Authorized Officer

INDIVIDUAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH OHIO REVISED CODE, SECTION 3517.13:

The undersigned individual or sole proprietor certifies that the individual or sole proprietor has read and is familiar with the provisions of Ohio Revised Code. Section 3517.13 prohibiting the award of any contract in excess of \$500.00 by a political subdivision to any individual or sole proprietor who has contributed singly in excess of \$1,000.00, whose listed relatives individually have contributed in excess of \$1,000.00 or who in combination have contributed in excess of \$2,000.00 to the office holder(s) having ultimate responsibility for awarding the contract.

By signing this Contract, the undersigned individual or sole proprietor certifies that all of the following persons, if applicable, are in compliance with division (I) (1) of Ohio Revised Code, Section 3517.13 with respect to all public officials of the City of Youngstown with whom the individual or sole proprietor is hereby contracting:

- A. The individual or sole proprietor;
- B. Each spouse of the individual or sole proprietor;
- C. Each child of seven years of age to seventeen years of age of the individual or sole proprietor;
- D. Any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since April 4, 2007, and on any date after April 4, 2007, that the City and the individual or sole proprietor enter into this Contract. If the individual or sole proprietor becomes aware of noncompliance with Ohio Revised Code, Section 3517.13 between the time he/she signs this Contract and the time the city fully executes and enters into this Contract, the individual or sole proprietor shall so notify the City, and unless and until the city receives such notice, the city may rely on this certification when entering into this Contract.

From the date of the award of this Contract and until one (1) year following its conclusion, none of the persons or organizations listed above shall individually contribute more than One Thousand Dollars (\$1,000.00) and none of the persons or organizations listed shall in combination contribute more than Two Thousand Dollars (\$2,000.00) to the office holder who had ultimate authority to award this Contract.

This certification incorporated into the Contract for _____ entered into between _____ and the City of Youngstown.

Date

Signature of Authorized Officer

SECTION 4**Contract**

<u>DESCRIPTION</u>	<u>PAGES</u>
Legislative Certification	4-1
Contract	4-2 / 4-4
Approval of Law Director	4-5
Financial Certification	4-6

NOTE:

PAGES 4-1 THROUGH 4-6 ARE TO BE FILLED OUT COMPLETELY AFTER AN ACCEPTABLE BID IS REVIEWED AND CONTRACT IS AWARDED.

LEGISLATIVE CERTIFICATION

I hereby certify that the Council of the City of Youngstown, Ohio, did, by the passage of Ordinance Number _____ on _____, authorize the Board of Control to advertise for bids and enter into a Contract for the Project herein described.

CLERK OF COUNCIL

CONTRACT

THIS AGREEMENT, made and executed at Youngstown, Ohio, this _____ day of _____ 2016 by and between the City of Youngstown, a municipal corporation situated in Mahoning County, State of Ohio, (hereinafter the "City"), and,

(hereinafter "Contractor"), a corporation, partnership or individual, whose address is _____

In consideration of the mutual covenants herein contained, the City and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall, for the price stipulated in the Proposal and Contract Documents for **CITY WIDE CONCRETE BLEACHERS DEMOLITION PROJECT-REBID 1**

(PROJECT NAME)

and under penalty as expressed in the bond referenced therein: furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances; and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, the entire work described in the Contract Documents, and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents.

ARTICLE 2

2.1 The Contractor shall commence the work within TEN (10) days from the date the Deputy Director of Public Works issues a Notice to Commence Work for the Project. The Contractor shall perform the work within the time and in the manner specified, and in conformity with the requirements set forth in the Contract Documents, and all to the acceptance of the City.

The Contractor shall proceed with the contract work in a prompt and diligent manner and shall do the several parts thereof at such times, and in such order as the Deputy Director of Public Works may direct.

ARTICLE 3

3.1 The Contractor shall complete the whole of said work in accordance with the Contract Documents. In the event that the Contractor has not completed the work within ONE HUNDRED TWENTY (120) consecutive

Contract (continued)

days after the date specified in the contract, the City shall be entitled to retain or recover from the Contractor as liquidated damages and not as a penalty, an amount equal to FIVE HUNDRED (\$500.00) Dollars per day, plus all costs for a project inspector, for each and every day (Sundays and legal holidays excepted) the completion of work is delayed beyond the time stipulated.

- 3.2 The amount of liquidated damages is agreed upon by and between the parties because of the impracticality and extreme difficulty of ascertaining the actual amount of damages the City would sustain.
- 3.3 The City will not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work release the Contractor from the obligation to complete the work within the time aforesaid or from the damage to be paid in default thereof.

ARTICLE 4

- 4.1 The Contract Documents and this Contract embody the entire understanding of the parties and form the basis for this Contract between the City and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully re-written.
- 4.2 The Contract, and any modifications, amendments, or alterations thereto shall be governed, construed and enforced by and under the Charter of the City of Youngstown.
- 4.3 The Contract shall become binding and effective upon delivery to the Contractor after execution by the City's Board of Control, and approval by the Law Director of the City of Youngstown.

(INTENTIONALLY LEFT BLANK)

Contract (continued)

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above mentioned.

City of Youngstown, Board of Control

Date: _____

Mayor

ATTEST

Law Director

Finance Director

ATTEST

Contractor

Company Name

Authorized Signature

APPROVED AS TO FORM

Typed/Printed

Law Director

APPROVED AS TO PROPOSAL, PLANS, AND SPECIFICATIONS

Deputy Director of Public Works

APPROVAL AS TO BOND AND INSURANCE REQUIREMENT

Acting Risk Manager

APPROVAL OF DIRECTOR OF LAW

I, the undersigned _____ Martin Hume _____ the duly authorized and acting legal representative of the City of Youngstown, Ohio, do hereby certify as follows:

I have examined the entirety of the Contract Documents Book covering the performance of the Project, and I am of the opinion that each of the agreements contained therein 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 agreements contained therein constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

DIRECTOR OF LAW

Dated at Youngstown, Ohio, this ____ day of _____, 20 ____.

FINANCIAL CERTIFICATION

I hereby certify that there stands to the credit of the proper fund, namely _____
_____ Fund of the City of Youngstown, the sum of _____
_____ (_____) Dollars to meet the obligation
of this Contract, which is unappropriated for any other purpose.

DIRECTOR OF FINANCE

SECTION 5**Prevailing Wage Rates****STATE AND OR LOCALLY FUNDED PROJECTS**

<u>DESCRIPTION</u>	<u>PAGES</u>
Contract Requirements	5-1 – 5-3
Prevailing Wage Determination Cover Letter	5-4 – 5-5
Prevailing Wage Threshold Levels	5-6
Bid Tabulation Sheet	5-7
Prevailing Wage Notification to Employee	5-8
Instructions for Preparing Certified Payroll Reports	5-9 – 5-10
Certified Payroll Form	5-11
Affidavit of Contractor Compliance	5-12
Prevailing Wage Rates	5-13 - end

The successful bidder and all his subcontractors shall pay a rate of wages which shall not be less than the rate of wages fixed herein, and as re-determined or adjusted by the Ohio Director of Commerce throughout the term of the contract. The successful bidder and all his subcontractors shall comply strictly with the wage provisions of the contract, and with the provisions of O.R.C. 4115.03 to 4115.16, incorporated by reference as if fully re-written herein.

Prevailing Wage Contractor Responsibilities

ORC Chapter 4115: Wages And Hours On Public Works (Prevailing Wage)

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 \$62,549 for new construction or \$18,764 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce
- 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, Wage and Hour Bureau
- 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, Wage and Hour Bureau, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalation's, 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 Chief of DOC Wage and Hour Bureau 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.

4. Apprentices must be registered with the Ohio State Apprenticeship Council.
5. 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 Bureau of

Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

6. Time cards, time sheets, daily work records, etc.
7. Payroll ledger\journals and canceled checks\check register.
8. Fringe benefit records must include program name, address, account number, and canceled checks.
9. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
10. 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.

11. 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.

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.
 - Corporate officers\owners\partners and any salaried personnel that do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
 - Be specific about the laborers and/or operators
 - For all apprentices, show level/year and percent of journeyman's rate
3. Hours worked on the project for each employee.
 - The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
 - The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - 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.
 - 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.
 - 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. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project. Information on this site is believed to be accurate but is not guaranteed. The State of Ohio AND City of Youngstown disclaims any liability for any errors or omissions.

Prevailing Wage Determination Cover Letter

County: 

Determination Date: 10/28/2016

Expiration Date: 01/28/2017

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

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

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

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

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

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

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

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

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

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

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to

that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

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

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

wh1500

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

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

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

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

As of January 1, 2016:	
“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:	\$88,495

“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:	\$26,514
---	-----------------

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

If there are questions concerning this notification, please contact:

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

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Job posting of prevailing wage rates located:			
PREVAILING WAGE COORDINATOR		EMPLOYEE	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Contractor'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, Wage and Hour Bureau,
50 West Broad Street,
Columbus, Ohio 43215, (614) 644-2239

Certified Payroll Heading:

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.

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

Contracting Public Authority: Name and address of the contracting public authority.

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

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

Page indicator: number of pages included in the report.

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

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. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
2. **Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
3. **Hours Worked, Day & Date:** In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
4. **Project Total Hours :** Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.

Affidavit Of Compliance PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(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.



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Ohio Department of Commerce Bureau of Wage & Hour Administration

[Consumers](#)
[Business](#)
[License/Permit Holders & Applicants](#)
[Other Government Agencies](#)
[Back to wage rate search](#) [Back to Home](#)
Classification = All, County = MAHONING, Union = All

County	Classification	Effective	Posted	Union
MAHONING	Asbestos Worker	9/8/2016	9/8/2016	Asbestos Local 207 OH
MAHONING	Asbestos Worker	9/29/2016	9/29/2016	Asbestos Local 84 Heat & Frost Insulators
MAHONING	Boilermaker	7/1/2009	6/30/2010	Boilermaker Local 744
MAHONING	Bricklayer	6/29/2016	6/29/2016	Bricklayer Local 8
MAHONING	Bricklayer	8/3/2016	8/3/2016	Bricklayer Local 8 Zone 1 Tile Finisher
MAHONING	Bricklayer	8/3/2016	8/3/2016	Bricklayer Local 8 Zone 1 Tile Worker
MAHONING	Carpenter	6/16/2016	6/16/2016	Carpenter Commercial NE District G
MAHONING	Carpenter	6/16/2016	6/16/2016	Carpenter Floorlayer NE District G
MAHONING	Carpenter	6/16/2016	6/16/2016	Carpenter Insulation NE District G
MAHONING	Carpenter	6/16/2016	6/16/2016	Carpenter Millwright NE District K
MAHONING	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
MAHONING	Carpenter	6/16/2016	6/16/2016	Carpenter Pile Driver NE District P
MAHONING	Bricklayer	9/29/2016	6/29/2016	Cement Mason Bricklayer Local 97 HevHwy A
MAHONING	Bricklayer	6/29/2016	6/29/2016	Cement Mason Bricklayer Local 97 HevHwy B
MAHONING	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HvyHwy District II (A)
MAHONING	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HvyHwy District II (B)
MAHONING	Cement	6/8/2016	6/8/2016	Cement Mason Local 179
MAHONING	Lineman	3/10/2016	3/10/2016	Electrical Local 71 High Tension Pipe Type Cable
MAHONING	Lineman	12/28/2015	3/11/2015	Electrical Local 71 Outside Mahoning Valley
MAHONING	Lineman	3/10/2016	3/10/2016	Electrical Local 71 Outside Utility Power
MAHONING	Elevator	4/4/2012	4/4/2012	Elevator Local 45
MAHONING	Glazier	7/27/2016	7/27/2016	Glazier Local 847
MAHONING	Ironworker	6/1/2016	5/25/2016	Ironworker Local 207
MAHONING	Laborer Group 1	5/20/2016	5/20/2016	Labor HevHwy 2
MAHONING	Laborer	6/1/2016	5/20/2016	Labor Local 125 Building
MAHONING	Operating Engineer	6/1/2016	6/1/2016	Operating Engineers Local 66 Building & HevHwy
MAHONING	Operating Engineer	6/1/2016	6/1/2016	Operating Engineers Local 66 Building & HevHwy Levels A & B Asbestos Abatement & Hazardous Waste
MAHONING	Operating Engineer	6/1/2016	6/1/2016	Operating Engineers Local 66 Building & HevHwy Levels C & D Asbestos Abatement & Hazardous Waste
MAHONING	Painter	6/1/2016	5/25/2016	Painter Local 476
MAHONING	Drywall Finisher	6/1/2016	5/25/2016	Painter Local 476
MAHONING	Painter	6/10/2015	6/10/2015	Painter Local 639
MAHONING	Painter	8/3/2016	8/3/2016	Painter Local 639 Zone 2 Sign
MAHONING	Plasterers	6/8/2016	6/8/2016	Plasterer Local 179
MAHONING	Plasterers	6/8/2016	6/8/2016	Plasterer Local 179 Light Commercial EIFS
MAHONING	Plumber/Pipefitter	6/1/2016	5/20/2016	Plumber Pipefitter Local 396
MAHONING	Plumber Pipefitter	6/15/2011	6/15/2011	Plumber Pipefitter Local 396 WWTP
MAHONING	Roofer	6/1/2016	6/1/2016	Roofer Local 71
MAHONING	Sheet Metal Worker	8/3/2016	8/3/2016	Sheet Metal Local 33 (Youngstown)
MAHONING	Sheet Metal Worker	9/24/2009	9/24/2009	Sheet Metal Local 33 (Youngstown) Decking
MAHONING	Sprinkler Fitter	8/17/2016	9/8/2016	Sprinkler Fitter Local 669
MAHONING	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
MAHONING	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
MAHONING	Electrical	12/28/2015	12/21/2015	Electrical Local 540 Inside
MAHONING	Electrical	3/17/2016	3/17/2016	Electrical Local 540 Inside Lt Commercial Northern
MAHONING	Voice Data Video	9/1/2016	8/17/2016	Electrical Local 540 Voice Data Video

MAHONING	Electrical	6/6/2016	6/1/2016	Electrical Local 573 Inside
MAHONING	Electrical	11/28/2016	10/26/2016	Electrical Local 573 Inside
MAHONING	Electrical	12/4/2013	5/8/2013	Electrical Local 573 Lt Commercial
MAHONING	Voice Data Video	10/26/2016	10/26/2016	Electrical Local 573 Voice Data Video
MAHONING	Electrical	12/30/2015	12/30/2015	Electrical Local 64 Inside
MAHONING	Electrical	8/12/2015	8/12/2015	Electrical Local 64 Inside Lt Commercial Northern
MAHONING	Voice Data Video	8/31/2015	8/21/2013	Electrical Local 64 Voice Data Video
MAHONING	Ironworker	7/6/2016	7/6/2016	Ironworker Local 550
MAHONING	Ironworker	6/10/2015	6/10/2015	Ironworker Local 550 Glass & Curtain Wall

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

Details :

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

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

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

systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers.

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

MEDINA, PORTAGE, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Details :

the page.

Ratio :

4 Journeymen to 1 Apprentice

6 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING, TRUMBULL

Special Jurisdictional Note : Townships in Columbiana County are as follows: Salem, Perry, Fairfield, Center, Elkrun, Middletown and Unity

Details :

Mechanic's assistants shall do all the handling, of sand, cement, lime, tile, marble, terrazzo and other materials used by the mechanics upon being delivered to the building or at the job. Hand rubbing, rolling, mixing, formulating, grinding, grouting, and cleaning of all marble, tile, mosaic, and terrazzo floors, and wainscoting, and such other work as is required in helping a mechanic as is the established custom of the trade. No limit to the tools, equipment or machinery used.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 8 Zone 1 Tile Worker

Change # : LCN01-2016fbLoc8

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

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Tile Marble Terrazzo Worker	\$26.88	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$41.73	\$55.17
Resilient Flooring Wood Laminate Carpet Carpet Tile	\$20.38	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.17	\$39.36
APPRENTICE Resilient Flooring Wood Laminate Carpet Carpet Tile											
1st 30 days	\$12.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.23	\$18.34
30 Days- 6 months	\$12.23	\$5.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.88	\$23.99
2nd 6 months	\$14.27	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.06	\$30.19
3rd 6 months	\$15.28	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.07	\$31.71
4th 6 months	\$16.30	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.09	\$33.24
5th 6 months	\$17.32	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.11	\$34.77
6th 6 months	\$18.34	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.13	\$36.30
7th 6 months	\$19.36	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.15	\$37.83
8th 6 months	\$19.36	\$5.65	\$2.85	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.15	\$37.83
Apprentice	Percent										
1st 30 days	60.00	\$16.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.13	\$24.19
2nd thru 6 months	60.00	\$16.13	\$5.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.78	\$29.84
2nd 6 months	70.00	\$18.82	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$33.67	\$43.07
3rd 6 months	75.00	\$20.16	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$35.01	\$45.09

4th 6 months	80.00	\$21.50	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$36.35	\$47.11
5th 6 months	85.00	\$22.85	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$37.70	\$49.12
6th 6 months	90.00	\$24.19	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$39.04	\$51.14
7th 6 months	95.00	\$25.54	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$40.39	\$53.15
8th 6 months	95.00	\$25.54	\$5.65	\$7.90	\$0.62	\$0.00	\$0.68	\$0.00	\$0.00	\$0.00	\$40.39	\$53.15

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

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

Ratio :

4 Journeyman to 1 Apprentice
 6 Journeyman to 1 Apprentice (Thereafter)

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING, TRUMBULL

Special Jurisdictional Note : Columbiana County townships of: Salem, Perry, Fairfield, Center, Elkrun, Middleton, and Unity.

Details :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Rates are for Commercial, Industrial & Road* Other is : Unemployment benefits.

Jurisdiction (* denotes special jurisdictional note) :
MAHONING, TRUMBULL

3 Journeymen to 1 Apprentice

Special Jurisdictional Note :

Details :

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (4) Journeymen.

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA,
PAULDING, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, PUTNAM, RICHLAND,
ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

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

Details :

10/27/10 New Contract jc

Special Jurisdictional Note :**Details :**

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (2) Journeymen. Employees working with creosoted, chemically treated or toxic materials, shall receive \$.50 above regular rate. Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jettied, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

KNOX, LAKE, LAWRENCE, LICKING,
LOGAN, LORAIN, LUCAS, MADISON,
MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA,
PAULDING, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, PUTNAM, RICHLAND,
ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

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

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

HOLMES, HURON, JACKSON, JEFFERSON,
KNOX, LAKE, LAWRENCE, LICKING,
LOGAN, LORAIN, LUCAS, MADISON,
MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA,
PAULDING, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, PUTNAM, RICHLAND,
ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

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

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

Plant, Waste Plant, & Water Treatment Facilities, Construction.

Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2016fbLoc7

Craft : Lineman Effective Date : 03/10/2016 Last Posted : 03/10/2016

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund	Total PWR	Overtime Rate	
		H&W Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$40.37	\$5.25	\$1.21	\$0.40	\$0.00	\$8.88	\$0.35	\$0.00	\$0.00	\$56.46	\$76.64
Certified Lineman Welder	\$40.37	\$5.25	\$1.21	\$0.40	\$0.00	\$8.88	\$0.35	\$0.00	\$0.00	\$56.46	\$76.64
Certified Cable Splicer	\$40.37	\$5.25	\$1.21	\$0.40	\$0.00	\$8.88	\$0.35	\$0.00	\$0.00	\$56.46	\$76.64
Operator A	\$36.28	\$5.25	\$1.09	\$0.36	\$0.00	\$7.98	\$0.35	\$0.00	\$0.00	\$51.31	\$69.45
Operator B	\$32.21	\$5.25	\$0.97	\$0.32	\$0.00	\$7.09	\$0.35	\$0.00	\$0.00	\$46.19	\$62.29
Operator C	\$26.10	\$5.25	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.48	\$51.53
Groundman 0-12 months Exp	\$20.19	\$5.25	\$0.61	\$0.20	\$0.00	\$4.44	\$0.35	\$0.00	\$0.00	\$31.04	\$41.14
Groundman 0-12 months Exp w/CDL	\$22.20	\$5.25	\$0.67	\$0.22	\$0.00	\$4.88	\$0.35	\$0.00	\$0.00	\$33.57	\$44.67
Groundman 1 yr or more	\$22.20	\$5.25	\$0.67	\$0.22	\$0.00	\$4.88	\$0.35	\$0.00	\$0.00	\$33.57	\$44.67
Groundman 1 yr or more w/CDL	\$26.24	\$5.25	\$0.79	\$0.26	\$0.00	\$5.77	\$0.35	\$0.00	\$0.00	\$38.66	\$51.78
Equipment Mechanic A	\$32.21	\$5.25	\$0.97	\$0.32	\$0.00	\$7.09	\$0.35	\$0.00	\$0.00	\$46.19	\$62.29
Equipment Mechanic B	\$29.16	\$5.25	\$0.87	\$0.29	\$0.00	\$6.42	\$0.35	\$0.00	\$0.00	\$42.34	\$56.92
	\$26.10	\$5.25	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.48	\$51.53

Equipment Mechanic C												
X-Ray Technician	\$40.37	\$5.25	\$1.21	\$0.40	\$0.00	\$8.88	\$0.35	\$0.00	\$0.00	\$56.46	\$76.64	
Apprentice	Percent											
1st 1000 hrs	60.00	\$24.22	\$5.25	\$0.73	\$0.24	\$0.00	\$5.33	\$0.35	\$0.00	\$0.00	\$36.12	\$48.23
2nd 1000 hrs	65.00	\$26.24	\$5.25	\$0.79	\$0.26	\$0.00	\$5.77	\$0.35	\$0.00	\$0.00	\$38.66	\$51.78
3rd 1000 hrs	70.00	\$28.26	\$5.25	\$0.85	\$0.28	\$0.00	\$6.22	\$0.35	\$0.00	\$0.00	\$41.21	\$55.34
4th 1000 hrs	75.00	\$30.28	\$5.25	\$0.91	\$0.30	\$0.00	\$6.66	\$0.35	\$0.00	\$0.00	\$43.75	\$58.89
5th 1000 hrs	80.00	\$32.30	\$5.25	\$0.97	\$0.32	\$0.00	\$7.11	\$0.35	\$0.00	\$0.00	\$46.30	\$62.44
6th 1000 hrs	85.00	\$34.31	\$5.25	\$1.03	\$0.34	\$0.00	\$7.55	\$0.35	\$0.00	\$0.00	\$48.83	\$65.99
7th 1000 hrs	90.00	\$36.33	\$5.25	\$1.09	\$0.36	\$0.00	\$7.99	\$0.35	\$0.00	\$0.00	\$51.37	\$69.54

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HARRISON,

HIGHLAND, HOCKING, HOLMES, JACKSON,
JEFFERSON, KNOX, LAKE, LAWRENCE,
LICKING, LOGAN, LORAIN, MADISON,
MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY,
PIKE, PORTAGE, PREBLE, RICHLAND, ROSS,
SCIOTO, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Mahoning Valley

Change # : LCN01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 12/28/2015 Last Posted : 03/11/2015

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$35.82	\$5.25	\$1.07	\$0.36	\$0.00	\$6.45	\$0.06	\$0.00	\$0.00	\$49.01	\$66.92	
Traffic Signal & Lighting Journeyman	\$34.48	\$5.25	\$1.03	\$0.34	\$0.00	\$6.21	\$0.06	\$0.00	\$0.00	\$47.37	\$64.61	
Equipment Operator	\$32.24	\$5.25	\$0.97	\$0.32	\$0.00	\$5.80	\$0.06	\$0.00	\$0.00	\$44.64	\$60.76	
Groundman 0-12 months	\$19.70	\$5.25	\$0.59	\$0.20	\$0.00	\$3.55	\$0.06	\$0.00	\$0.00	\$29.35	\$39.20	
Groundman 1 year plus	\$23.28	\$5.25	\$0.70	\$0.23	\$0.00	\$4.19	\$0.06	\$0.00	\$0.00	\$33.71	\$45.35	
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Traffic Signal Apprentices												
1st 1,000 hours	\$20.69	\$5.25	\$0.62	\$0.21	\$0.00	\$3.72	\$0.06	\$0.00	\$0.00	\$30.55	\$40.90	
2nd 1,000 hours	\$22.41	\$5.25	\$0.67	\$0.22	\$0.00	\$4.03	\$0.06	\$0.00	\$0.00	\$32.64	\$43.85	
3rd 1,000 hours	\$24.14	\$5.25	\$0.72	\$0.24	\$0.00	\$4.35	\$0.06	\$0.00	\$0.00	\$34.76	\$46.83	
4th 1,000 hours	\$25.86	\$5.25	\$0.78	\$0.26	\$0.00	\$4.65	\$0.06	\$0.00	\$0.00	\$36.86	\$49.79	
5th 1,000 hours	\$27.58	\$5.25	\$0.83	\$0.28	\$0.00	\$4.96	\$0.06	\$0.00	\$0.00	\$38.96	\$52.75	
6th 1,000 hours	\$31.03	\$5.25	\$0.93	\$0.31	\$0.00	\$5.59	\$0.06	\$0.00	\$0.00	\$43.17	\$58.69	
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Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$21.49	\$5.25	\$0.64	\$0.21	\$3.87	\$0.06	\$0.00	\$0.00	\$31.52	\$42.27	
	65.00	\$23.28	\$5.25	\$0.70	\$0.23	\$4.19	\$0.06	\$0.00	\$0.00	\$33.71	\$45.35	

2nd 1,000 Hours												
3rd 1,000 Hours	70.00	\$25.07	\$5.25	\$0.75	\$0.25	\$0.00	\$4.51	\$0.06	\$0.00	\$0.00	\$35.89	\$48.43
4th 1,000 Hours	75.00	\$26.87	\$5.25	\$0.81	\$0.27	\$0.00	\$4.84	\$0.06	\$0.00	\$0.00	\$38.10	\$51.53
5th 1,000 Hours	80.00	\$28.66	\$5.25	\$0.86	\$0.29	\$0.00	\$5.16	\$0.06	\$0.00	\$0.00	\$40.28	\$54.60
6th 1,000 Hours	85.01	\$30.45	\$5.25	\$0.91	\$0.30	\$0.00	\$5.48	\$0.06	\$0.00	\$0.00	\$42.45	\$57.68
7th 1,000 Hours	90.00	\$32.24	\$5.25	\$0.97	\$0.32	\$0.00	\$5.80	\$0.06	\$0.00	\$0.00	\$44.64	\$60.76

Special Calculation Note : Other is Safety & Education Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2016fbLoc7

Craft : Lineman Effective Date : 03/10/2016 Last Posted : 03/10/2016

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund	LECET	MISC	Total PWR	Overtime Rate
		H&W Tr.	Pension	App	Vac.	Annuity	Other					
Electrical Lineman	\$38.29	\$5.25	\$1.15	\$0.38	\$0.00	\$8.42	\$0.35	\$0.00	\$0.00	\$53.84	\$72.98	
Substation Technician	\$38.29	\$5.25	\$1.15	\$0.38	\$0.00	\$8.42	\$0.35	\$0.00	\$0.00	\$53.84	\$72.98	
Cable Splicer	\$40.06	\$5.25	\$1.20	\$0.40	\$0.00	\$8.81	\$0.35	\$0.00	\$0.00	\$56.07	\$76.10	
Operator A	\$34.42	\$5.25	\$1.03	\$0.34	\$0.00	\$7.57	\$0.35	\$0.00	\$0.00	\$48.96	\$66.17	
Operator B	\$30.54	\$5.25	\$0.92	\$0.31	\$0.00	\$6.72	\$0.35	\$0.00	\$0.00	\$44.09	\$59.36	
Operator C	\$24.73	\$5.25	\$0.74	\$0.25	\$0.00	\$5.44	\$0.35	\$0.00	\$0.00	\$36.76	\$49.13	
Groundman 0-12 months Exp	\$19.15	\$5.25	\$0.57	\$0.19	\$0.00	\$4.21	\$0.35	\$0.00	\$0.00	\$29.72	\$39.29	
Groundman 0-12 months Exp w/CDL	\$21.06	\$5.25	\$0.63	\$0.21	\$0.00	\$4.63	\$0.35	\$0.00	\$0.00	\$32.13	\$42.66	
Groundman 1 yr or more	\$21.06	\$5.25	\$0.63	\$0.21	\$0.00	\$4.63	\$0.35	\$0.00	\$0.00	\$32.13	\$42.66	
Groundman 1 yr or more w/CDL	\$24.89	\$5.25	\$0.75	\$0.25	\$0.00	\$5.48	\$0.35	\$0.00	\$0.00	\$36.97	\$49.42	
Equipment Mechanic A	\$30.54	\$5.25	\$0.92	\$0.31	\$0.00	\$6.72	\$0.35	\$0.00	\$0.00	\$44.09	\$59.36	
Equipment Mechanic B	\$27.65	\$5.25	\$0.83	\$0.28	\$0.00	\$6.08	\$0.35	\$0.00	\$0.00	\$40.44	\$54.26	
Equipment Mechanic C	\$24.73	\$5.25	\$0.74	\$0.25	\$0.00	\$5.44	\$0.35	\$0.00	\$0.00	\$36.76	\$49.13	
	\$27.24	\$5.25	\$0.82	\$0.27	\$0.00	\$5.99	\$0.35	\$0.00	\$0.00	\$39.92	\$53.54	

Line Truck w/uuger												
Apprentice	Percent											
1st 1000 hrs	60.00	\$22.97	\$5.25	\$0.69	\$0.23	\$0.00	\$5.05	\$0.35	\$0.00	\$0.00	\$34.54	\$46.03
2nd 1000 hrs	65.00	\$24.89	\$5.25	\$0.75	\$0.25	\$0.00	\$5.48	\$0.35	\$0.00	\$0.00	\$36.97	\$49.41
3rd 1000 hrs	70.00	\$26.80	\$5.25	\$0.80	\$0.27	\$0.00	\$5.90	\$0.35	\$0.00	\$0.00	\$39.37	\$52.77
4th 1000 hrs	75.00	\$28.72	\$5.25	\$0.86	\$0.29	\$0.00	\$6.32	\$0.35	\$0.00	\$0.00	\$41.79	\$56.15
5th 1000 hrs	80.00	\$30.63	\$5.25	\$0.92	\$0.31	\$0.00	\$6.74	\$0.35	\$0.00	\$0.00	\$44.20	\$59.52
6th 1000 hrs	85.00	\$32.55	\$5.25	\$0.98	\$0.33	\$0.00	\$7.16	\$0.35	\$0.00	\$0.00	\$46.62	\$62.89
7th 1000 hrs	90.00	\$34.46	\$5.25	\$1.03	\$0.34	\$0.00	\$7.58	\$0.35	\$0.00	\$0.00	\$49.01	\$66.24

Special Calculation Note : Other is Health Retirement Account
Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS,

SCIOTO, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

on regular hourly rate for all hours worked.

Hiram College and Ravenna Arsenal, the part of Portage County East of a line from Middlefield to Shalersville to Deerfield. South of Route 6, starting at the Geauga County Line, proceeding East to State Route 11 on the East boundary and South of Interstate Route 90 to the Pennsylvania line.

Ashtabula County: All territory from the Geauga county line on the West boundary South of State Route 6 and East of State Route 11 and South of Interstate Route 90 to the Pennsylvania line.

Columbiana County: All territory east of a line from a point one (1) mile West of the intersection of Rt 224 and Rt 14 at Deerfield Circle, Deerfield, Ohio to a point where Columbiana County Rt 776 intersects with Columbian-Jefferson County line.

Details :

Reinforcing Iron Work Classification including but not limited to: all work in connection with field fabrication, handling (including loading and off-loading), sorting, cutting, bending, hoisting, placing, burning, welding and tying or securing of all materials used to reinforce concrete: all sizes and types of reinforcing steel (including composite material) wire mesh, hoops and stirrups, including mechanical splicing on reinforcing steel bar. The unloading, hoisting, placing and tying of all post tensioning cables. Also, wrecking of cores, wedging of the tendons, stressing, cutting and repairing. Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non-ferrous metal and composite material, pre-cast, pre-stressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks, bulkheads, bumper and bumper post, canopies and uni-strut canopies, corrugated ferrous and non-ferrous sheets when attached to steel frames, columns, beams, bar joists, trusses, girders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings in their entirety which includes but not limited to erection, siding, roofing, gutters, insulation and downspouts.

Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading and off-loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding and tying, dismantling of all materials used in miscellaneous iron or steel, from stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel, iron, lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals and composite materials.

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

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, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not

limited to barrels, cones, signs, arrow boards, message boards etc.

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

Asbestos Removal shall include, but not be limited to the erection, moving, servicing and dismantling of all tools and equipment normally used in the handling, control removal or disposal of asbestos and toxic waste; the bagging, cartoning, crafting, or otherwise packaging of materials for disposal.

Group 1:

Building and Construction Laborer; Asbestos removal; Asphalt Paving; Railroad Laborer Construction; Carpenter Tenders, Asbestos Removal. (See Addendum B). Mortar Mixer (hand or machine); Mason Tender; Jack Hammer Operator, all machine driven tools electric, gas or air operation of all pumps under 4", spikers: all Laborers working in concrete such as pouring, puddling, raking and conveying; all scaffold help, scrap iron burning.

Hod carrier, Rough Terrain Forklift Driver when tending masons: all work done by Laborers 7ft. or more in depth.

Laborers (except jack hammer) working on repair of blast furnaces or coke plant and auxiliary facilities. Jack Hammer Operator in trench or shaft 7ft. or more in depth: Concrete Buster: pipe layers: powder and dynamite: Jack hammer on blast furnace or coke plant and auxiliary facilities.

Wrench Laborer: miner -air tool: gunting and sandblasting, pump-crete operation: Build Up Rates-Blast Furnace; Ram Tight; Bellamn and Hook-up Man; Lancing Blast Furnace.

Group 2:

Hazardous Waste-Level A

Hazardous Waste-Level B

Hazardous Waste-Level C

Hazardous Waste-Level D

Group 3:

Laborers performing residential building construction on four stories or less.

5 Operating Engineers to 1 Apprentice
Per Job

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kennyor similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader; Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger Hoist, Fork-lifts and Lulls.

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self Propelled Highway Work); Signal Man; Spray Cure Machine (Motor-Powered); Steam Jenny; Stump Cutter; Syphons; Tractor; Trencher-Form; Vibrator-Gasoline; Water Blaster; Welding Machine:

Group 4 - Brakeman; Deck Hand; Fireman; Mechanics Helper; Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

EACH APPRENTICE HOUR WORKED.**Ratio :**

5 Operating Engineers to 1 Apprentice
Per Job

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :**Details :**

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kennyor similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader: Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger, Hoist Forklifts and Lulls:

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self

Propelled Highway Work);Signal Man;Spray Cure Machine (Motor-Powered);Steam Jenny;Stump Cutter;Syphons;Tractor;Trencher-Form;Vibrator-Gasoline;Water Blaster;Welding Machine:

Group 4 - Brakeman;Deck Hand;Fireman;Mechanics Helper;Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

CLASS A: POSITIVE PRESSURE,FULL FACE PIECE SELF - CONTAINED BREATHING APPARATUS (SCBA) & TOTALLY-ENCAPSULATING CHEMICAL- PROTECTIVE SUIT.

CLASS B: POSITIVE PRESSURE,FULL FACE-PIECE SELF- CONTAINED BREATHING APPARATUS (SCBA) & HOODED CHEMICAL-RESISTANT CLOTHING.

EACH APPRENTICE HOUR WORKED.**Ratio :**

5 Operating Engineers to 1 Apprentice
Per Job

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :**Details :**

Group 1 - Asphalt Heater Planer; Back Hoe (all types); Back Hoe with Shear Attachment; Batch Plant (Central Mix Concrete) ; Batch Plant (portable Concrete); Berm Builder (automatic); Backfiller with drag attachment; Boat Derrick; Boat (tug); Boom Truck; Boring Machine (when attached to tractor); Bullclam; Bulldozer; CMI; Road Builders or similar types; Cable Placer & Layer ;Carrier (Straddle); Chicago Boom; Compactor with blade attached; Concrete Pump; Concrete Saw Veneer or similar type; Concrete Spreader Finisher; Combination (Bidwell Machine); Crane (Electric Overhead, Rough Terrain, Truck, Tower); Derricks (boom, car); Diggers-Wheel (not Trencher or Road Widener); Double Nine; Drag Line; Dredge; Drill-Kennyor similar type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Environmental Maintenance Mechanic; Frankie Pile; Gradall; Grader: Gurry; Gurry (self propelled); Heavy Equipment Robotics Operator/Mechanic; Hoist - Monorail; Hoist-Stationary & Mobile Tractor; Hoist - Two or three drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal or Kuhlman; Land/Seagoing Vehicle; Loader-Elevating; Loader-Front End; Loader-Skid Steer; Locomotive; Mechanic; Mechanic as Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar type); Post Driver (Carrier Mounted); Power Driven Hydraulic Pumps & Jacks (When used in Slip Form or Lift Slab Construction); Quick Change Barrier Machine; Regulator-Ballast; Rigs-Drilling; Roto Mill (or similar); Scraper/Pan; Shovel; Shuttle Buggy; Side Boom; Slip Form Curb Machine; Speedswing; Spikemaster; Stonecrusher; Tie Puller; Tie Tamper (Single or Multihead); Tire Truck (Assigned to job); Tractor-Double Boom; Tractor with Attachment; Trenching Machine; Tunnel Machine (Mark 21 Java or similar type); Whirley (Or Similar Type):

Group 2 - Asphalt Plant; Bending Machine (Pipeline or Similar type); Boring Machine (Motor Driven); Chip Harvester (Without Boom); Cleaning Machine (Pipeline Type); Coating Machine (Pipeline Type); Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over one buck high); Form Line Machine; Grease Truck Operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building Materials); Paving Breaker (Self-Propelled or Ridden); Pipe Dream; Pot Fireman (Power Agitated) Refrigeration Plant; Road Widener: Roller; Sasgen Derrick; Seeding Machine; Single Drum Hoist (With or Without Tower); Soil Stabilizer (Pump Type); Spray Cure Machine (Self-Propelled); Straw Blower Machine; Sub-Grader; Tube Finisher or Broom (C>M>I> or similar type); Tugger Hoist, Fork-lifts and Lulls;

Group 3 - Air Curtain Destructor (Or similar Type); Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder (Self Propelled); Drill Wagon; Generator Sets; Generator-Steam; Heaters-Portable Power; Hydraulic Manipulator Crane; Hydraulic Power Unit (Not attached to rig for Pile driving Operation); Jacks-Hydraulic (Power Driven); Jacks-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Boom; Pulverizer; Pump (Water or Similar); Road Finishing machine (Pull Type); Saw-Concrete (Self

Propelled Highway Work);Signal Man;Spray Cure Machine (Motor-Powered);Steam Jenny;Stump Cutter;Syphons;Tractor;Trencher-Form;Vibrator-Gasoline;Water Blaster;Welding Machine:

Group 4 - Brakeman;Deck Hand;Fireman;Mechanics Helper;Oiler:

Group 5- Pile Driving Operation

Group 6- 100 Feet to 150 Feet Boom & Jib Combination

Group 7- 151 Feet to 200 Feet Boom & Jib Combination

Group 8- 201 Feet to 250 Feet Boom & Jib Combination

Group 9- 251 Feet to 300 Feet Boom & Jib Combination

Group 10- 301- Feet to 350 Feet Boom & Jib Combination

Group 11- Lead Engineer

Note:

CLASS C: FULL-FACE OR HALF -MASK, AIR PURIFYING RESPIRATORS (NIOSH APPROVED) & HOODED CHEMICAL-RESISTANT CLOTHING

CLASS D: A WORK UNIFORM AFFORDING MINIMAL PROTECTION: USED FOR NUISANCE CONTAMINATION ONLY.

8th 6 Months	90.00	\$22.83	\$5.65	\$4.88	\$0.30	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$34.66	\$46.08

Special Calculation Note : Apprentice Pay based on a percentage of the above classifications.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Added to the base painter rates:

Use of Epoxy / mastic Spraying bar joist / deck \$ 0.65

Spraying all other surfaces \$ 0.50

Working Above 50 feet \$ 0.65

Swingstages \$ 0.65

Details :

Added to the base painter rates:

Use of Epoxy / mastic Spraying bar joist / deck \$ 0.65

Spraying all other surfaces \$ 0.50

Working Above 50 feet \$ 0.65

Swingstages \$ 0.65

HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON,
KNOX, LAKE, LAWRENCE, LICKING,
LOGAN, LORAIN, LUCAS, MADISON,
MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA,
PAULDING, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, PUTNAM, RICHLAND,
ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

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

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

Details :

Ratio :

- 2 Journeymen to 1 Apprentice
- 4 Journeymen to 2 Apprentice
- 7 Journeymen to 3 Apprentice then
- 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA, MAHONING, TRUMBULL

Special Jurisdictional Note :

Details :

Details :

Work but not limited to:Exterior application of manufactured and/or job site fabricated metal decking, siding and exterior appurtenances thereto. The erection of pre-engineered metal buildings, pre-manufactured gas stations and appurtenances thereto. The installation of metal roofs and appurtenances. The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN03-2016fbLoc669

Craft : Sprinkler Fitter Effective Date : 08/17/2016 Last Posted : 09/08/2016

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Sprinkler Fitter	\$35.08	\$8.77	\$6.05	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$55.07	\$72.61
Indentured prior to April 2010											
45%	\$15.79	\$7.45	\$0.00	\$0.45	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$24.38	\$32.28
50%	\$17.54	\$7.45	\$0.00	\$0.45	\$0.00	\$0.74	\$0.00	\$0.00	\$0.00	\$26.18	\$34.95
55%	\$19.29	\$8.77	\$6.05	\$0.45	\$0.00	\$0.53	\$0.00	\$0.00	\$0.00	\$35.09	\$44.74
60%	\$21.05	\$8.77	\$6.05	\$0.45	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$36.90	\$47.42
65%	\$22.80	\$8.77	\$6.05	\$0.45	\$0.00	\$1.13	\$0.00	\$0.00	\$0.00	\$39.20	\$50.60
70%	\$24.56	\$8.77	\$6.05	\$0.45	\$0.00	\$1.18	\$0.00	\$0.00	\$0.00	\$41.01	\$53.29
75%	\$26.31	\$8.77	\$6.05	\$0.45	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$42.81	\$55.96
80%	\$28.06	\$8.77	\$6.05	\$0.45	\$0.00	\$1.28	\$0.00	\$0.00	\$0.00	\$44.61	\$58.64
85%	\$29.82	\$8.77	\$6.05	\$0.45	\$0.00	\$1.32	\$0.00	\$0.00	\$0.00	\$46.41	\$61.32
90%	\$31.57	\$8.77	\$6.05	\$0.45	\$0.00	\$1.37	\$0.00	\$0.00	\$0.00	\$48.21	\$64.00
Apprentice Indentured on or after April 2010	Percent										
CLASS 1	45.00	\$15.79	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$23.69	\$31.58
CLASS 2	50.00	\$17.54	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$25.44	\$34.21
CLASS 3	55.00	\$19.29	\$8.77	\$6.05	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$34.81	\$44.46
CLASS 4	60.00	\$21.05	\$8.77	\$6.05	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$36.57	\$47.09
CLASS 5	65.00	\$22.80	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$38.57	\$49.97
CLASS 6	70.00	\$24.56	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$40.33	\$52.60
CLASS 7	75.00	\$26.31	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$42.08	\$55.24
CLASS 8	80.00	\$28.06	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$43.83	\$57.87
CLASS 9	85.00	\$29.82	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$45.59	\$60.50
CLASS 10	90.00	\$31.57	\$8.77	\$6.05	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$47.34	\$63.13

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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 & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : CN1-2015-fbBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2015 Last Posted : 03/31/2015

Classification	BHR	Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 2	\$25.70	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.41	\$52.26
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)											

Apprentice	Percent											
First 6 months	80.00	\$20.56	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.27	\$44.55
7-12 months	85.00	\$21.84	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.56	\$46.48
13-18 months	90.00	\$23.13	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.14	\$41.71
19-24 months	95.00	\$24.41	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.42	\$43.63
25-30 months	100.00	\$25.70	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.71	\$45.56

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.

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

Details :

6th 1500 hrs	80.00	\$24.03	\$5.70	\$6.40	\$0.74	\$0.72	\$2.40	\$0.74	\$0.00	\$0.00	\$40.73	\$52.75

Special Calculation Note : OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 7.5% of the gross weekly wages.

Ratio :

- 1 to 3 Journeymen to 2 Apprentices
- 4 to 6 Journeymen up to 4 Apprentices
- 7 to 9 Journeymen up to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

- CARROLL*, COLUMBIANA*, HOLMES,
- MAHONING*, STARK, TUSCARAWAS*,
- WAYNE*

Construction Electrician and Construction Wireman Ratio

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

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

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

Details :

** Exception - When fire alarm falls within the scope of this addendum, Cable Pullers can be used to aid in test and be the 2nd Teledata employee on the job

Special Jurisdictional Note : Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

Details :

CABLE PULLERS - are for the installation of cable from one termination point to another.

The following work is EXCLUDED from the Teledata Technician work scope:

- * - Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- * - Installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 feet.
- * - Fire Alarm work on all new construction sites or wherever the fire alarm system is installed in conduit.
- * - All HVAC control work.

following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

Other: National Electrical Benefit Fund

following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

Other: National Electrical Benefit Fund

8th period	75.00	\$22.73	\$5.35	\$3.99	\$2.00	\$0.00	\$1.44	\$0.66	\$0.00	\$0.00	\$36.17	\$47.53
9th period	80.00	\$24.24	\$5.35	\$4.26	\$2.00	\$0.00	\$1.54	\$0.70	\$0.00	\$0.00	\$38.09	\$50.21
10th period	90.00	\$27.27	\$5.35	\$4.79	\$2.00	\$0.00	\$1.73	\$0.79	\$0.00	\$0.00	\$41.93	\$55.57

Special Calculation Note : Other is National Electrical Benefit Fund.

Ratio :

Each job site shall be allowed a ratio of (2) apprentices for every (3) Journeyman of fraction thereof as illustrated below:

- 1-3 Journeyman to 2 Apprentices
- 4-6 Journeyman to 4 Apprentices
- 7-9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, GEAUGA*, MAHONING*, PORTAGE*, TRUMBULL*

Construction Electrician and Construction Wireman Ratio

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

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Scope of Work for the Lt. Commercial Rate is as follows: Small medical clinics, stand-alone doctor and dentist offices with up to 600 amp services (not attached to a hospital), Gas Stations/Convenience stores, fast food restaurants, franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, Nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurant facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with the remodels involving branch re-circuiting) Lighting Retrofits - shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one of one replacement of existing fixtures.

Details :

Special Jurisdictional Note : In Ashtabula County the following townships are included: (Colebrook, Wayne, Williamsfield, Orwell and Windsor). In Geauga County the following townships are included: (Auburn, Middlefield, Parkman and Troy). In Mahoning County the following township is included: (Milton). In Portage County the following townships are included: (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham). In Trumbull County the following townships are excluded: (Liberty and Hubbard).

Details :

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

Vacation: 1 week for 1 year
2 weeks for 2 years or more

Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day - New Years Day

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

Details :

10th period	85.00	\$27.22	\$4.35	\$2.99	\$0.50	\$0.00	\$3.26	\$0.81	\$0.00	\$0.00	\$39.13	\$52.74
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Special Calculation Note : OTHER IS: Administration Fund.

Ratio :

- 1-3 Journeymen to 2 Apprentices
- 4-6 Journeymen to 4 Apprentices
- 7-9 Journeymen to 6 Apprentices per job site

Jurisdiction (* denotes special jurisdictional note) :

COLUMBIANA*, MAHONING*, TRUMBULL*

Construction Electrician and Construction Wireman Ratio

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

Special Jurisdictional Note : In Columbiana County the following townships are included: (Butler, Fairfield, Salem, Perry, and Unity). In Mahoning County Milton and Smith townships are excluded. In Trumbull County Liberty and Hubbard townships are included.

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

Details :

(Butler, Fairfield, Salem, Perry, and Unity). In Mahoning County Milton and Smith townships are excluded. In Trumbull County the following townships are included: (Liberty and Hubbard).

Details :

Cable Pullers are for the installation of cable from one termination point to another.

Cable Technicians in addition to the installation of cables may also install devices, terminate cables and perform the necessary cable testing.

To be eligible for the classification of Cable Technician, an employee shall have at least two years of documented data, video or voice premise cabling installation experience. The Cable Technician shall be skilled with an knowledgeable of fiber optic and copper cabling installations, terminations, grounding and bonding principles, codes and standards, and job lay-outs. The Cable Technician shall be able to read and interpret blueprints and drawings, and shall have the ability to perform installations and testing without ongoing supervision and direction.

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

2 Journeymen to 1 Apprentice, reinforcing work RICHLAND, STARK, SUMMIT*,
1 Journeymen to 2 Apprentice, roadway TUSCARAWAS, WAYNE
sinage/sound barrier

***the ratio of apprentices to journeymen may be
adjusted higher on a job-to job basis with the
approval of the business manager and/or business
agent.

Special Jurisdictional Note : The jurisdictional line between Local 17 and Local 550 is
determined as follows: All territory North of Old Route 224 line to be within the jurisdiction of
Local 17. All territory South of Old Route 224 line is to be the jurisdiction of Local 550,
except for everything within the City limits of Barberton which shall be under the jurisdiction
of Local 17.

Details :

MAHONING*, MEDINA*, PORTAGE*,
RICHLAND, STARK, SUMMIT*,
TUSCARAWAS, WAYNE

Special Jurisdictional Note : The jurisdictional line between Locals 17 and 550 is determined as follows: All territory North of Old Route 224 line is to be within the jurisdiction of Local 17.

All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

Details :

SECTION 6

Bid Conditions

<u>DESCRIPTION</u>	<u>PAGES</u>
Equal Employment Opportunity Clause	6-1 / 6-3
Construction Contract Specifications Per Executive Order 11246	6-4 / 6-8
Notice of Requirements	6-9 / 6-10
Minority / Female Business Program	6-11 / 6-12

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
As Per Section 547.21

All contracts entered into by the City involving the expenditure of the amount of funds requiring advertising and competitive bidding under the Youngstown Home Rule Charter shall incorporate equal opportunity clauses, which read as follows:

- A. The contractor or vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin or place of birth. The contractor or vendor shall take affirmative action in accordance with the terms outlined in its proposal and the provisions of this contract to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin or place of birth. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor or vendor agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the City setting forth the provisions of the non-discrimination clauses.
- B. The contractor or vendor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor or vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry, national origin or place of birth.
- C. The contractor or vendor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the labor union or workers' representative of the contractor's or vendor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or vendor shall comply with rules, regulations and relevant orders promulgated by the Human Relations Commission, pursuant to its duties created by ordinance.
- E. The contractor or vendor shall file and shall cause each of his subcontractors and material suppliers to file compliance reports with the Human Relations Commission as may be directed. Compliance reports shall be filed within such times and shall contain such information as to the practices, policies, programs and employment policies, programs and employment statistics of the contractor, vendor, material supplier or subcontractor and shall be in such form as the Human Relations Commission may prescribe.

F. The contractor or vendor shall furnish all information and reports required by this contract and by the rules, regulations and orders of the Human Relations Commission pursuant hereto and shall permit reasonable access to his books, records and accounts by the Human Relations Commission or its representative, as necessary for purposes of investigation to ascertain compliance with this contract and rules, regulations or orders.

G. In the event of the contractor's or vendor's failure to comply with the equal employment opportunity and affirmative action provisions of this contract, including the affirmative action undertaking outlined in its proposal or with any of the rules, regulations or orders herein referred to, it is agreed that the City at its option, may do any or all of the following:

1. Cancel, terminate or suspend this contract, in whole or in part, except if this contract constitutes a lease of real estate for a period exceeding three years. Nothing herein contained shall prevent the City from enforcing the terms and conditions of any such lease by injunction or other appropriate relief.
2. Declare the contract or vendor ineligible for further City contracts.
3. Recover from the contractor or vendor by setoff against the unpaid portion of the contract price or otherwise pursuant to this contract, the sum of \$50 per day, as liquidated damages and not as a penalty for each day that the contractor or vendor shall fail to comply with these provisions of the contract as determined by the Human Relations Commission in accordance with its rules and regulations, the said sum being fixed and agreed upon by and between the contract and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such a breach of contract and that amount is agreed to be the amount of damages which the City would sustain.
4. Impose such other sanctions as may be imposed by the Human Relations Commission pursuant to ordinances passed by City Council or seek such other remedies as may be provided by law.

H. The contractor or vendor shall include the provision of this contract in every subcontract, so that such provisions shall be binding upon each subcontractor. The contractor or vendor shall take such action with respect to any subcontractors as the Human Relations Commission may direct as a means of enforcing such provisions, including sanctions for non-compliance. However, in the event the contractor or vendor becomes involved in or is threatened with litigation with a subcontractor as a result of such direction by the Human Relations Commission, the contractor or vendor may request the City to enter into such litigation to protect the interests of the City.

EQUAL EMPLOYMENT CLAUSE

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (3) The contractor shall send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this section and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 as amended and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 as amended and by rules, regulations and orders of the Secretary of Labor or pursuant hereto and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event the contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized by Executive Order 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended or by rules, regulations or orders of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 104 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

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

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

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

NOTE:HOMETOWN PLANS ARE NO LONGER SPECIFIED BY THE U.S. DEPARTMENT OF LABOR AND HAVE BEEN REPLACED BY THE DESIGNATION OF "COVERED AREAS."

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or his unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file on the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet his obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under "7b" above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct his recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment

needs. Not later than one month prior to the date for the acceptance of application for apprenticeship or other training by any recruitment source the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas on a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all 'supervisors' adherence to and performances under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ("7a" through "p"). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under "7a" through "p" of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet his individual goals and documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established (see following notice). The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner. (For example, even though the contractor has achieved his goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
13. The contractor in fulfilling his obligations under these specifications shall implement specific affirmative action steps at least as extensive as those standards prescribed in Paragraph "7" of these specifications, so as to achieve maximum results from his efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily and understandable and retrievable form; however, to the degree that existing records satisfy this requirements, contractor shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
EXECUTIVE ORDER 11246**

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

<u>Time Table</u>	<u>FEMALE</u> <u>Trade</u>	<u>Percentage</u>
Until Further Notice	All	5% - 10%
<u>MINORITIES</u>		
<u>Time Table</u>	<u>Trade</u>	<u>Percentage</u>
Until Further Notice	All	25% - 35%

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, he shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both his federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on his implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and his efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of his projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the

Tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is Mahoning County:

CITY OF YOUNGSTOWN
MINORITY BUSINESS ENTERPRISE PROGRAM

Policy Statement

- a.) It will be the policy of the City of Youngstown to encourage and increase the participation of businesses, owned and controlled by minorities and females in construction and supply contracts funded by the City. Executive order 11625, Section 6, defines Minority and Female Business Enterprise as follows:

A business enterprise that is owned or controlled by one or more socially or economically disadvantaged person, such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Negroes, Puerto Ricans, and any other socially and economically disadvantage individuals, Spanish-speaking Americans, American Indians, Eskimos and Aleuts. Federal law and Executive Order 11625 makes it mandatory for state and local governmental agencies receiving federal funds to develop a comprehensive plan to encourage minority and female business enterprise. The City of Youngstown's MFBE plan complies with those federal laws and the presidential proclamation plan.

- b.) To ensure that the City commitments to Minority and Female Business Enterprise are carried out in good faith, the Affirmative Action Office is hereby directed to see that the following actions are taken:

There is prime contractor's compliance with the Minority and Female Business Enterprise program.

- a. This shall consist of, but not limited to, the following:

Require percentage goals for prime contractors with respect to minority subcontracting.

- b. All prime contractors will present for approval by the City's Affirmative Action Office, as a part of their response to bid invitations, a written commitment to utilize Minority and Female Business Enterprise.

- (1) If a contract is awarded, a written commitment to utilize Minority and Female Business Enterprise will be monitored by the Affirmative Action Office.
- (2) If a contractor receives more than one contract to do business with the City, and the nature of each contract is different, the contractor must submit a written commitment for Minority and Female Business Enterprise with each contract.

- (3) Each commitment or affirmative action plan of the various prime contractors shall be reassessed at least yearly to assure compliance with the intent of this Minority and Female Business Enterprise program.
- (4) The prime contractor may request assistance from the City of Youngstown's Affirmative Action Office in preparing their written commitment toward Minority and Female Business Enterprise.

Reporting

The Affirmative Action Coordinator shall submit, along with regular quarterly report, a report describing the activities undertaken toward and progress achieved toward meeting the goals of this Minority and Female Business Enterprise program to the Mayor.

Goals and Timetables

Goals will be based on a range of 15-25% (five (5) years) allowing for social and economic conditions of the total business community, specifically. Any deviation from this format must be justified by the Affirmative Action Coordinator.

September 21, 1980, to September 20, 1985	15%-25%
September 21, 1985, to September 20, 1990	25%-35%
September 21, 1990, to September 20, 1995	25%-35%
Until Further Notice	25%-35%

Goals and Timetables

Women Business Enterprise (WBE):

1985-1990	5%-10%
1990-1995	5%-10%
Until Further Notice	5%-10%

INSTRUCTIONS TO BIDDERS

Minority and Female Business Enterprisers (MBE/FBE) Certification

Only those Minority and Female Business Enterprises (MBE/FBE) certified by the State of Ohio Department of Administrative Services will be eligible for the fulfillment of the MBE/FBE participation goal. MBE/FBE listing may be obtained by searching the State of Ohio's database located at: <http://eodreporting.oit.ohio.gov/searchMBE.aspx>

If an uncertified MBE/FBE elects to compete for the contract, they may do so, but any bid submitted will not be counted towards fulfillment of the FBE/MBE participation goal.

To apply for an MBE/FBE certification contact:

Ohio Department of Administrative Services
4200 Surface Road
Columbus, Ohio 43228
Phone: 614-466-8380
Fax: 614-728-5628
Email: eod@das.ohio.gov

The City of Youngstown, Monitor Assistant Coordinator, Mark D'Apolito, 330.742.8874, mdapolito@cityofyoungstownoh.com is available to assist businesses with MBE, FBE, and EDGE questions.

Upon receipt of an MBE/FBE the Monitor Assistant Coordinator may verify the information with the Ohio Department of Administrative Services.

MBE/FBE Participation Goal

The City of Youngstown encourages contractors to be innovative in their efforts to meet the goal(s) of the MBE/FBE Program.

Bidders who are **subcontracting** work to a Minority or Female Business Enterprisers are required to complete and submit prior to signing of the contract, the Participation Agreement form in Section 6. The **MBE/FBE Subcontractor** to be utilized shall complete the form and submit **prior to the City executing the contract**.

Bidders who **fail to meet** the goal or goals shall submit a completed *Evidence of Good Faith Effort* form in Section 6-12f prior to contract execution to the Monitor Assistant Coordinator.

Must be submitted prior to execution of contract

MBE/FBE PARTICIPATION AGREEMENT

Project Name _____ Total Amount of Bid/Proposal \$ _____

Name of Business Submitting Proposal _____

Address _____

City _____ State _____ Zip Code _____

Telephone with Area Code: _____

Firm Owned by: _____ Majority _____ MBE _____ FBE

Amount to be Subcontracted to MBE/FBE: \$ _____

Service(s) to be Rendered by MBE/FBE: _____

Supply(ies) to be Furnished by MBE/FBE _____

Name _____ Title _____

(Type or Print)

Signature _____

(Must be an original signature, preferable in blue ink)

Must be submitted prior to execution of contract

MBE/FBE SUBCONTRACTOR TO BE UTILIZED

(Must be certified by the City of Youngstown, MBE/FBE Program Office or its designee)

Name of MBE/FBE Subcontractor _____

Address _____

City _____ State _____ Zip Code _____

Telephone with Area Code: _____

The undersigned herewith agrees to subcontract with the above named bidder for the above said service(s) or supply(ies) To be furnished to the City of Youngstown.

MBE/FBE Subcontractor's Name _____ Title _____
(Type or Print)

MBE/FBE Subcontractor's Signature _____
(Must be an original signature, preferably in blue ink)

Good Faith Effort

When the CITY selects the lowest and best bidder, the bidder must submit an MBE/FBE participation agreement which includes contract specific goals. The participation agreement must be submitted prior to the execution of the contract.

Selected Bidders who cannot meet the goal or goals must submit a completed, “**Evidence of Good Faith Effort**” form and the “Application for Waiver”

The “**Evidence of Good Faith Effort**” form describes the evidence of the total efforts made toward meeting the MBE/FBE participation goal or goals and includes, for example, those MBE/FBEs contacted but considered unavailable to provide the goods or services requested by the prime bidder.

Application for Waiver: If the contractor, consultant, supplier, or vendor does not meet the project goal or goals, the bidder or offeror may seek a partial or total waiver of the project goal or goals. The application for waiver of all or part of the project goal or goals shall include full documentary evidence of the bidder’s or offeror’s good faith efforts to meet the project goal or goals and why the request for waiver should be granted. The Application For Waiver shall be notarized and submitted with the Evidence of Good Faith Effort form to MYCAP prior to execution of the contract. Additional explanation, affidavits, exhibits, or other materials may be required by the MYCAP to substantiate the request for total or partial waiver of the MBE/FBE goals.

Bidders should contact MYCAP immediately for guidance and assistance in the event that:

1. The bidder anticipates or has difficulty in identifying and/or obtaining certified MBE/FBEs for subcontract participation.
2. The bidder is unable to identify portions of the contract that can be subcontracted for participation.

The City may elect not to execute a contract with a Bidder who fails to meet participation goals or obtain a waiver and award the contract to the next lowest and best bidder, if there will be no adverse financial impact on the City, or may elect to reject all bids.

EVIDENCE OF GOOD FAITH EFFORT

Company Name	Project Description
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<u>In an attempt to meet the MBE/FBE goals, the following steps were taken:</u>	Yes	No
1. Our company was represented at the pre-bid or pre-proposal meeting.	_____	_____
2. A current list of City certified MBE/FBEs was obtained from MYCAP.	_____	_____
3. Efforts were made to select portions of the work and notify MBE/FBEs of our intentions to subcontract specific goods and/or services through:	_____	_____
a) Advertisement in media and/or trade publications	_____	_____
b) Providing information relative to any plans and specifications for	_____	_____
c) this project, including the anticipated starting time and duration of the work or provision of goods or services.	_____	_____
c) Direct contact with MBE/FBEs to solicit and negotiate participation. (Document on Page 2 of this form all attempts to solicit MBE/FBEs)	_____	_____

<u>The MBE/FBE Goal should not apply to this project because:</u>	Check One
1. Due to the nature of this bid or proposal, subcontracting opportunities are not available to any subcontractor (explain below).	<input type="checkbox"/>
2. Due to the nature of our product or the manner in which our business is conducted, Subcontracting is not feasible (explain below).	<input type="checkbox"/>
3. Other (explain below).	<input type="checkbox"/>

Additional explanation, affidavits, exhibits or other materials may be required by the MFBE Program Office to substantiate the above.

REQUEST FOR WAIVER

I certify that the information given herein is true and correct, and hereby request a total/partial waiver of The MBE/FBE participation goal or goals for this project.

X Signature	Date
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Notary X	(Seal)	My Commission Expires
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EVIDENCE OF GOOD FAITH EFFORT

FIRM NAME & ADDRESS	PHONE	CONTACT PERSON	SERVICES / PRODUCTS REQUESTED	DATE CONTACTED	REASON UNAVAILABLE

SECTION 7

Additional Funding Source Requirements

DESCRIPTION

PAGES

N/A

NOTE:

SECTION 7 – SECTION 7 IN NOT APPLICABLE TO THIS PROJECT

SECTION 8

SUPPLEMENTAL SPECIFICATIONS

DESCRIPTION

PAGES

This Section does not apply to this project. The latest version of the State of Ohio Department of Transportation Construction and Material Specifications governs all specifications for the contract.

SEE VOLUME 2 OF 2 FOR TECHNICAL SPECIFICATIONS

SECTION 9
Completion Affidavit

<u>DESCRIPTION</u>	<u>PAGES</u>
Completion Affidavit	9-1

NOTE:

SECTION 9 - COMPLETION AFFIDAVIT TO BE FILLED OUT COMPLETELY AFTER CONTRACT IS SATISFACTORILY COMPLETED AND ACCEPTED BY THE CITY.

