

CITY OF YOUNGSTOWN

CONTRACT AND BIDDING DOCUMENTS

FOR LABOR AND MATERIALS

PROJECT NAME:

**DEMSEY SITE REMEDIATION**  
**Sections 1,2,3,4,5,6,7,9**

(To be submitted with the Bid)

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

PREPARED BY:  
CITY OF YOUNGSTOWN  
DEPARTMENT OF PUBLIC WORKS

VOLUME 1 OF 2

NOVEMBER 2016

**PROJECT MANUAL**

**DEMSEY SITE REMEDIATION**  
**AREA IA #8**

**Prepared For:**

**CITY OF YOUNGSTOWN**  
**26 SOUTH PHELPS STREET**  
**YOUNGSTOWN, OH 44503**

**PREPARED BY:**

**ms consultants, inc.**  
**333 East Federal Street**  
**Youngstown, Ohio**

**ms project No. 61-04B32-01**

**OCTOBER 28, 2016**

**YOUNGSTOWN CITY COUNCIL**

PRESIDENT OF COUNCIL	CHARLES SAMMARONE
1 <sup>ST</sup> WARD COUNCILMAN	JULIUS T. OLIVER
2 <sup>ND</sup> WARD COUNCILMAN	T.J. RODGERS
3 <sup>RD</sup> WARD COUNCILMAN	L. NATHANIEL PINKARD
4 <sup>TH</sup> WARD COUNCILMAN	MIKE RAY, JR.
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6 <sup>TH</sup> WARD COUNCILMAN	ANITA DAVIS
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**BOARD OF CONTROL**

JOHN A. McNALLY, MAYOR

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:

### DEMSEY SITE REMEDIATION

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 **Tuesday, November 22, 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 MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM, ON MONDAY NOVEMBER 14, 2016 IN THE ENGINEERING DEPARTMENT CONFERENCE ROOM, FIFTH FLOOR CITY HALL BUILDING, 26 SOUTH PHELPS STREET, YOUNGSTOWN, OHIO 44503. IMMEDIATELY FOLLOWING THE PRE-BID CONFERENCE THE ENGINEER WILL CONDUCT A SITE WALKOVER FOR THE BIDDERS**

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 4, 2016**  
**NOVEMBER 11, 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, 2010.

**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 **no later than March 31, 2017.** Bidder agrees to pay as liquidated damages, the sum of **TWO THOUSAND FIVE HUNDRED** dollars **(\$2,500.00)** 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 form 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 of 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**

<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
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:

### **DEMSEY SITE REMEDIATION AREA IA #8**

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 and invoiced by the close of business on March 31, 2017** after the date of authorization to proceed given in the notice to the Contractor in order to comply with the USEPA BRLF loan agreement.

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 and invoiced by the close of business on **March 31, 2017**, at TWO THOUSAND FIVE HUNDRED dollars (\$2,500.00) 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).

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

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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  
 \_\_\_\_\_  
 Printed Name  
 Its \_\_\_\_\_  
 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 FORM**

This is a "UNIT PRICE" bid and the amount entered for each item will be considered as "PRICE PER UNIT" and will be so computed. On each estimated quantity item the total amount bid must equal the unit price bid multiplied by the estimated quantity. For example, if the "Unit Price Bid" is \$5.00 per unit and the "ESTIMATED QUANTITY" is 1,000 "UNITS", the "Total Amount Bid" will be \$5,000.00. In case of discrepancy, the "UNIT PRICE" bid will be considered as the intent of the bid.

CITY OF YOUNGSTOWN DEMPSEY SITE REMEDIATION PROJECT						
ITEM NO.	SECTION	ESTIMATED QUANTITY	DESCRIPTION	UNIT	FIGURES	TOTAL AMOUNT BID (Dollars & Cents)
1		1	MOBILIZATION	LS	FIGURES	
2		1	ALLOWANCE FOR WASTE CHARACTERIZATION AND VERIFICATION SAMPLING	LS	FIGURES	\$50,000.00
3		1	PROJECT SURVEY AND ALLOWANCE	LS	FIGURES	\$25,000.00
4		1	ENVIRONMENTAL PROTECTION INCLUDING ABANDONING GROUNDWATER WELLS	LS	FIGURES	
5		1	MAINTENANCE OF TRAFFIC	LS	FIGURES	
6		1	MAINTENANCE OF SITE ACTIVITIES	LS	FIGURES	
7		280	REMOVAL OF OVERBURDEN AS DIRECTED	CY	FIGURES	
8		700	EXCAVATION, TRANSPORTATION AND DISPOSAL OF PCB CONTAMINATED DRUMS AND ASSOCIATED MATERIAL INCLUDING ADMIXTURES TO SOLIDIFY MATERIAL AS DIRECTED BY ENGINEER	TONS	FIGURES	
9		700	EXCAVATION, TRANSPORTATION AND DISPOSAL OF PCB CONTAMINATED MATERIAL INCLUDING ADMIXTURES TO SOLIDIFY MATERIAL AS DIRECTED BY ENGINEER	TONS	FIGURES	
10		1100	EXCAVATION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE MATERIAL INCLUDING ADMIXTURES TO SOLIDIFY MATERIAL AS DIRECTED BY ENGINEER	TONS	FIGURES	

BID FORM CONT'D - DEMPSEY SITE REMEDIATION PROJECT						
ITEM NO.	SECTION	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE BID (Dollars & Cents)	TOTAL AMOUNT BID (Dollars & Cents)
11		60,000	COST TO PROVIDE ALL REQUIRED BAKER TANK(S) AND ALL NECESSARY EQUIPMENT TO FILL, CONTAIN, STORE AND DISPOSE OF ALL CONTENTS, DECONTAMINATE AND REMOVE FROM SITE	GAL	FIGURES	
12		700	EXCAVATION, TRANSPORTATION AND PLACEMENT OF PAH WASTE MATERIAL INCLUDING COMPACTION OF MATERIAL AS DIRECTED BY ENGINEER	CY	FIGURES	
13		280	PLACEMENT AND COMPACTION OF EXCAVATED OVERBURDEN AS DIRECTED	CY	FIGURES	
14		1,000	PROVIDE, APPLY, REMOVE AND DISPOSE, AS NECESSARY ANY ADDITIONAL ADMIXTURE MATERIAL FOR SOLIDIFYING WASTE SOILS OR REMOVING FLOATING OILS FROM GROUNDWATER	LS	FIGURES	
15		1,300	PROVIDE, HAUL, INSTALL AND COMPACT OILOFF VAP PROGRAM APPROVED FILL MATERIAL AS DIRECTED	CY	FIGURES	
16		450	PROVIDE, HAUL AND PLACE OHIO EPA VAP PROGRAM APPROVED TOPSOIL MATERIAL AS DIRECTED	CY	FIGURES	
17		1	FENCE INSTALLATION	LS	FIGURES	
18		1	PERMANENT SEEDING AND MULCHING	LS	FIGURES	
19		400	ODOT 1 X 4 LIMESTONE MATERIAL	CY	FIGURES	
20		500	GEOFABRIC	SY	FIGURES	

BID FORM CONT'D - DEMPSEY SITE REMEDIATION PROJECT

ITEM NO.	SECTION	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE BID (Dollars & Cents)	TOTAL AMOUNT BID (Dollars & Cents)
21		250	ODOT 304 LIMESTONE MATERIAL	CY		
22		175	CONDUIT INSTALLATION	LF		
23		1	DEMobilIZATION	LS		
24		1	ALLOWANCE FOR ADDITIONAL SITE ACTIVITIES AS DIRECTED BY THE ENGINEER	LS	\$100,000.00	\$100,000.00

TOTAL BID IN WRITING

\$ TOTAL BID IN FIGURES

BIDDER

SIGNATURE OF AUTHORIZED OFFICER

NOTE: ALL BIDDERS, PLEASE PROVIDE THE NAME, ADDRESS, PHONE NUMBER, QUALIFICATIONS AND CONTACT INFORMATION FOR THE HAZARDOUS WASTE MANAGEMENT SERVICE ORGANIZATION FIRM YOU INTEND TO USE ON THIS PROJECT BELOW. SEE SECTION 01 10 00 FOR PROJECT SPECIFIC REQUIREMENTS.

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_

**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









**ACKNOWLEDGEMENT BY SURETY COMPANY**

**IMPORTANT:** Surety Companies executing Bonds must appear on the Treasury Department's most current list, i. e., Circular 570, as amended and be authorized to transact business in the state where the Project is located.

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came

\_\_\_\_\_  
(Surety Agent)  
to me personally know, and known to me to be the \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Name of Surety Company)

the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety Agent)

that (s)he is the \_\_\_\_\_ of said corporation; that  
(Title)

(s)he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that (s)he signed his name thereto by like order.

\_\_\_\_\_  
(Signature of Surety Agent)

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_, 20 \_\_\_.

(SEAL)







**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 (I) (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 (I) (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**

<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
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 **DEMSEY SITE REMEDIATION AREA IA #8**

\_\_\_\_\_  
(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 **BY MARCH 31, 2017**

Contract (continued)

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 TWO THOUSAND FIVE (\$2,500.00) Dollars per day, plus all costs for HUNDRED 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

\_\_\_\_\_  
Typed/Printed

APPROVED AS TO FORM

\_\_\_\_\_  
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**

**FEDERALLY FUNDED PROJECTS**

**DESCRIPTION**

**PAGES**

Federal Labor Standards Provisions

**F-1-F-5**

Statement of Compliance (Weekly)

**F- 6**

Affidavit of Compliance (Final)

**F- 7**

Federal Labor Wage Rates

**1 – end**

State & County Wage Rates (If applicable)

**5-1 – end**

**Applicability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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

STATEMENT OF COMPLIANCE

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

do hereby certify:

(1 ) That the payroll for the payroll period contains the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

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

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

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of

\_\_\_\_\_

20 \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner upon the submission of each weekly payroll. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 (available from the Superintendent of Documents (Federal Stock Number 029-005- 00014-1), U.S. Government Printing Office, Washington, D.C. 20402) shall satisfy the requirement for submission of the "Statement of Compliance".**

**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 The Davis Bacon Act. 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 \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

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

General Decision Number: OH160111 09/23/2016 OH111

Superseded General Decision Number: OH20150111

State: Ohio

Construction Type: Building

County: Mahoning County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/05/2016
4	02/19/2016
5	05/06/2016
6	06/17/2016
7	07/08/2016
8	08/12/2016
9	09/02/2016
10	09/23/2016

\* ASBE0008-010 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.40	15.67
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BROH0008-006 06/01/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 27.15	16.82
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BROH0008-008 06/01/2015		
	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 27.15	16.82
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BROH0036-001 05/01/2015

	Rates	Fringes
TILE SETTER.....	\$ 29.06	10.49

-----  
CARP0171-003 05/01/2014

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only, Excludes Form Work).....	\$ 26.02	15.49

-----  
ELEC0064-004 11/30/2015

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 32.02	13.74

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ELEV0045-004 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.40	29.985+a+b

## PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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ENGI0066-049 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid Loader; Bulldozer; Crane; Grader/Blade; Loader.....	\$ 31.02	17.51
Forklift.....	\$ 27.91	17.51
Mechanic.....	\$ 31.52	17.51
Oiler.....	\$ 21.79	17.51

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IRON0207-014 06/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 28.06	22.70

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LABO0125-002 06/01/2016

	Rates	Fringes
LABORER		
Common or General.....	\$ 25.79	10.30
Mason Tender - Brick & Cement/Concrete.....	\$ 26.15	10.30
-----		
LABO0935-001 05/01/2014		
	Rates	Fringes
LABORER		
Form Work.....	\$ 28.15	9.80
-----		
PAIN0476-003 06/01/2016		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 25.37	11.93
-----		
PAIN0476-004 06/01/2016		
	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only).....	\$ 25.57	11.93
-----		
PAIN0847-002 06/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 25.76	15.54
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PLAS0179-001 06/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.95	17.11
-----		
PLUM0396-004 06/01/2016		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 33.50	21.96
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 33.50	21.96
-----		
ROOF0044-003 05/01/2016		
	Rates	Fringes
ROOFER.....	\$ 31.10	17.83
-----		
SHEE0033-022 07/01/2016		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.92	23.11

-----  
 SHEE0033-023 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 29.92	23.11

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\* UAVG-OH-0029 01/01/2016

	Rates	Fringes
PAINTER: Spray.....	\$ 25.29	11.73

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SUOH2012-092 08/29/2014

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.58	0.00
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 26.89	14.18
TILE FINISHER.....	\$ 24.24	9.75
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: OH160002 10/14/2016 OH2

Superseded General Decision Number: OH20150002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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8	04/22/2016
9	05/06/2016
10	05/13/2016
11	05/27/2016
12	06/17/2016
13	06/24/2016
14	07/01/2016
15	07/08/2016
16	07/15/2016
17	07/22/2016
18	08/12/2016
19	08/19/2016
20	08/26/2016
21	09/02/2016
22	09/23/2016
23	10/14/2016

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.29	16.80

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 BROH0001-001 07/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.10	14.01

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 BROH0001-004 06/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.48	12.62

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 BROH0003-002 07/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.85	17.91

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 BROH0005-003 05/01/2015

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 33.81	13.86
SANDBLASTERS.....	\$ 34.06	13.86
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 34.31	13.86
SWING SCAFFOLDS.....	\$ 34.56	13.86

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 BROH0006-005 06/01/2015

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

	Rates	Fringes
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Bricklayer, Stonemason.....	\$ 29.48	12.62
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 BROH0007-005 06/01/2015

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 30.24	15.21

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 BROH0007-010 06/01/2015

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 29.48	12.62

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 BROH0008-001 06/01/2015

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

	Rates	Fringes
BRICKLAYER.....	\$ 27.15	18.19

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 BROH0009-002 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62
Refractory.....	\$ 29.48	12.62

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 BROH0010-002 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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 BROH0014-002 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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 BROH0016-002 05/01/2015

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.03	14.9

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BROH0018-002 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0022-004 06/01/2015

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0032-001 06/01/2015

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0035-002 06/01/2015

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0039-002 06/01/2015

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.00	18.60

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BROH0040-003 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.09	17.18

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

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BROH0044-002 06/01/2015

	Rates	Fringes
Bricklayer, Stonemason COSHOCKTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 29.48	12.62

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BROH0045-002 06/01/2015

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.11	13.75

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BROH0046-002 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.60	16.88

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

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BROH0052-001 06/01/2015

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.48	12.62

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BROH0052-003 06/01/2015

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.10	15.80

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BROH0055-003 06/01/2015

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.12	15.74

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CARP0003-004 05/01/2014

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 25.61	15.10

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CARP0069-003 05/01/2014

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.50	13.67

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CARP0069-006 05/01/2014

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 23.66	13.05

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CARP0171-002 05/01/2014

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 26.02	15.49

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CARP0200-002 05/01/2016

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

## COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 28.70	15.39
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 28.70	15.39

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CARP0248-005 07/01/2008

## LUCAS &amp; WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

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CARP0248-008 07/01/2008

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

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CARP0254-002 05/01/2014

## ASHTABULA, CUYAHOGA, GEAUGA &amp; LAKE

	Rates	Fringes
CARPENTER.....	\$ 31.61	14.46

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CARP0372-002 07/01/2008

## ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM &amp; VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 23.18	13.28

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CARP0639-003 05/01/2014

## MEDINA, PORTAGE &amp; SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 29.59	14.64

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CARP0735-002 05/01/2014

## ASHLAND, ERIE, HURON, LORAIN &amp; RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 24.80	13.29

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CARP1311-001 05/01/2014

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

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

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CARP1393-002 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender...\$	27.30	16.05
DIVERS - \$250.00 per day		

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CARP1393-003 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender...\$	25.15	15.92
DIVERS - \$250.00 per day		

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CARP1871-006 06/01/2013

BELMONT, HARRISON, & MONROE

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

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CARP1871-008 06/01/2013

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

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

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CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

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

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 CARP1871-015 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

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

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CARP1871-017 06/01/2013

MAHONING & TRUMBULL

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

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CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

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CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

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\* ELEC0008-002 05/23/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 37.36	4.5%+18.63

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ELEC0032-003 06/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 28.32	15.18

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ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,

Marseilles, Mifflin, Richland, Ridge & Salem Townships)

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

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

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ELEC0038-002 04/25/2016

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 37.13	20.38

FOOTNOTES;

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

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ELEC0038-008 04/25/2016

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 26.05	10.90+a+b
Installer Technician.....	\$ 24.80	10.86+a+b

FOOTNOTES;

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

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ELEC0064-003 11/30/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.02	13.74

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 ELEC0071-001 12/28/2015

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

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 32.24	12.34
Groundmen.....	\$ 23.28	10.37
Linemen & Cable Splicers....	\$ 35.82	13.13

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 ELEC0071-004 12/28/2015

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.24	12.34
Groundman.....	\$ 23.28	10.37
Lineman & Cable Splicers....	\$ 35.82	13.13

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 ELEC0071-005 12/29/2015

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	31.30	13.07
Municipal Power/Transit Projects.....\$	37.34	14.58
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...\$	24.34	11.33
Municipal Power/Transit Projects.....\$	29.05	12.51
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal &		

Highway Lighting Projects...\$ 34.78	13.94
Municipal Power/Transit Projects.....\$ 41.49	15.61

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ELEC0071-008 12/28/2015

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 32.24		12.34
Groundman.....\$ 23.28		10.37
Lineman & Cable Splicers....\$ 35.82		13.13

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ELEC0071-010 12/28/2015

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

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 32.24		12.34
Groundman.....\$ 23.28		10.37
Lineman & Cable Splicers....\$ 35.82		13.13

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ELEC0071-013 12/28/2015

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 32.24		12.34
Groundman.....\$ 23.28		10.37
Lineman & Cable Splicers....\$ 35.82		13.13

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ELEC0071-014 12/28/2015

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

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 32.24		12.34
Groundman.....\$ 23.28		10.37
Lineman & Cable Splicers....\$ 35.82		13.13

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ELEC0082-002 11/30/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 28.60	17.60

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ELEC0082-006 11/30/2015

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 10.24	4.91
Installer/Technician.....	\$ 22.75	10.56

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ELEC0129-003 02/29/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	16.24

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ELEC0129-004 02/29/2016

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksville, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	16.24

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ELEC0141-003 09/05/2016

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 32.45	24.22
ELECTRICIAN.....	\$ 29.20	23.63

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ELEC0212-003 06/06/2016

BROWN, CLERMONT &amp; HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.47	17.78

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ELEC0212-005 06/06/2016

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.47	17.78

ELEC0245-003 08/31/2015

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 42.19	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 16.05	25.20%+\$5.00+a
Heli-arc Welding.....	\$ 36.99	25.20%+\$5.00+a
Lineman.....	\$ 36.69	25.20%+\$5.00+a
Operator - Class 1.....	\$ 29.35	25.20%+\$5.00+a
Operator - Class 2.....	\$ 25.68	25.20%+\$5.00+a
Traffic Signal & Lighting		
Technician.....	\$ 33.02	25.20%+\$5.00+a

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

ELEC0245-004 08/31/2015

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 42.19	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 16.05	25.20%+\$5.00+a
Lineman.....	\$ 36.69	25.20%+\$5.00+a
Operator - Class 1.....	\$ 29.35	25.20%+\$5.00+a
Operator - Class 2.....	\$ 25.68	25.20%+\$5.00+a

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

ELEC0246-006 10/29/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	26.16

ELEC0306-005 05/30/2016

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer,

Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 33.79	5%+16.41

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ELEC0317-002 06/01/2016

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 33.31	22.98

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ELEC0540-003 06/05/1997

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

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

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ELEC0540-005 12/28/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.04	21.78

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ELEC0573-003 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.57	16.85

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ELEC0575-001 05/30/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.85	14.02

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 ELEC0648-001 09/05/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	17.23
ELECTRICIAN.....	\$ 30.00	17.20

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 ELEC0673-004 06/01/2015

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.29	17.11
ELECTRICIAN.....	\$ 33.37	3%+17.05

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 ELEC0683-002 05/30/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 31.45	15.85
ELECTRICIAN.....	\$ 31.85	17.38

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 ELEC0688-003 05/30/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 28.16	16.34

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 ELEC0972-002 06/01/2015

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

	Rates	Fringes
CABLE SPLICER.....	\$ 32.74	22.38
ELECTRICIAN.....	\$ 32.49	22.38

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 ELEC1105-001 12/28/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.20	15.08

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 ENGI0018-003 06/01/2016

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.33	14.41
GROUP 2.....	\$ 35.23	14.41
GROUP 3.....	\$ 34.19	14.41
GROUP 4.....	\$ 32.97	14.41
GROUP 5.....	\$ 27.68	14.41
GROUP 6.....	\$ 35.58	14.41
GROUP 7.....	\$ 35.58	14.41

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine

on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 06/01/2016

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.84	14.41
GROUP 2.....	\$ 33.72	14.41
GROUP 3.....	\$ 32.68	14.41
GROUP 4.....	\$ 31.50	14.41
GROUP 5.....	\$ 26.04	14.41
GROUP 6.....	\$ 34.09	14.41
GROUP 7.....	\$ 34.09	14.41

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper;

Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

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 ENGI0066-023 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 37.55	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 34.12	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 30.70	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 27.08	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 23.97	17.51
ALL OTHER WORK		
GROUP 1.....	\$ 31.29	17.51
ALL OTHER WORK		
GROUP 2.....	\$ 31.02	17.51
ALL OTHER WORK		

GROUP 3.....	\$ 27.91	17.51
ALL OTHER WORK		
GROUP 4.....	\$ 24.62	17.51
ALL OTHER WORK		
GROUP 5.....	\$ 21.79	17.51

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

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building

materials); Paving Breaker (Self-propelled or Ridden);  
 Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration  
 Plant; Road Widener; Roller; Sasgen Derrick; Seeding  
 Machine; Soil Stabilizer (Pump type); Spray Cure Machine,  
 Self-Propelled; Straw Blower Machine; Sub-Grader; Tube  
 Finisher or Broom C.M.I. or similar type; & Tugger Hoist

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

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 IRON0017-002 05/01/2016

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

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 33.33	20.55

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 IRON0017-010 05/01/2016

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

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 33.33	20.55

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 IRON0044-002 06/01/2016

CLINTON (South of a line drawn from Blanchester to Lynchburg),  
 HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of  
 county inside lines drawn from Marshall to Lynchburg from the

northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.15	20.20
Ornamental; Structural.....	\$ 26.47	20.20

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IRON0055-003 07/01/2015

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 20.00	20.13
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 29.12	21.47

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IRON0147-002 06/01/2015

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.39	20.64

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IRON0172-002 06/01/2016

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE,

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

	Rates	Fringes
IRONWORKER.....	\$ 28.12	19.94

IRON0207-004 06/01/2015

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 29.06	22.70
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	22.70

IRON0290-002 06/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 27.00	20.93

IRON0372-002 07/01/2016

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

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of Hamilton County Courthouse..\$ 27.40		20.15
Up to & including 30-mile radius of Hamilton County Courthouse.....\$ 27.15		20.15

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IRON0549-003 12/01/2015

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

	Rates	Fringes
IRONWORKER.....\$ 32.74		17.84

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IRON0550-004 05/01/2015

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....\$ 26.66		18.36

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IRON0769-004 06/01/2016

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

	Rates	Fringes
IRONWORKER.....\$ 31.33		23.47

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IRON0787-003 06/01/2015

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....\$ 30.28		20.15

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LABO0265-008 05/01/2014

	Rates	Fringes
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## LABORER

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

## LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwwoman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnner;

Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

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

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

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

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 PAIN0006-002 05/01/2016

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.77	14.21
GROUP 2.....	\$ 28.17	14.21
GROUP 3.....	\$ 28.47	14.21
GROUP 4.....	\$ 29.47	14.21
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.27	14.21
GROUP 2.....	\$ 26.67	14.21
GROUP 3.....	\$ 26.97	14.21

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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 PAIN0007-002 07/01/2016

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,

Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 25.22	15.21
GROUP 2.....	\$ 25.47	15.21
GROUP 3.....	\$ 25.72	15.21
GROUP 4.....	\$ 25.82	15.21
GROUP 5.....	\$ 25.92	15.21
GROUP 6.....	\$ 26.22	15.21
GROUP 7.....	\$ 26.22	15.21
GROUP 8.....	\$ 26.52	15.21
GROUP 9.....	\$ 26.97	15.21

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2015

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 20.73	9.11
GROUP 2.....	\$ 23.39	9.11
GROUP 3.....	\$ 23.89	9.11
GROUP 4.....	\$ 24.14	9.11
GROUP 5.....	\$ 24.39	9.11

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

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PAIN0012-010 05/01/2015

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 20.73	9.11
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 24.39	9.11
Brush & Roller.....	\$ 23.39	9.11
Sandblasting & Hopper Tender; Water Blasting.....	\$ 24.14	9.11
Spray.....	\$ 23.89	9.11

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PAIN0093-001 12/01/2015

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

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....		
	\$ 30.69	16.15
Power Generating Facilities..	\$ 27.54	16.15

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PAIN0249-002 05/01/2016

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 23.29	9.40
GROUP 2 - Swing, Scaffold Bridges; Structural Steel;		

Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 23.29	9.40
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.04	9.40
GROUP 4 - Steeplejack Work..\$ 24.24	9.40
GROUP 5 - Coal Tar.....\$ 24.79	9.40
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 26.53	9.40
GROUP 7 - Tanks, Stacks & Towers.....\$ 26.93	9.40
GROUP 8 - Bridge Blaster, Rigger.....\$ 32.90	9.40

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....\$ 27.93		7.25
Bridges; Blasters; and Riggers.....\$ 34.60		7.25
Brush and Roller.....\$ 20.93		7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....\$ 25.82		7.25
Spray.....\$ 21.40		7.25
Structural Steel and Swing Stage.....\$ 25.42		7.25
Tanks; Stacks; and Towers...\$ 28.63		7.25

PAIN0438-002 12/01/2015

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....\$ 31.88		14.90
Power Generating Facilities.\$ 28.73		14.90

PAIN0476-001 06/01/2016

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....\$ 25.37		11.93
GROUP 2.....\$ 27.37		11.93
GROUP 3.....\$ 25.58		11.93
GROUP 4.....\$ 25.87		11.93
GROUP 5.....\$ 26.02		11.93

GROUP 6.....	\$ 26.27	11.93
GROUP 7.....	\$ 27.37	11.93

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

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PAIN0555-002 06/01/2016

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 30.00	14.62
GROUP 2.....	\$ 31.38	14.62
GROUP 3.....	\$ 32.76	14.62
GROUP 4.....	\$ 35.45	14.62

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

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PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

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

Exterior.....\$ 20.53 11.00

PAIN0639-001 05/01/2011

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

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

PAIN0788-002 06/01/2016

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.52	12.07
Structural Steel.....	\$ 25.12	12.07

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

Rates	Fringes
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## PAINTER

Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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 PAIN0841-001 06/01/2016

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

	Rates	Fringes
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## Painters:

GROUP 1.....	\$ 25.08	13.22
GROUP 2.....	\$ 25.73	13.22
GROUP 3.....	\$ 25.83	13.22
GROUP 4.....	\$ 25.93	13.22
GROUP 5.....	\$ 26.33	13.22
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 26.33	13.22

## PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller &amp; Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any &amp; All Coatings

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

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

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

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 PAIN1020-002 07/01/2016

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

	Rates	Fringes
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## PAINTER

Brush & Roller.....	\$ 23.58	11.97
Drywall Finishing & Taping..	\$ 22.28	11.97
Lead Abatement.....	\$ 25.33	11.97
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 24.33	11.97

Swing Stage, Chair, Spiders, & Cherry Pickers...\$ 23.83	11.97
Wallcoverings.....\$ 21.18	11.97

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

Applying Coal Tar Products - \$1.00 premium

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PAIN1275-002 11/01/2015

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

	Rates	Fringes
PAINTER		
Bridges.....\$ 34.18		11.26
Brush; Roller.....\$ 24.70		11.26
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....\$ 25.40		11.26
Spray.....\$ 25.20		11.26
Stacks; Tanks; & Towers.....\$ 28.21		11.26
Structural Steel & Swing Stage.....\$ 25.00		11.26

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PLUM0042-002 07/01/2016

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....\$ 31.95		20.32

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PLUM0050-002 07/04/2016

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....\$ 40.00		24.36

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PLUM0055-003 05/02/2016

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

	Rates	Fringes
PLUMBER.....	\$ 34.90	23.08

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PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 25.42	27.83

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PLUM0094-002 05/01/2016

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.53	17.49

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PLUM0120-002 05/02/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 36.77	22.90

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PLUM0162-002 06/01/2016

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 28.80	20.92

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PLUM0168-002 06/01/2016

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.58	27.22

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PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 34.08	20.06
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PLUM0219-002 06/01/2016

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.27	23.24

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PLUM0392-002 06/01/2016

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 31.39	18.77

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PLUM0396-001 06/01/2016

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.50	21.96

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PLUM0495-002 06/01/2016

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 41.08	21.26

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PLUM0577-002 06/01/2016

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

	Rates	Fringes
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Plumber, Pipefitter,  
 Steamfitter.....\$ 32.60 22.73

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 PLUM0776-002 07/01/2016

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.25	22.09

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 TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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 TEAM0436-002 05/01/2015

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.90	14.85
GROUP 2.....	\$ 27.40	14.85

GROUP 1: Straight & Dump, Straight Fuel

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

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

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

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END OF GENERAL DECISION

**SECTION 6**  
**Bid Conditions**

<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
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
State Bid Conditions	6-13 – end

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**NOTE:**

Each bidder must fill out page 6-14 and sign page 6-16 of the State Bid Conditions. Failure to complete the required sections may cause your bid to be rejected as non-responsive.

**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 approve 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>Percentage</u>
Until Further Notice	<u>Trade</u> All	5% - 10%
<u>Time Table</u>	<u>MINORITIES</u>	<u>Percentage</u>
Until Further Notice	<u>Trade</u> 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 Enterprises (MBE/FBE) Certification

Only those Minority and Female Business Enterprises (MBE/FBE) certified by the City of Youngstown's MBE/FBE Contract Compliance Monitor shall be eligible for the fulfillment of the MBE/FBE participation goal. MBE/FBE listings may be obtained by contacting the Contract Compliance Monitor.

If a MBE/FBE elects to compete for City business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the MBE/FBE participation goal.

A MBE/FBE desiring certification with the City of Youngstown must complete the Certification Application. This application may be obtained by contacting the MBE/FBE Contract Compliance Monitor at:

William Carter  
Youngstown Area Development Corporation  
2123 Belmont Ave.  
Youngstown, OH 44507  
(330) 746-5681 office  
(330) 746-4332 fax

Upon receipt, the MBE/FBE Contract Compliance Monitor will review the completed Certification Application and determine MBE/FBE certification. In addition, the vendor may register with the MBE/FBE Contract Compliance Monitor to receive notices to bid on selected commodities or services.

You must have your completed Certification Application in the MBE/FBE Contract Compliance Monitor's office at least fifteen (15) business days prior to the opening of any bid for which you wish to be considered eligible.

### 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 enterprise are required to complete and submit prior to execution of the contract, the **Participation Agreement** form in Section 6. The **MBE/FBE Subcontractor To Be Utilized** form shall be completed and submitted by the minority and/or female subcontractor prior to the City and the lowest and best prime bidder 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 prior to contract execution to the MBE/FBE Contract Compliance Monitor.

# 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 the MBE/FBE Contract Compliance Monitor prior to execution of the contract. Additional explanation, affidavits, exhibits, or other materials may be required by the MBE/FBE Contract Compliance Monitor to substantiate the request for total or partial waiver of the MBE/FBE goals.

Bidders should contact The MBE/FBE Contract Compliance Monitor 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

**In an attempt to meet the MBE/FBE goals, the following steps were taken:**

	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	_____	_____
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)	_____	_____

**The MBE/FBE Goal should not apply to this project because:**

	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

Notary  
X \_\_\_\_\_  
(Seal) My Commission Expires

# EVIDENCE OF GOOD FAITH EFFORT

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

**STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY**  
**REQUIREMENTS AND BID CONDITIONS FOR**  
**OPWC-ASSISTED CONSTRUCTION PROJECTS**

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects. These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects, and be regarded as an integral component of the bidder's response.

The bidder's failure to address these materials as a part of its bid response, including providing the required Certificate of Compliance, election of one of the two Bidder's Affirmative Action Requirements, adoption of the Bidder's EEO Covenants, and completion of the Bidder's Certification will cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions.

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the State Equal Employment Opportunity Coordinator's office at 65 East State Street, Suite 202, Columbus, Ohio 43266-0408. Phone: (614) 466-8380.

**STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**AND BID CONDITIONS FOR**

**OPWC-ASSISTED CONSTRUCTION PROJECTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Governor's Executive Order of January 27, 1972 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and the Governor's Amended Executive Order 84-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects to the provisions of said executive orders.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

All prime contract bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

>>> A copy of the Certificate of Compliance is enclosed with this bid response ?  Yes  No

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, OR the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ?  Yes  No

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions ?  Yes  No

**Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.**

## **BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Division of Public Works' Regulations on Equal Employment Opportunity (hereinafter DPW Regulations) and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and reports required by the DPW Regulations and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders.





## "APPENDIX B" OF THE STATE EEO BID CONDITIONS

### SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Executive Order of January 27, 1972.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

#### **EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:**

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

**Part I - Basic Contents of an Affirmative Action Program:**

1. **Development or reaffirmation of the contractor's EEO policy in all personnel actions.**
2. **Formal internal and external dissemination of contractor's EEO policy.**
3. **Establishment of responsibilities for implementation of the contractor's affirmative action program.**
4. **Identification of problem areas (deficiencies) by organizational units and job classification.**
5. **Establishment of goals and objectives by organizational units and job classification, including timetables for completion.**
6. **Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.**
7. **Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.**
8. **Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).**
9. **Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.**
10. **Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.**
11. **Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.**

**Part II - Analysis of Individual Trades**

1. **The minority population of the labor area surrounding (contractor's) projects.**
2. **The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.**
3. **The percentage of minority work force as compared with the total work force in the immediate labor area.**
4. **The general availability of minorities having requisite skills in the immediate labor area.**
5. **The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.**

6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

## SECTION 7

### ADDITIONAL FUNDING SOURCE REQUIREMENTS

By signing the Proposal, the Bidder is bound to the following:

**Buy Ohio** – The Contractor agrees to the extent practicable, to use, and cause all of its subcontractors to use Ohio materials, services, and labor in connection with this Project.

**Access to Records** – The Contractor agrees to provide the City, and the State Granting Agency, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

**Records Retention** – The Contractor will retain all records for three years after the City makes final payment and all other pending matters are closed, whichever is later.

**No State Obligation** – The Contractor acknowledges and agrees that, notwithstanding any concurrence by the State or approval of the solicitation or awards of the underlying contract, absent the express written consent by the State, the State is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with State assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Sign** - Contractor shall erect a sign on the Project Property stating that the Project is being financed in part by the BRLF and the Lender and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Project Property shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising as well as 40 CFR, Part 35, Subpart O (§35.6105(a)(2)(ii)).

**Discrimination/Opportunity for SBE/MBE/WBE** – The Contractor shall comply with the federal, state, and local statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. The Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulation at 41 CFT 6-4 relating to federally assisted construction contracts. In addition, the Contractor shall undertake good faith efforts in compliance with 40 CFR 31.366 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies.

**Contractor Registration** – The Contractor shall maintain current registration in the System for Award Management ([www.sam.gov](http://www.sam.gov)) at all times during the Term of this Agreement.

**Prevailing Wage Rates** – The Contractor shall carry out the Project in accordance with the Davis-Bacon Act of 1931 (CERCLA 104(g)(1), 40 USC 276a-276a-5 and 42 USC 3222). CERCLA compliance with Davis Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Loan Funds. The Contractor must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract as applicable.

**Time is of the Essence** – The Contractor is hereby on notice that the completion of all work is of critical nature to the Owner and the Funding Agency. All invoices for said work MUST be in approvable condition and submitted to the City for approval not later than March 31, 2017.

Should any work be outstanding at that time, the Contractor shall submit to the Engineer for approval by March 21, 2017 a maximum final estimate of quantities that the contractor shall be held to for final payment. Any underruns will be deducted. No additional quantities or charges will be accepted after those noted dates. Final payment will be made once the work is complete. The contractor agrees that with the submission of the March 31, 2017 invoice that payment will only be made on work fully completed.

**Disposal Sites** – Due to the critical nature of completion dates with the project, the Contractor should be in contact with the disposal facilities either during bidding or immediately after determination of low bidder to insure prompt removal and disposal of the material. All required analytical data available will be provided as well as all additional samples taken during the execution of the work.

**Weight Conversion** – If during the course of the work a weight conversion is deemed necessary by the Engineer, the agreed to conversion shall be 1.8 Tons per Cubic Yard of Material.

**SECTION 9**

**Completion Affidavit**

**DESCRIPTION**

**PAGES**

Completion Affidavit

9-1

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**NOTE:**

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

