
SECTION 7
SPECIFIC PROJECT REQUIREMENTS

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1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Bob McNutt, P.E., who can be reached at CT Consultants, Inc., 3875 Embassy Parkway, Suite 200, Akron, Ohio 44333 at 330.375.0800, ext. 484.

2 - SOIL REPORT

- 2.1 A soils report dated July 24, 2018 by S&ME, Inc. was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the bid documents.

3 - CORRECTION PERIOD

- 3.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

4 - INSURANCE

- 4.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

5 - WORKING HOURS

- 5.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

6 - PROJECT COMPLETION

- 6.1 The Contractor shall complete all work including punchlist, final clean up, submission of final documentation package, submission of operation and maintenance manuals, and submission of final pay estimate by the contract completion date.
- 6.2 This contract does not recognize liquidated damages as to any matter other than the loss of bid security. The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the Owner may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the Owner on or before the time stated, and in default of completion within the time as fixed, the Contractor shall pay to the Owner its damages and losses suffered by reason of the Contractor's failure to complete the project by the completion date. The Contractor agrees to pay all damages, fines, and penalties as may be caused by any errors, omissions or conduct of the Contractor, his employees, agents, suppliers, or subcontractors.

- 6.3 The Contractor shall be liable for any delay damages claims as Contractor may have caused; as noted in the proposal of each Bidder, the Contractor expressly agrees that the Owner shall be indemnified and held harmless against all claims and/or damages resulting from delays caused by any Contractor or other party pertaining to this project and contract; it is expressly understood and agreed that Owner/City of Lorain, Ohio shall have no liability upon any claim made by contractor for delay damages of any kind, whether such claim is made by any contractor directly or by any of the contractor's subcontractors or agents.

7 - BUILDING ACCESS

- 7.1 Access to the building for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. Jim Malick, Water Distribution Superintendent, who can be reached at 440.204.2582.

8 - SITE ACCESS

- 8.1 Access to the site for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. Jim Malick, Water Distribution Superintendent, who can be reached at 440.204.2582.

9 - DRUG-FREE WORKPLACE PROGRAM

- 9.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

10 - OHIO ETHICS LAW

- 10.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

11 - PERIODIC PAYMENTS

- 11.1 This project is expected to be funded in whole or in part by the Ohio EPA WSRLA Program. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWDA. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days."
- 11.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

12 - CITY INCOME TAXES

- 12.0 The Contractor shall be responsible to withhold all City income taxes due or payable under the Codified Ordinances in Income Tax Ordinance No. 11-67, including Amendments Ordinance No. 117-68, Ordinance No. 177-68, Ordinance No. 209-68, Ordinance No. 193-74, Ordinance No. 194-74, Ordinance No. 195-74, Ordinance No. 46-75, Ordinance No. 82-77, Ordinance No. 261-77 and Ordinance No. 267-77, for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Any general contractor who is a successful bidder shall be held responsible for submitting a list of all its subcontractors to the City of Lorain Income Tax Department, the name of the firm, and address. All subcontractors shall be further informed of this part of the bid document. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City income tax.
- 12.1 Quarterly payments are due to the City Income Tax Department on January 31, April 30, July 31, and October 31.

13 - EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, handicap, sex or national origin.
- 13.2 All bidders must comply with O.R.C. Sections 153.59 and 153.60.

153.59 Discrimination and intimidation on account of race, creed, sex, handicap, or color.

Every contract for or on behalf of the City for the construction, alteration, or repair of any public building or public work in the City shall contain provisions by which the Contract agrees:

- (A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his/her behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, nor any person acting on his/her behalf shall, in any manner, discriminate against or intimidate any employees hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

153.60 Forfeiture

This contract shall provide as a forfeiture for any breach of the provisions against discrimination:

- (A) That there shall be deducted from the amount payable to the contract by the City, under this contract, a forfeiture of twenty five dollars for each person who is discriminated against or intimidated in violation of this contract;
- (B) That the contract shall be canceled or terminated by the City, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

14 - COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

- 14.1 If applicable to the particular project, firms doing business with the City of Lorain must follow applicable State and Federal regulations, including but not limited to Title VI and VII of the Civil Rights Act of 1964; The Civil Rights Act of 1968, Title VIII, The Equal Employment Opportunity Act of 1972, Title IX; Education Amendments Act of 1972, The Equal Pay Act of 1963, The Age Discrimination Act of 1967, The Rehabilitation Act of 1973, Vietnam Veterans Readjustment Act of 1974, State of Ohio, Laws Against Discrimination; Executive Orders 11063, 11246, 11375, 11478, The Housing and Development Act of 1966, 1968, 1969, Section 504 of the Rehabilitation Act of 1983, The American with Disabilities Act of 1990, Section 3 of the HUD Act of 1968, Community Development Block Grant contract requirements, and any amendment thereto. Additionally, all contractors involved with this project will make every effort to provide opportunities for utilization of minority owned business enterprises.

15 - PUBLIC IMPROVEMENTS, OF PART ONE – ADMINISTRATIVE CODE OF CODIFIED ORDINANCES

- 15.1 Bidding Policy & Procedures per the attached Ordinance No. 172-11.

16 - BIDDING POLICY AND PROCEDURES FOR PUBLIC IMPROVEMENTS

- 16.1 Bidding Policy & Procedures per the attached Ordinance No. 55-13.

17 - CITY LICENSE

- 17.1 Any successful bidder must be licensed by the City prior to execution of the contract. Contact the City of Lorain Engineering Department at 440-244-1300 for more information regarding licensing.

18 - STEEL PRODUCTS

18.1 The Contractor shall comply with all requirements of the attached Ordinance No. 65-01 regarding the use of steel products.

19 - PROJECT LABOR AGREEMENT

19.1 The attached Project Labor Agreement is made available to, and fully applies to, any successful bidder, as awarded by the Owner and will be applicable to the Unions and all signatory Contractors performing construction work on the project.

PROJECT LABOR AGREEMENT

This Agreement, hereinafter designated as the “Project Labor Agreement” or “Agreement”, is entered into this _____ day of _____, 20__ by and between The City of Lorain (“Owners”), its successors or assigns and the North Central Ohio Building Trades acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement (hereinafter collectively called the “Union or Unions”), with respect to the construction of the:

Redhill Boosted Pressure Zone Improvements Project as funded by
Water Supply Revolving Loan Account (WSRLA) as administered by
the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA)

The term “Contractor” includes all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, except for those contractors and subcontractors specifically excluded from this Agreement. Where reference to The City of Lorain is intended, the term “Owner” is used. Where specific reference to the Construction Manager alone is intended, the term “CM” is used. The terms “material supplier”, “vendor” and “manufacturer” are intended to mean those persons and organizations engaged in offsite product manufacture or sub-assembly related activities. Material suppliers, vendors and manufacturers are not required to be signatory to this Project Labor Agreement. Nor is the architect, CM or other providing professional services to the Project required to be signatories to this Project Labor Agreement (the “Agreement”).

The Agreement is made available to, and fully applies to, any successful bidder, as awarded by the Owner per the Ohio Revised Code and bid documents for work on the Project who becomes a signator to it without regard to whether the successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such bidder are or are not members of any union.

The Agreement will be applicable to the Unions and all signatory Contractors performing construction work on the Project. Nothing in this Agreement shall limit the selection or utilization of contractors or subcontractors to perform construction work on the Project, provided however, that all contractors and subcontractors must become signatories to and shall be bound by the terms and conditions of this Agreement. This Agreement is a stand-alone Agreement which represents the complete understanding of the parties.

ARTICLE I PURPOSE

The Parties to this Agreement acknowledge that the purpose of this project is the construction of the Project. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and Unions agree that the timely construction of this Project requires substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. The parties hereto will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties have mutually established and stabilized wages, hours and working conditions for the craft workers on this construction project, to facilitate close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties have established effective and binding methods for the settlement of all misunderstandings, disputes or grievances regarding labor issues that may arise. Further, the Contractor(s) and all subcontractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Project Labor Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the Contractor(s), of whatever tier, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in the Agreement. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on-site shall be performed by the appropriate craft signatory to this Agreement.

Generally, the project is defined as the Redhill Boosted Pressure Zone Improvements Project as funded by Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA)

Such work includes the construction of permanent facilities or structures; demolition activities to facilitate construction of new permanent facilities; repair or modification of existing structures and facilities; and transportation and distribution of construction materials and equipment by Contractors inside the Project site.

Section 2. It is agreed that the Owner shall require all Contractors, except those specifically excluded by the Agreement, of whatever tier, who have been awarded contracts for work by this Agreement, to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. It is further agreed that the terms and conditions of the Agreement supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article XI (Work Stoppages and Lockouts); Article XII (Disputes and Grievances); and, Article XIII (Jurisdictional Disputes) of this Agreement, which shall apply to such work.” (Except as noted in Attachment C)

Section 3. This Agreement shall only be binding on the signatory parties hereto and does not apply to their parents, affiliates or subsidiaries.

Section 4. Except as restricted by Ohio law, the Owner has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement should it be designated the successful bidder. (See exceptions as noted in Attachment C)

Section 5. The Unions signatory to this Agreement that they will not support, in any manner, any request to use non-signatory unions on the Project site except for those contractors specifically excluded by this Agreement. If directed by the Contractor, the unions will perform the work of the crafts that could have been represented by the non-signatory unions on this Project.

Section 6. This Agreement does not apply to the following:

- A.** Work performed by non-manual or professional employees, including, but not limited to the architect, CM, maintenance plan advisors, commissioning gents, geotechnical consultants, superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors, technicians, office workers, messengers, persons making deliveries to and from the project site, warehouse employees, guards, medical personnel, emergency vehicle operators and employees similarly classified;
- B.** All Owner operations and activities;
- C.** Work performed by technicians at the discretion of the Contractor and work performed under subcontracts which the Owner designates as being for technically unique services or skills. The Owner may install specialized equipment, or inspect or test equipment before, during or after installation, using people of the Owner’s choice, personnel of the Owner, or manufacturer’s personnel as may be deemed necessary. Appropriate crafts will perform work under vendor’s supervision;
- D.** The delivery to the project of any material by any means or removal from the Project of any material by any means;

- E. Landscape maintenance or work related to moveable office or building furnishings;
- F. The following contractors and subcontractors:
Work completed under IUC or federal pricing systems and/or unit pricing; and
- G. All fixtures, furnishings and equipment not permanently installed.

Section 7. The provisions of this Agreement shall not apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the CM, Architect or Contractors and accepted by the Owner or its successors or assigns, the Agreement will not have further force or effect in such areas, except when the Contractors are directed by the CM, Architect or Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 8. It is understood that the CM is acting on behalf of the Owner and, may at its sole discretion, terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, CM, Contractor, or any employer.

ARTICLE III UNION RECOGNITION

Section 1. The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV MANAGEMENT'S RIGHTS

Section 1. The Contractors of whatever tier retain all rights and authority not expressly excluded or limited by this Agreement, including but not limited to the rights to:

- A. Plan, direct and control the execution and assignment of all work;
- B. Determine the size of crews and the number of foremen and general foremen needed;
(See exception as noted in Attachment C)
- C. Hire and lay-off employees as the Contractor feels appropriate to meet work scope requirements and retain necessary skills and trained resources;

- D. Each Contractor may transfer employees from job to job on the Project without limitation or restriction, and from shift to shift without reasonable notice;
- E. Determine work methods and procedures per the Local Collective Bargaining Agreements;
- F. Discharge, suspend, or discipline employees for proper cause.

Section 2. No rules, customs or practices shall be permitted or observed which limit or restrict production or the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools or other labor savings devices necessary to accomplish the scope of work and pursuant to their individual contract and project specifications. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment except as limited by the individual contracts and project specifications.

ARTICLE V REFERRAL OF EMPLOYEES

Section 1. The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required.

Section 2. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based upon race, creed, color, sex, age or national original of such employee or applicant. The CM or Owner has the right to reject an employee for poor past performance.

Section 3. In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractors for employees within a forty-eight (48) hours period after such requisition is made (Saturdays, Sundays and Holidays excluded), applicants for such requisition may be employed from any source.

Section 4. In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. In cases of employment positions requiring special skills or qualifications, the Contractor will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The Contractors shall be the sole judge of all applicant(s) qualifications.

Section 6. The selection and number of Foremen and/or General Foremen shall be the responsibility of the Contractor, it being understood that in the selection of such employees the Contractor will give first consideration to the qualified workers available in the local area. Foreman and/or General Foremen shall take orders from supervisors designated by the Contractor. Foremen and/or General Foremen will not be absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The Contractor may require Foremen to be working employees. Only the Contractor superintendent has the authority to approve the release of the Foremen and/or General Foremen from the area where their crews are working.

Section 7. Contractors shall have the right to provide supervisory employees. Supervisory employees will not be allowed for perform duties covered under the scope of the appropriate collective bargaining agreement. All other employees will be referred from the respective union halls.

Section 8. The Contractor's office at the Project site will be considered the place of hire, and the time of hire is when the referred applicant for employment is accepted by the Contractor.

Section 9. The Contractor has the right to determine the competence of all employees and the right to determine the number and classifications of employees required. The Contractor shall also have the right to reject any applicant referred by the Unions.

Section 10. The Union shall not refer employees employed at the project site by a Contractor to other employment, nor shall the Union engage in other activities which encourage workforce turnover or absenteeism.

Section 11. There will be a thirty (30) day waiting period prior to employment eligibility on the project for employees who voluntarily quit their employment on the Project and a ninety (90) day waiting period prior to employment eligibility for employees discharged for cause or for safety reasons on the Project. The Owner, CM and/or Contractor may bar any person from employment on the Project either permanently or for an indefinite time for just cause.

Section 12. An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding test), shall be paid by the Contractor or Subcontractor of any tier for that time required to take the exam or test, provided the employee or applicant successfully passes the exam or test.

Section 13. During a Reduction in Force, Contractors have the right to retain employees of their choice without regard to any other criteria, except for Union Stewards and personnel operating special equipment that has historically been guaranteed forty (40) hours in accordance with the applicable collective bargaining unit, as long as they have the work skills to perform the duties required. The Union Steward shall not be discharged without prior consultation with the appropriate craft. (See exceptions as noted in Attachment C)

**ARTICLE VI
NON-DISCRIMINATION**

Section 1. It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to disabling conditions related to the successful accomplishment of the job for which employed, age, race, creed, color, sex, veteran status or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

Section 2. All descriptive words such as journeyman, craftsman and all other personal nouns or pronouns which may be referenced in this Agreement refer to both the male and female gender.

Section 3. Employees covered by this Agreement shall utilize the Grievance Procedure set forth in Article XII for the resolution of alleged discrimination complaints, allegations and all employee concerns.

**ARTICLE VII
WORKFORCE PARTICIPATION PLAN**

Section 1. Each signatory Local Union and Contractor shall use good faith efforts to meet the following work force goals:

- A. Seventy Five percent (75%) of all employees will be local residents. Local residents shall mean: a person residing first, within the City of Lorain, and if a suitable workforce cannot be assembled from Lorain City residents, then residents of Lorain County; or due to the specialty nature of the employment to be performed, where a person suitable to the Contractor and meeting the above requirements is not available, a person residing as close to the City of Lorain as possible, subject to the approval of the Owner. A suitable person shall mean a person who is qualified to perform the work or trainable within a reasonable period of time.
- B. Nine percent (9%) of all employees will be minorities.

Section 2. Contractors are required by the Workforce Participation Plan to use good faith efforts to employ Minority Group Members, females and Lorain County residents to supply services in connection with the Project and to otherwise achieve the goals of the Workforce Participation Plan.

Section 3. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 4. The Unions and the Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by the law, the Unions will give credit to such veterans for bona fide, provable experience.

ARTICLE VIII APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry and to enable workers to enter the labor pool fully qualified to earn a living wage on construction jobs. The Unions agree to support and enable such programs and to supply labor for each craft to provide training and job opportunities to these new entrants to the work force. The Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are employed.

Section 2. The parties agree on the important educational opportunities that this program can offer to students enrolled in the Career Education Programs of the Lorain City School District and agree to promote a program to hire such students to serve as interns on the project. Student interns are exempt from any prevailing wage rate, health and retiree benefit requirements.

ARTICLE IX WAGES AND BENEFITS

Section 1. All persons employed by Contractors for work within the scope of this Agreement as defined by Article II shall receive the wages and benefits established under the respective trades collective bargaining agreement and shall work under all of the other terms and conditions of employment provided for herein. No other classifications, wage rates, fringes, or conditions apply to work under this Agreement. No premium pay (i.e. subsistence pay, travel pay, hazard pay, high pay, mask pay, etc) other than overtime and shift differential, is recognized under this Agreement. (See exception as noted in Attachment C)

Section 2. The Contractor agrees that it will, when so required by the Union, deduct from the pay of each employee who is a member of the Union, or has made application to become a member of the Union, all deductions such as working dues, Building Trades dues, assessments or any other fees, dues or check-offs so designated by the employee from that employee's gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction and remitted monthly as directed by the employee and the Union. This section shall be applied in compliance with the National Labor Relations Act (NLRA) and other applicable laws and the Unions agree that the Contractor will suffer no loss because of any deduction from an employee's pay pursuant to this Section and the Unions will accept any liability which may accrue.

ARTICLE X WORK RULES

Section 1. The Owner through the CM may establish reasonable uniform site working rules/procedures and security, health and safety rules/procedures in compliance with federal, state and local regulations. The Owner through the CM may change these rules during the term of this Agreement with prior notice to the Unions. Such notice shall be given two (2) weeks prior to implementation of the change, where practical. All Unions, Contractors and employees agree to abide by these rules and violation of job site rules may result in disciplinary action up to and including suspension or discharge.

Section 2. The receipt and inspection of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be at the Contractor's discretion.

Section 3. There shall be no organized breaks on the Project. All parties and employees shall observe the site smoking policy.

Section 4. Time clocks, brass or other payroll and accountability systems may be used at the option of the Contractor to check employees in or out of the Project on a daily basis on their own time.

Section 5. An employee who reports for work under the influence of alcohol or illicit drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, may be subject to immediate termination.

Section 6. There is no job tenure. Continuing employment is contingent upon, but not limited to, the skill, competency, productivity, qualifications, attendance and safety performance of the employee. Contractors will be sole judge of skill, competency, productivity, qualifications, etc., except as provided for in Article V, Section 13 regarding Union Stewards who are recognized as a qualified technician by the "PC" and Contractor.

Section 7. Tool boxes, lunch boxes, vehicles and other personal property may be subject to periodic unannounced inspections while on the site. Except in a security emergency or other action by the site security force, employees shall be notified and given the opportunity to be present.

ARTICLE XI WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow-downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities

which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge.

Section 3. All parties agree that in the event that a Union or Local Union initiates or participates in a work stoppage, strike, picketing or other disruptive activity in violation of this Article, or recognizes or supports the work stoppage, strike, picketing or disruptive activity of another Union or Local Union which is in violation of this Article, the Owner or Contractor will have the right to seek an immediate injunction from the appropriate Court.

Section 4. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures set forth in Article XII.

ARTICLE XII DISPUTES AND GRIEVANCES

In an effort to facilitate a productive and harmonious project, any party to this Agreement may request and receive a job site meeting within a forty eight (48) hour notice to the appropriate parties.

Section 1. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in Section 2.

Section 2. Any question or dispute arising out of and during the term of this Agreement, other than the Contractor's right to seek immediate injunction under Article XI and jurisdictional disputes under Article XIII, shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a). When any employee subject to this Agreement feels he is aggrieved by a violation of this Agreement, he shall give notice to the work-site representative of the involved Contractor, through his Local Union business representative or Job Steward, within five (5) working days after the occurrence of the violation, stating the provision(s) alleged to have been violated. The business representatives of the Local Union, the job Steward, and the work-site representative of the involved Contractor, shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Owner) within twenty-four (24) hours after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1(b). When the Local Union(s) or any Contractor has a dispute with the other party, and, if after conferring a settlement is not reached within five (5) working days, the dispute may be reduced to writing, and it may proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3(a). If the grievance has been submitted but not adjudicated under Step 2, either party may file a claim with the American Arbitration Association to arbitrate the dispute. The rules of the American Arbitration Association construction section shall govern the conduct of the arbitration hearing. The decision of the Arbitrator(s) shall be final and binding on all parties provided however, that the Arbitrator(s) shall not have the authority to alter, amend, add to or detract from, any of the provisions of this Agreement in any way. The fees and expenses of such arbitration shall be borne equally by the Contractor and the involved Local Union(s).

Step 3(b). Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only upon written consent of the parties involved at the particular step where the extension is agreed upon.

Section 4. The Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps. The Owner has governing authority to determine adherence to established time limits.

Section 5. Work will continue uninterrupted while the grievance is being resolved.

ARTICLE XIII JURISDICTIONAL DISPUTES

Section 1. The assignment of work is the sole responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trade Unions and employers who are parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment of work shall be adhered to until the dispute is resolved. Individuals violating this section may be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Owner and the CM will be advised in advance of all such conferences and may participate if they wish.

Section 5. Contractors are not liable for any back pay or compensation in any form as a result of work assignments or jurisdictional disputes between Unions covered by this Agreement.

ARTICLE XIV UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the Contractors shall remain members in the Union during the term of this Agreement and all workers hereinafter employed by the Contractor for this Project shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union in good standing during the term of this Agreement. This Union Security Section shall conform to the National Labor Relations Act (NLRA) and other applicable laws.

Section 2. A Contractor shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE XV UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and their Local Unions shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the Project.

Section 2. Each Union which is a party to this Agreement, or its applicable Local Union, has the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. A Steward's duties shall not include hiring and termination or any involvement in or any interference with decisions reserved to the Contractor. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Under no circumstances shall there be a non-working Steward on the Project.

Section 3. The working Steward shall not be entitled to any preferential treatment by the Contractor and will be subject to discipline to the same extent as other employees. The Contractor will permit the Steward sufficient time to perform the duties inherent to a Steward's responsibilities. The Steward shall not leave the work area without first notifying and obtaining permission from his Foreman as to the reason for leaving the work area and the estimated time to be gone. Permission to leave the work area may be delayed in the event of an emergency or if it would cause interruption of work which cannot be immediately interrupted. The Contractor Superintendent has final authority over granting the Steward permission to leave the work area if the Steward's absence from the work area is detrimental to the progress of the work or safety of the project site.

Section 4. Where the Owner's (or its successors or assigns) personnel may be working on the Project in close proximity to the construction activities, the Union agree that Union representatives, Stewards, and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's agents.

ARTICLE XVI HOURS OF WORK, ETC.

Section 1. The Unions and the Contractor acknowledge that the unique needs of this Project will require flexibility in scheduling work. The Contractor shall establish the work schedule or schedules consistent with job needs. The Contractor has the sole authority to make shift and over time assignments to employees as deemed necessary to efficiently perform work activities. Refusal by an employee to work an assigned shift or hours of work may be grounds for termination.

Section 2. Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. There shall be no paid holidays, except as provided for operation of special equipment which has been historically guaranteed forty (40) hours per week. If employees are required to work on a holiday, they shall receive double the straight-time rate of pay. (See exceptions as noted in Attachment C)

Section 3. Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours worked outside the established shift(s) or in excess of forty (40) hours per week. All work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2). Work on Sundays and holidays shall be paid at double (2x) time. (Except as noted in Attachment C)

Section 4. The CM in coordination with the Owner, shall designate the starting and quitting times for all employees. Any starting time put in place on Monday shall remain in effect for that work week unless a change is mutually agreed upon by the Union and the Contractor.

Section 5. The Unions agree to adhere to the time checking procedures established for the Project. All employees will check in and be at their assigned work places defined by their Contract by starting time each day and will be at the work place at the conclusion of the lunch break or end of the shift. Repeated violations of the work starting and stopping times will be grounds for termination.

Section 6. It will not be a violation of this Agreement for the CM or owner to shut down all or part of the Project to avoid the possible loss of life because of an emergency situation that could endanger the life and safety of an employee or the public. In such cases, employees will be compensated only for the actual time worked. However, if the Contractor requests employees to standby, the employees will be compensated for the actual “standby time”. (See exceptions as noted in Attachment C)

Section 7. In no instance will employees be paid for standing by or observing operations unless assigned and directed by the Contractor.

Section 8. Reporting pay and show-up times will be in accordance with the applicable local collective bargaining agreements.

ARTICLE XVII SUBCONTRACTING

Section 1. Except, as specifically provided in the Agreement, the Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation that is or agrees to become a party to this Agreement. Any contractor or subcontractor working on the project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement. They shall indicate their acceptance of the terms and conditions of this Agreement by signing the Letter of Assent (Appendix A) and by delivering a copy to the CM prior to commencement of work on the Project site.

Section 2. All contractors and subcontractors of whatever tier, will arrange and conduct a pre-job conference with the Unions prior to starting work on the Project.

Section 3. The furnishing of materials, supplies or equipment, and the delivery or removal thereof shall not be considered subcontracting.

ARTICLE XVIII SAFETY AND HEALTH

Section 1. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 2. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules published by the Owner or CM.

Section 3. Pursuant to the Ohio Revised Code, the Owner may institute a reasonable substance abuse policy which may include pre-hire, for cause, post accident/incident and random screening for the use of illicit drugs, alcohol or other prohibited substances. This screening program shall be performed by a recognized physician or laboratory and shall comply with all federal, state and local regulations. The Owner

has the authority to apply a progressive discipline ranging from a written warning to termination of employment in keeping with all applicable laws.

Section 4. It shall be the sole responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury of accident occurs.

Section 5. Each Contractor shall provide its employees with a clean, safe area for eating their meals.

ARTICLE XIX GENERAL SAVINGS CLAUSE

Section 1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Owner and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable shall have no effect on the validity of the remaining provisions of this Agreement. The attachment of this document to **CONTRACT 5W, SR 611 - 21st STREET WATERLINE REPLACEMENT** as funded by OWDA Loan received by the City of Lorain Utilities Dept. shall be contingent upon its acceptance by the City of Lorain as well as funding and contract approval by the aforesaid OWDA.

ARTICLE XX TERM OF AGREEMENT

This Agreement shall be effective as of the _____ day of _____, 2013 and shall remain in full force and effect during the entire period of the Project construction described in Article II.

This Agreement represents the total results of the parties bargaining and the entire understanding between the parties. This Agreement shall not be amended or supplemented except by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

EXHIBIT A

LETTER OF ASSENT

**PROJECT LABOR AGREEMENT FOR
“CONTRACT 5W, SR 611 - 21st STREET WATERLINE REPLACEMENT”**

The undersigned, as a Contractor(s) or Subcontractor(s) on a contract which is part of the **CONTRACT 5W, SR 611 - 21st STREET WATERLINE REPLACEMENT**, for and in consideration of the award of a Contract to perform work on said project, and in further consideration of the mutual promise made in the Project Labor Agreement, a copy of which was received and is acknowledged hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made hereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Your Contractor/Company Name)

(Signature of Authorized Representative)

(Print Name and Title)

(General/Prime Contractor)

(Phone Number)

(If Applicable, you as a Subcontractor)

(Billing Address)

(City, State, Zip Code)

ATTACHMENT B

**PROJECT LABOR AGREEMENT
GRIEVANCE FORM**

Grievance No.: _____	Date: ____/____/____
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Employer: _____
Union: _____

Grievant: _____	SS No.: ____ - ____ - ____	Date Grievance Occurred: ____/____/____
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Nature of Grievance be specific (attach additional pages as required):

State PLA Article(s) and/or PLA Section(s) allegedly violated:
<u>Article(s):</u> _____ <u>Section(s):</u> _____

Settlement Desire:

Date: ____/____/____	Signature of Grievant: _____
Date: ____/____/____	Signature of Union: _____

**PROJECT LABOR AGREEMENT
GRIEVANCE FORM**

Grievance No.: _____	Date: ____/____/____
Grievant Name: _____	Union: _____

Step 1

Resolution:	
Date: ____/____/____	Grievant Signature: _____
Date: ____/____/____	Union Rep. Signature: _____

Step 2

Disposition of Grievance:	
Date: ____/____/____	Employer Rep. Signature: _____
Date: ____/____/____	Union Rep. Signature: _____

Step 3

Disposition of Grievance:	
Date: ____/____/____	Ind. Rel. Mgr.: _____
Date: ____/____/____	BM or Int. Rep: _____

ATTACHMENT C

This "Letter of Clarification" is written to clarify the possible language problems generated by the following section of the Project Labor Agreement (Article II, Section 2 and Section 5; Article IV, Section 1B; Article V Section 9, 12 and 13; Article XIX Section 1; Article XVI Section 2, 3 and 6); and the Construction Employers Association Building Agreement with the International Union of Operating Engineers Local 18, 18A, 18B, 18RA dated May 1, 2009 through April 30, 2012.

It is agreed that Operating Engineers performing work on this project shall be paid in accordance with their classification as outlined in Paragraphs 21, 28, 29, 43, 49, 50, 51, 52, 53, 54, 55, 59, 60, 61, 62A, 63, 64, 65, 68, 69, 70, 71, 72, 73, 74A, 74B, 75, 76, 77, 79, 101B, 117 and Exhibit A (Wage Rates and Fringe Contributions) of the CEA Building Agreement of 2009-2012. This Agreement in its entirety is the Local Collective Bargaining Agreement covering building construction in Local 18's jurisdiction. It is agreed that the ratified successor agreement between the CEA Building Agreement and Local 18 shall apply on May 1, 2012 and thereafter.

ACCEPTED BY:

CITY OF LORAIN, OHIO

Signature

Date

Title: _____

Signature

Date

Title: _____

Union _____

Signature

Date

Title: _____

Union _____

Signature

Date

**PROJECT LABOR AGREEMENT
FOR
CONTRACT 5W, SR 611 - 21st STREET WATERLINE REPLACEMENT
as funded by the OWDA Loan**

SIGNATURE PAGE

FOR THE OWNER:

NAME AND TITLE

DATE: _____

FOR THE NORTH CENTRAL OHIO BUILDING TRADES:

DATE: _____

FOR THE UNIONS/LIST SIGNATORY UNION:

SIGNATURE

DATE: _____

TITLE: _____

UNION: _____

SIGNATURE

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